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As filed with the Securities and Exchange Commission on June 3, 2016

Registration No. 333-208524

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 6
TO
FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

DENALI HOLDING INC.

(Exact name of registrant as specified in its charter)

Delaware	**3571**	**80-0890963**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

One Dell Way
Round Rock, Texas 78682
(512) 728-7800
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Richard J. Rothberg, Esq.
Senior Vice President, General Counsel and Secretary
Dell Inc.
One Dell Way
Round Rock, Texas 78682
(512) 728-7800
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

Janet B. Wright, Esq.
Vice President — Corporate, Securities & Finance Counsel
Dell Inc.
One Dell Way
Round Rock, Texas 78682
(512) 728-7800

Richard Capelouto, Esq.
Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, California 94304
(650) 251-5000

and

Christopher R. May, Esq.
Simpson Thacher & Bartlett LLP
600 Travis Street, Suite 5400
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555 Thirteenth Street, N.W.
Washington, D.C. 20004
(202) 637-5530

Paul T. Dacier, Esq.
Executive Vice President, General Counsel and Assistant Secretary
EMC Corporation
176 South Street
Hopkinton, Massachusetts 01748
(508) 435-1000

Margaret A. Brown, Esq.
Laura P. Knoll, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
500 Boylston Street
Boston, Massachusetts 02116
(617) 573-4800

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this Registration Statement is declared effective and upon the satisfaction or waiver of all other conditions to consummation of the transactions described herein.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this proxy statement/prospectus is subject to completion and amendment. A registration statement relating to the securities described in this proxy statement/prospectus has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This proxy statement/prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration under the securities laws of any such jurisdiction.

PRELIMINARY—SUBJECT TO COMPLETION—DATED JUNE 3, 2016

[ ], 2016

MERGER PROPOSAL—YOUR VOTE IS VERY IMPORTANT

Dear EMC Corporation Shareholders:

EMC Corporation, referred to as EMC, and Denali Holding Inc., referred to as Denali, have entered into an Agreement and Plan of Merger, dated as of October 12, 2015, as amended by the First Amendment to Agreement and Plan of Merger, dated as of May 16, 2016, referred to collectively as the merger agreement, under which a wholly owned subsidiary of Denali will be merged with and into EMC, and EMC will continue as a wholly owned subsidiary of Denali, which transaction is referred to as the merger. If the merger is completed, EMC shareholders will receive, in exchange for each share of EMC common stock owned immediately prior to the merger, (1) $24.05 in cash, without interest, and (2) a number of validly issued, fully paid and non-assessable shares of common stock of Denali designated as Class V Common Stock, par value $0.01 per share, equal to the quotient (rounded to the nearest five decimal points) obtained by dividing (A) 222,966,450 by (B) the aggregate number of shares of EMC common stock issued and outstanding immediately prior to the effective time of the merger, plus cash in lieu of any fractional shares. The approximately 223 million shares of Class V Common Stock issuable in the merger (assuming EMC shareholders either are not entitled to or do not properly exercise appraisal rights) are intended to track and reflect the economic performance of the Class V Group, which would initially have attributed to it approximately 65% of EMC's current economic interest in the business of VMware, Inc., referred to as VMware, which currently consists of approximately 343 million shares of VMware common stock. The Class V Common Stock is intended to track the performance of such economic interest in the VMware business following the completion of the merger, but there can be no assurance that the market price of the Class V Common Stock will, in fact, reflect the performance of such economic interest. The shares of EMC common stock are listed on the New York Stock Exchange, referred to as the NYSE, under the trading symbol "EMC." Denali will apply for listing of the Class V Common Stock on the NYSE under the symbol "DVMT." The shares of Class V Common Stock will begin trading following the completion of the merger.

EMC will hold a special meeting of its shareholders to vote on certain matters in connection with the proposed merger. Attendance at the special meeting will be limited as more fully described in the accompanying proxy statement/prospectus.

EMC shareholders are cordially invited to attend the special meeting of EMC shareholders. The special meeting will be held at [ ] (Eastern Time), on [ ], 2016, at EMC's facility at 176 South Street, Hopkinton, Massachusetts 01748. At the special meeting, EMC shareholders will be asked to approve the merger agreement. In addition, EMC shareholders will be asked to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

We cannot complete the merger without the approval of the merger by EMC shareholders. It is important that your shares be represented and voted regardless of the size of your holdings. Whether or not you plan to attend the special meeting, we urge you to submit a proxy to have your shares voted in advance of the special meeting by using one of the methods described in the accompanying proxy statement/prospectus.

The EMC board of directors unanimously recommends that EMC shareholders vote "**FOR**" the approval of the merger agreement, "**FOR**" the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and "**FOR**" the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

The accompanying proxy statement/prospectus provides important information regarding the special meeting and a detailed description of the merger agreement, the merger, a number of related transactions and agreements, and the matters to be presented at the special meeting. **We urge you to read the accompanying proxy statement/prospectus (and any documents incorporated by reference into the accompanying proxy statement/prospectus) carefully and in its entirety. Please pay particular attention to "*Risk Factors*" beginning on page 43 of the accompanying proxy statement/prospectus.**

We hope to see you at the special meeting and look forward to the successful completion of the merger.

Sincerely,

[/s/ Joseph M. Tucci]

Joseph M. Tucci
Chairman of the Board and Chief Executive Officer
EMC Corporation

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued in connection with the transactions described in the accompanying proxy statement/prospectus or determined that the accompanying proxy statement/prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

The accompanying proxy statement/prospectus is dated [ ], 2016 and is first being mailed to EMC shareholders on or about [ ], 2016.

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ADDITIONAL INFORMATION

The accompanying proxy statement/prospectus incorporates important business, financial and other information about EMC from documents that are not included in or delivered with the accompanying proxy statement/prospectus. This information is available to you without charge upon your written or oral request. You can obtain documents incorporated by reference into the accompanying proxy statement/prospectus (other than certain exhibits or schedules to these documents) by requesting them in writing, via email or by telephone from EMC or Denali at the following addresses and telephone numbers:

Denali Holding Inc.
One Dell Way
Round Rock, Texas 78682
Attention: Investor Relations
Email: investor_relations@dell.com
Telephone: (512) 728-7800

EMC Corporation
176 South Street
Hopkinton, Massachusetts 01748
Attention: Investor Relations
Email: emc_ir@emc.com
Telephone: (508) 435-1000

In addition, if you have questions about the merger or the accompanying proxy statement/prospectus, would like additional copies of the accompanying proxy statement/prospectus or need to obtain proxy cards or other information related to the proxy solicitation, please contact Innisfree M&A Incorporated, EMC's proxy solicitor, toll-free at (888) 750-5834 or collect at (212) 750-5833. You will not be charged for any of these documents that you request.

If you would like to request documents, please do so no later than five business days before the date of the special meeting of shareholders (which is [ ], 2016) to receive them before the special meeting.

See "*Where You Can Find More Information*" for information on how you can obtain copies of the incorporated documents or view them via the Internet.

EMC CORPORATION
176 South Street
Hopkinton, Massachusetts 01748

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON [ ], 2016

[ ], 2016

To the Shareholders of EMC Corporation:

A special meeting of shareholders of EMC Corporation, a Massachusetts corporation, referred to as EMC, will be held at [ ] (Eastern Time), on [ ], 2016, at EMC's facility at 176 South Street, Hopkinton, Massachusetts 01748. At the special meeting, shareholders will be asked to take the following actions:

- to approve the Agreement and Plan of Merger, dated as of October 12, 2015, as amended by the First Amendment to Agreement and Plan of Merger, dated as of May 16, 2016, referred to as the amendment, as so amended and as it may be amended from time to time, referred to collectively as the merger agreement, among Denali Holding Inc., a Delaware corporation, referred to as Denali, Dell Inc., a Delaware corporation, referred to as Dell, Universal Acquisition Co., a Delaware corporation and wholly owned subsidiary of Denali, referred to as Merger Sub, and EMC, pursuant to which Merger Sub will be merged with and into EMC, and EMC will continue as a wholly owned subsidiary of Denali (which transaction is referred to as the merger) (a composite copy of the merger agreement incorporating the amendment into the text of the initial agreement is attached as *Annex A* to the accompanying proxy statement/prospectus);
- to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger; and
- to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

EMC will transact no other business at the special meeting except such business as may properly be brought before the special meeting or any adjournment or postponement thereof. Please refer to the accompanying proxy statement/prospectus for further information with respect to the business to be transacted at the special meeting.

The EMC board of directors has fixed the close of business on [ ], 2016 as the record date for the special meeting. Only holders of record of EMC common stock as of the record date are entitled to notice of, and to vote at, the special meeting and any adjournment or postponement thereof.

Attendance at the special meeting will be limited to EMC shareholders as of the record date and to guests of EMC, as more fully described under "*Special Meeting of EMC Shareholders—Date, Time and Location*" beginning on page 153 of the accompanying proxy statement/prospectus. If you are a shareholder and plan to attend, you **MUST** pre-register for the special meeting no later than [ ], 2016, by visiting [*www.emc.com/specialmeeting*] and completing the registration form. Shareholders who come to the special meeting, but have not registered electronically, will also be required to present evidence of stock ownership as of [ ], 2016. You can obtain this evidence from your broker, bank, trust company or other nominee or intermediary, referred to as a nominee or intermediary, typically in the form of your most recent monthly statement. All shareholders who attend the meeting will be required to present valid government-issued picture identification, such as a driver's license or passport, and will be subject to security screenings.

Approval of the merger agreement requires the affirmative vote, in person or by proxy, of holders of a majority of the outstanding shares of EMC common stock entitled to vote as of the record date for the special meeting. The approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid

by EMC to its named executive officers in connection with the merger requires the affirmative vote, in person or by proxy, of holders of a majority of the shares of EMC common stock represented at the special meeting and entitled to vote thereon.

Under the Massachusetts Business Corporation Act, referred to as the MBCA, EMC is required to state whether it has concluded that EMC shareholders are, are not or may be entitled to assert appraisal rights, which are generally available to shareholders of a merging Massachusetts corporation under Section 13.02(a)(1) of the MBCA subject to certain exceptions. For the reasons described in the accompanying proxy statement/prospectus, EMC has concluded that EMC shareholders may be entitled to appraisal rights. The relevant provisions of the MBCA have not been the subject of judicial interpretation and EMC and Denali reserve the right to contest the validity and availability of any purported demand for appraisal rights in connection with the merger. In this regard, Denali has indicated that in any appraisal proceeding it will assert, and will cause EMC as its wholly owned subsidiary following completion of the merger to assert, that an exception to appraisal rights is applicable to the merger. Any shareholder seeking to assert appraisal rights should carefully review the procedures described in the accompanying proxy statement/prospectus. A copy of the applicable provisions of the MBCA is attached as *Annex E* to the accompanying proxy statement/prospectus.

The EMC board of directors unanimously recommends that EMC shareholders vote "**FOR**" the approval of the merger agreement, "**FOR**" the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and "**FOR**" the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

Your vote is very important. Whether or not you expect to attend the special meeting in person, we urge you to submit a proxy as promptly as possible by (1) accessing the Internet website specified on your proxy card, (2) calling the toll-free number specified on your proxy card or (3) marking, signing, dating and returning the enclosed proxy card in the postage-paid envelope provided, so that your shares may be represented and voted at the special meeting. If your shares are held in the name of a nominee or intermediary, please follow the instructions on the voting instruction card furnished by the record holder.

We urge you to read the accompanying proxy statement/prospectus, including all documents incorporated by reference into the accompanying proxy statement/prospectus, and its annexes carefully and in their entirety. In particular, see "*Risk Factors*" beginning on page 43 of the accompanying proxy statement/prospectus. If you have any questions concerning the merger, the merger agreement, the non-binding, advisory vote on the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger, the special meeting or the accompanying proxy statement/prospectus, would like additional copies of the accompanying proxy statement/prospectus or need help submitting a proxy to have your shares of EMC common stock voted, please contact EMC's proxy solicitor:

Innisfree M&A Incorporated
501 Madison Avenue, 20th floor
New York, New York 10022
Shareholders may call toll free: (888) 750-5834
Banks and Brokers may call collect: (212) 750-5833

By Order of the Board of Directors,

[/s/ Paul T. Dacier]

Paul T. Dacier

Executive Vice President, General Counsel and
Assistant Secretary

ABOUT THIS PROXY STATEMENT/PROSPECTUS

This proxy statement/prospectus, which forms part of a registration statement on Form S-4 filed by Denali with the U.S. Securities and Exchange Commission, constitutes a prospectus of Denali under Section 5 of the Securities Act of 1933, as amended, with respect to the shares of Class V Common Stock to be issued to EMC shareholders as consideration in the merger. This proxy statement/prospectus also constitutes a proxy statement for EMC under Section 14(a) of the Securities Exchange Act of 1934, as amended. In addition, it constitutes a notice of meeting with respect to the special meeting of EMC shareholders.

You should rely only on the information contained in or incorporated by reference into this proxy statement/prospectus. No one has been authorized to provide you with information that is different from that contained in or incorporated by reference into this proxy statement/prospectus. This proxy statement/prospectus is dated [ ], 2016. You should not assume that the information contained in this proxy statement/prospectus is accurate as of any date other than that date. You should not assume that the information incorporated by reference into this proxy statement/prospectus is accurate as of any date other than the date of such information. The mailing of this proxy statement/prospectus to EMC shareholders will not create any implication to the contrary.

This proxy statement/prospectus shall not constitute an offer to sell, or the solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction to or from any person to whom it is unlawful to make any such offer or solicitation. Information contained in this proxy statement/prospectus regarding Denali has been provided by Denali and information contained in this proxy statement/prospectus regarding EMC has been provided by EMC.

Unless otherwise indicated or as the context otherwise requires, a reference in this proxy statement/prospectus to:

- “amendment” refers to the First Amendment to Agreement and Plan of Merger, dated as of May 16, 2016, among Denali, Dell, Merger Sub and EMC;
- “Class V Common Stock” refers to the series of Denali common stock, par value $0.01 per share, designated as Class V Common Stock;
- “Dell” refers to Dell Inc., a Delaware corporation, or, as the context requires, to Dell Inc. and its consolidated subsidiaries;
- “Dell International” refers to Dell International LLC, a Delaware limited liability company and wholly owned subsidiary of Dell;
- “Denali” refers to Denali Holding Inc., a Delaware corporation, before the closing on October 29, 2013 of the going-private transaction referred to in this proxy statement/prospectus, and Denali Holding Inc. or, as the context requires, to Denali Holding Inc. and its consolidated subsidiaries from and after such closing;
- “Denali bylaws” refers to the Amended and Restated Bylaws of Denali Holding Inc., which will be amended and restated prior to the effective time of the merger, a copy of which is attached as *Annex C* to this proxy statement/prospectus;
- “Denali certificate” refers to the Fourth Amended and Restated Certificate of Incorporation of Denali Holding Inc., which will be filed with the Secretary of State of the State of Delaware prior to the effective time of the merger, a copy of which is attached as *Annex B* to this proxy statement/prospectus;
- “Denali Intermediate” refers to Denali Intermediate, Inc., a Delaware corporation;
- “Denali Tracking Stock Policy” refers to the Tracking Stock Policy Statement regarding DHI Group and Class V Group Matters, a copy of which is attached as *Annex D* to this proxy statement/prospectus;
- “DGCL” refers to the General Corporation Law of the State of Delaware, as amended;

- "DHI Group common stock" refers collectively to the series of Denali common stock, each with a par value $0.01 per share, designated as Class A Common Stock, Class B Common Stock, Class C Common Stock and Class D Common Stock;
- "DOJ" refers to the U.S. Department of Justice;
- "EMC" refers to EMC Corporation, a Massachusetts corporation;
- "EMC articles" refers to the Restated Articles of Organization of EMC;
- "EMC bylaws" refers to the Amended and Restated Bylaws of EMC;
- "EMC common stock" refers to EMC common stock, par value $0.01 per share;
- "Evercore" refers to Evercore Group L.L.C.;
- "Exchange Act" refers to the Securities Exchange Act of 1934, as amended;
- "exchange agent" refers to American Stock Transfer & Trust Company, LLC;
- "FTC" refers to the U.S. Federal Trade Commission;
- "GAAP" refers to U.S. Generally Accepted Accounting Principles;
- "going-private agreement" refers to the Agreement and Plan of Merger, dated as of February 5, 2013, as amended, pursuant to which the going-private transaction of Dell was effected;
- "going-private consideration" refers to the consideration paid to the public stockholders of Dell in connection with the going-private transaction of Dell;
- "going-private transaction" refers to the acquisition of Dell by Denali on October 29, 2013 in which the public stockholders of Dell received cash for their shares of Dell common stock;
- "HSR Act" refers to the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended;
- "Internal Revenue Code" refers to the U.S. Internal Revenue Code of 1986, as amended;
- "MBCA" refers to the Massachusetts Business Corporation Act;
- "MD stockholders" refers to Michael S. Dell and the Susan Lieberman Dell Separate Property Trust and any person to whom either of them would be permitted to transfer any equity securities of Denali under the Denali certificate;
- "merger" refers to the merger of Merger Sub with and into EMC, as a result of which the separate corporate existence of Merger Sub will cease, and EMC will continue as a wholly owned subsidiary of Denali;
- "merger agreement" refers to the Agreement and Plan of Merger, dated as of October 12, 2015, as amended by the amendment and as it may be amended from time to time, among Denali, Dell, Merger Sub and EMC, a composite copy of which, incorporating the text of the amendment into the initial agreement, is attached as *Annex A* to this proxy statement/prospectus;
- "merger consideration" refers to the consideration, per share of EMC common stock, to be received by EMC shareholders in the merger, consisting of:
  - $24.05 in cash, without interest, and
  - a number of shares of validly issued, fully paid and non-assessable shares of Class V Common Stock equal to the quotient (rounded to the nearest five decimal points) obtained by dividing (1) 222,966,450 by (2) the aggregate number of shares of EMC common stock issued and outstanding immediately prior to the effective time of the merger, plus cash in lieu of any fractional shares;
- "Merger Sub" refers to Universal Acquisition Co., a Delaware corporation and wholly owned subsidiary of Denali;

- "Morgan Stanley" refers to Morgan Stanley & Co. LLC;
- "MSD Partners" means MSD Partners, L.P. and its affiliates (other than Michael S. Dell for so long as Michael S. Dell serves as the chief executive officer of Denali);
- "MSD Partners stockholders" refers to MSDC Denali Investors, L.P., a Delaware limited partnership, and MSDC Denali EIV, LLC, a Delaware limited liability company and any person to whom either of them would be permitted to transfer any equity securities of Denali under the Denali certificate;
- "Nasdaq" refers to the Nasdaq Stock Market;
- "Number of Retained Interest Shares" refers to the proportionate undivided interest, if any, that the DHI Group may be deemed to hold in the assets, liabilities and businesses of the Class V Group in accordance with the Denali certificate, as described in this proxy statement/prospectus;
- "NYSE" refers to the New York Stock Exchange;
- "Pivotal" refers to Pivotal Software, Inc., a Delaware corporation;
- "record date" refers, as to the EMC shareholders entitled to receive notice of, and to vote at, the special meeting of EMC shareholders, to the close of business on [ ], 2016;
- "retained interest," or "inter-group interest in the Class V Group," refers to the economic interest in the Class V Group that is attributed to the holders of the DHI Group common stock and not to the holders of the Class V Common Stock, which retained interest is expressed in terms of the Number of Retained Interest Shares;
- "SEC" refers to the U.S. Securities and Exchange Commission;
- "Securities Act" refers to the Securities Act of 1933, as amended;
- "Silver Lake Partners" refers to Silver Lake Management Company III, L.L.C., Silver Lake Management Company IV, L.L.C. and their respective affiliated management companies and investment vehicles;
- "SLP stockholders" refers to Silver Lake Partners III, L.P., a Delaware limited partnership, Silver Lake Technology Investors III, L.P., a Delaware limited partnership, Silver Lake Partners IV, L.P., a Delaware limited partnership, Silver Lake Technology Investors IV, L.P., a Delaware limited partnership, and SLP Denali Co-Invest, L.P. and any person to whom any of them would be permitted to transfer any equity securities of Denali under the Denali certificate;
- "Temasek" refers to Venezio Investments Pte. Ltd., an affiliate of Temasek Holdings (Private) Limited;
- "VMware" refers to VMware, Inc., a Delaware corporation;
- "VMware common stock" refers to Class A common stock, par value $0.01 per share, and Class B common stock, par value $0.01 per share, of VMware;
- "VMware intercompany notes" refers to (1) the $680,000,000 Promissory Note due May 1, 2018, issued by VMware in favor of EMC, (2) the $550,000,000 Promissory Note, due May 1, 2020, issued by VMware in favor of EMC and (3) the $270,000,000 Promissory Note due December 1, 2022, issued by VMware in favor of EMC; and
- "we," "our" or "us" refers to Denali, Dell or EMC, as the context requires.

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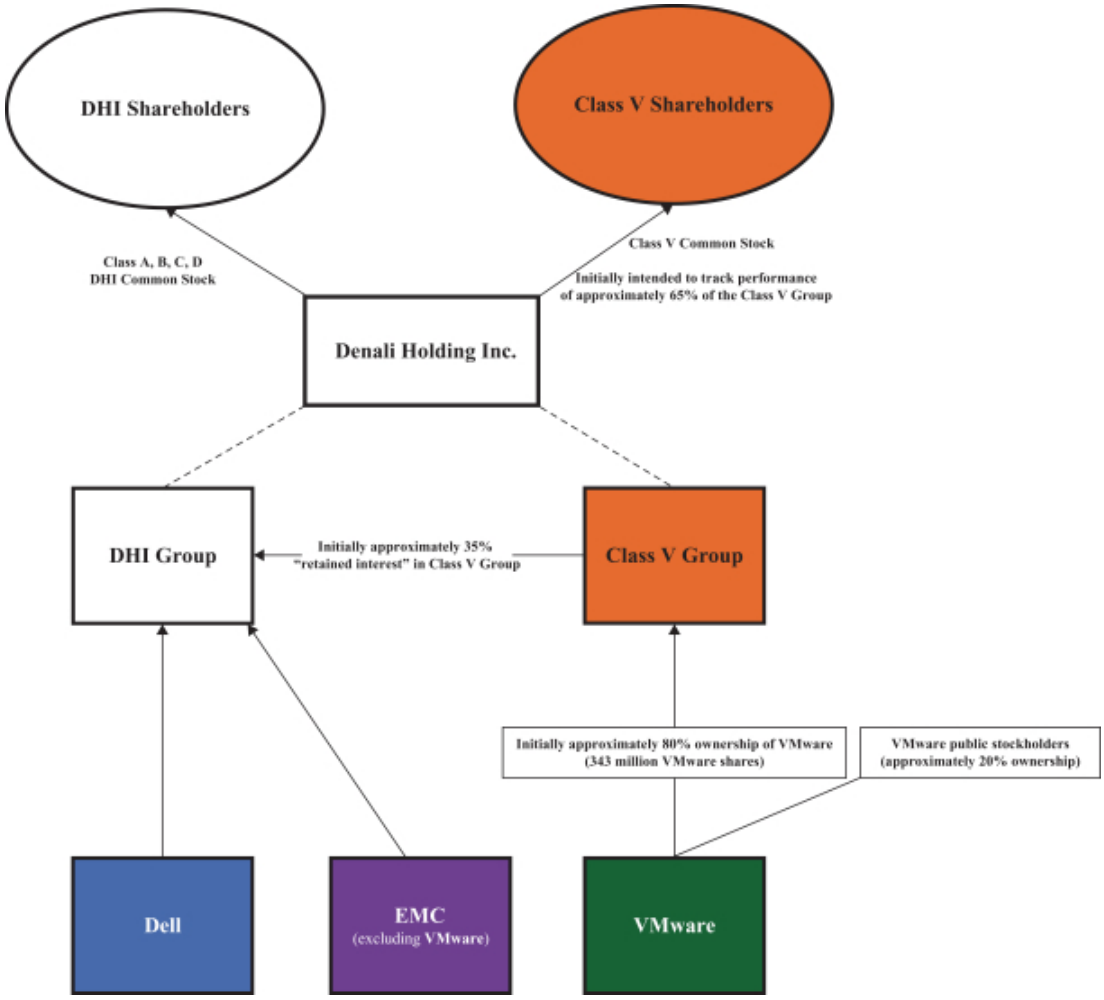
QUESTIONS AND ANSWERS

The following questions and answers are intended to address briefly some commonly asked questions regarding the merger and matters to be addressed at the special meeting. The questions and answers below are preceded by a brief summary of some of the material terms of the merger transaction and the Class V Common Stock that will be issued to EMC shareholders if the merger is completed. These questions and answers may not address all of the questions that may be important to EMC shareholders. To better understand these matters, and for a description of the legal terms governing the merger, you should carefully read this entire proxy statement/prospectus, including the attached annexes, as well as the documents that have been incorporated by reference into this proxy statement/prospectus. See "*Where You Can Find More Information*" for information on how you can obtain copies of the incorporated documents or view them via the Internet.

Summary of Certain Material Terms of the Merger and the Class V Common Stock

- On October 12, 2015, EMC entered into the merger agreement with Denali and two subsidiaries of Denali. The merger agreement provides that, subject to its terms and conditions, a subsidiary of Denali will be merged with and into EMC.
- If the merger is completed, EMC shareholders will receive in exchange for each share of EMC common stock owned immediately prior to the merger (1) $24.05 in cash, without interest, and (2) approximately 0.111 shares of Denali Class V Common Stock based on Denali's current estimates. The specific number of shares of Class V Common Stock to be received in the merger will be determined pursuant to a formula that is described elsewhere in this proxy statement/prospectus. While the cash portion of the merger consideration is known, the value of the Class V Common Stock merger consideration that EMC shareholders will receive is uncertain. See "*The Merger Agreement—Merger Consideration,*" "*Risk Factors—Risk Factors Relating to the Merger—Because there is no established trading market or market price of Class V Common Stock, the value of the merger consideration that EMC shareholders will receive in the merger is uncertain*" and "*—Between the date the merger agreement was entered into and the date of this proxy statement/prospectus, the market value of the VMware Class A common stock has declined, thereby reducing the implied value of the stock portion of the merger consideration. Changes in the market value of the VMware Class A common stock also will impact the amount of cash that holders of EMC common stock will receive in the merger in lieu of fractional shares of Class V Common Stock.*"
- The Class V Common Stock is a type of common stock that is commonly referred to as a tracking stock. The approximately 223 million shares of Class V Common Stock issuable in the merger are intended to track the economic performance of approximately 65% of Denali's economic interest in the Class V Group (described in the next bullet) following the completion of the merger (the remaining approximately 35% economic interest in the Class V Group is initially intended to be tracked by the DHI Group common stock as a result of the DHI Group's retained interest in the Class V Group).

- The Class V Group will initially consist of EMC's economic interest in the VMware business, which currently consists of approximately 343 million shares of VMware common stock. See "*Description of Denali Capital Stock Following the Merger*." Below is a diagram identifying the Denali businesses that will initially be attributed to the DHI Group and the Class V Group:



- The number of shares of Class V Common Stock to be issued initially will have a one-to-one relationship to approximately 65% of the number of shares of VMware common stock currently owned by EMC. However, the VMware Class A common stock and the Class V Common Stock have different characteristics and Denali expects there may not be a direct correlation in the potential market price of Class V Common Stock to the market price of VMware Class A common stock, and EMC shareholders should not rely on the market price of the VMware Class A common stock to value the Class V Common Stock. These characteristics include (among others):
  - Although the Class V Group is initially intended to track Denali's economic interest in the shares of VMware common stock attributed to it, the Class V Group may in the future have different assets and liabilities attributed to it. Denali will have the ability to attribute other assets or liabilities to the Class V Group in exchange for assets and liabilities having an equivalent fair market value, in each case as authorized and determined by the Denali board of directors with the

consent of its Capital Stock Committee. See "*Description of Denali Tracking Stock Policy—Relationship between the DHI Group and the Class V Group*." Any such alteration of assets and liabilities attributed to the Class V Group may result in Denali's economic interest in all or part of the shares of VMware common stock initially attributed to the Class V Group being attributed to the DHI Group and may also result in a change to the amount of the DHI Group's retained interest in the Class V Group. See "*Description of Denali Capital Stock Following the Merger—Denali Common Stock—Certain Adjustments to the Number of Retained Interest Shares*."

- The Class V Common Stock is subject to the credit risk of Denali. The DHI Group and the Class V Group are not separate legal entities and cannot own assets, and as a result, holders of Class V Common Stock will not have a direct claim to, or any special legal rights related to, specific assets attributed to the Class V Group and Denali's tracking stock capitalization will not limit Denali's legal responsibility, or that of Denali's subsidiaries, for their respective debts and liabilities. See "*Questions and Answers—Will the Class V Common Stock have exposure to credit risk at Denali?*" and "*Risk Factors—Risk Factors Relating to Denali's Proposed Tracking Stock Structure—Holders of Class V Common Stock will be common stockholders of Denali and will be, therefore, subject to risks associated with an investment in Denali as a whole*."
- The Class V Common Stock is common stock of Denali and the holders of Class V Common Stock will not have voting rights at the VMware level. See "*Questions and Answers—What will be the voting rights of the series of stock of Denali after the merger?*"
- The Denali board of directors may in certain circumstances elect to (1) convert all of the Class V Common Stock into publicly-traded Class C Common Stock of Denali or (2) redeem the Class V Common Stock in exchange for shares of common stock of VMware, publicly-traded shares of common stock of a wholly owned subsidiary of Denali owning the assets attributed to the Class V Group, cash or a combination thereof. The rights of any securities that may be received in a conversion or in redemption may be significantly different from the Class V Common Stock. See "*Description of Denali Capital Stock Following the Merger—Denali Common Stock—Redemption for VMware Common Stock*," "*—Redemption for Securities of Class V Group Subsidiary*," "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" and "*Description of Denali Capital Stock Following the Merger—Conversion*."

The NYSE has proposed new listing standards for a tracking stock, which the NYSE refers to as an "Equity Investment Tracking Stock," that tracks the performance of an investment by the issuer in the common equity of another company listed on the NYSE, such as VMware. The NYSE listing standards as so proposed would allow for the listing of the Class V Common Stock, but no assurances can be given that such listing standards will be adopted in the proposed form. Under the proposed new listing standards, the Class V Common Stock could be delisted in certain circumstances, which delisting would materially adversely affect the liquidity and value of the Class V Common Stock. For example, any alteration of assets and liabilities attributed to the Class V Group that results in the Class V Common Stock ceasing to track the performance of VMware Class A common stock could result in the delisting of the Class V Common Stock. See "*Risk Factors—Risk Factors Relating to Denali's Proposed Tracking Stock Structure—The NYSE has proposed new listing standards for a tracking stock, such as the Class V Common Stock, which tracks the performance of an investment by the issuer in the common equity of another company listed on the NYSE, such as VMware*" and "*—The new listing standards proposed by the NYSE include certain requirements to maintain the listing of an Equity Investment Tracking Stock. If the Class V Common Stock were delisted because of the failure to meet any of such requirements, the liquidity and value of the Class V Common Stock would be materially adversely affected*" and "*Proposal 1: Approval of the Merger Agreement—Listing of Shares of Class V Common Stock and Delisting and Deregistration of EMC Common Stock*."

In addition, tracking stocks have often historically traded at a discount to the estimated value of the underlying business they are intended to track. Accordingly, although the Class V Common Stock is

intended to track the performance of a portion of Denali's economic interest in the VMware business following the completion of the merger, there can be no assurance that the market price of the Class V Common Stock will, in fact, reflect the performance of such interest. Tracking stocks are relatively uncommon financing structures, and we are not aware of any current or historical examples of a tracking stock that is intended to track solely an interest in another publicly-traded company (other than the proposed Class V Common Stock).

- Immediately following the completion of the merger, it is expected that, for matters on which all holders of Denali common stock are entitled to vote, the number of votes to which holders of Class V Common Stock would be entitled will represent approximately 4% of the total number of votes to which all holders of Denali common stock will be entitled. The members of the Denali board of directors will be divided into three groups and holders of Class V Common Stock will have voting rights with respect to the election of only one of the three groups. Following the completion of the merger, Denali will qualify as a "controlled company" under NYSE rules and will qualify for exemptions from certain corporate governance requirements. As a result, holders of Class V Common Stock will not have the same protections afforded to stockholders of companies subject to all of the corporate governance requirements of the NYSE. Denali expects that a majority of its directors will not be independent under NYSE rules and that it will not establish fully independent compensation and nominating committees. Even though Denali will be a "controlled company," it will be required to comply with the rules of the SEC and the NYSE relating to the membership, qualifications and operations of the audit committee of the board of directors. Denali expects that each of the three directors who will serve on Denali's audit committee will qualify as an independent director. Denali is also required to maintain a Capital Stock Committee, a majority of whose members must be independent. See "*Management of Denali after the Merger—Board of Directors*" and "*—Committees of the Board of Directors*" and "*Risk Factors—Risk Factors Relating to the Combined Company—Upon the listing of the shares of Class V Common Stock on the NYSE, Denali will be a 'controlled company' within the meaning of NYSE rules and, as a result, will qualify for, and intends to rely on, exemptions from certain corporate governance requirements. Holders of Class V Common Stock will therefore not have the same protections afforded to stockholders of companies that are subject to such requirements.*"

Questions and Answers Regarding the Merger and the Special Meeting

Q: Why am I receiving this proxy statement/prospectus?

A: This proxy statement/prospectus serves as both a proxy statement of EMC for the special meeting of EMC shareholders to be held to obtain shareholder approval of the merger agreement and take the other actions described in this document, and as a prospectus of Denali relating to its offering of the Class V Common Stock to be issued to EMC shareholders as merger consideration pursuant to the merger agreement.

Denali and EMC have agreed to a merger, pursuant to which EMC shareholders will receive the merger consideration described in this proxy statement/prospectus and EMC will become a wholly owned subsidiary of Denali and will no longer be a publicly held corporation. In order for Denali and EMC to complete the merger, EMC shareholders must approve the merger agreement.

EMC is holding a special meeting of shareholders to obtain the shareholder approval necessary to approve the merger agreement. In addition, EMC shareholders will also be asked to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement. EMC's named executive officers are identified under "*Proposal 1: Approval of the Merger Agreement—Interests of Certain EMC Directors and Officers*."

Your vote is very important. We encourage you to submit a proxy as soon as possible to have your shares of EMC common stock voted.

Q: What will EMC shareholders receive in the merger?

A: If the merger is completed, each share of EMC common stock (other than shares owned by Denali, Merger Sub, EMC or any of its wholly owned subsidiaries, and other than shares with respect to which EMC shareholders are entitled to and properly exercise appraisal rights) automatically will be converted into the right to receive the merger consideration, consisting of (1) $24.05 in cash, without interest, and (2) a number of shares of validly issued, fully paid and non-assessable Class V Common Stock equal to the quotient (rounded to the nearest five decimal points) obtained by dividing (A) 222,966,450 by (B) the aggregate number of shares of EMC common stock issued and outstanding immediately prior to the effective time of the merger, plus cash in lieu of any fractional shares. Based on the number of shares of EMC common stock we currently expect will be issued and outstanding immediately prior to the completion of the merger, we estimate that EMC shareholders will receive in the merger approximately 0.111 shares of Class V Common Stock for each share of EMC common stock.

Q: What is the Class V Common Stock?

A: The Class V Common Stock is a type of common stock commonly referred to as a tracking stock (as described below) and is intended to track the performance of a portion of Denali's economic interest in the VMware business following the completion of the merger. However, there can be no assurance that the market price of the Class V Common Stock will, in fact, reflect the performance of such economic interest. The approximately 223 million shares of Class V Common Stock issuable in the merger (assuming EMC shareholders either are not entitled to or do not properly exercise appraisal rights) are intended to track and reflect the economic performance of approximately 65% of EMC's current economic interest in the VMware business, which currently consists of approximately 343 million shares of VMware common stock. The number of shares of Class V Common Stock to be issued initially will have a one-to-one relationship to approximately 65% of the number of shares of VMware common stock currently owned by EMC.

Q: What are your expectations about how the market price of the Class V Common Stock will correlate with the performance of the economic interest in the VMware business it is intended to track or with the market price of the VMware Class A common stock?

A: The Class V Common Stock is intended to track the performance of a portion of Denali's economic interest in the VMware business, but there can be no assurance that the market price of the Class V Common Stock will, in fact, reflect the performance of such economic interest. Further, while investors may view the market price of the VMware Class A common stock as relevant to a valuation of the VMware business, because the Class V Common Stock and the VMware Class A common stock have different characteristics, as discussed above, which we expect may affect their respective market prices in distinct ways, the market prices of the two stocks may not be directly correlated. Tracking stocks often trade at a discount to the estimated value of the assets or businesses they are intended to track.

Q: What happens if the merger is not completed?

A: If the merger is not completed for any reason, EMC shareholders will not receive any consideration for their shares of EMC common stock, EMC will remain an independent public company and EMC common stock will continue to be traded on the NYSE. In addition, in certain circumstances, EMC or Denali may be required to pay a termination fee to the other party following the termination of the merger agreement. See "*The Merger Agreement—Termination Fees*."

Q: If I am an EMC shareholder, how will I receive the merger consideration to which I am entitled?

A: After receiving proper documentation from you, following the effective time of the merger, the exchange agent will forward to you Class V Common Stock, the cash portion of the merger consideration and any cash in lieu of fractional shares to which you are entitled. For additional information about the exchange of shares of EMC common stock for shares of Class V Common Stock and cash, see "*Proposal 1: Approval of the Merger Agreement—Exchange of Shares in the Merger*."

Q: ***When and where will the special meeting be held?***

A: The special meeting will be held at [ ] (Eastern Time), on [ ], 2016, at EMC's facility at 176 South Street, Hopkinton, Massachusetts 01748.

Q: ***Who is entitled to vote at the special meeting?***

A: Only holders of record of EMC common stock as of the record date, the close of business on [ ], 2016, are entitled to vote at the special meeting and any adjournment or postponement thereof. As of the record date, there were [ ] shares of EMC common stock outstanding. Each outstanding share of EMC common stock is entitled to one vote.

Q: ***Who may attend the special meeting?***

A: Attendance at the special meeting will be limited to EMC shareholders as of the record date and to pre-approved guests of EMC. ***All shareholder guests must be pre-approved by EMC and will be limited to spouses, persons required for medical assistance and properly authorized representatives of EMC shareholders as of the record date***. If you are a shareholder and plan to attend, you **MUST** pre-register for the special meeting no later than [ ], 2016, by visiting [*www.emc.com/specialmeeting*] and completing the registration form.

Shareholders who come to the special meeting, but have not registered electronically, will also be required to present evidence of stock ownership as of [ ], 2016. You can obtain this evidence from your broker, bank, trust company or other nominee or intermediary, typically in the form of your most recent monthly statement. All shareholders who attend the meeting will be required to present valid government-issued picture identification, such as a driver's license or passport, and will be subject to security screenings.

The special meeting is a private business meeting. In accordance with the EMC bylaws, EMC's chairman of the board of directors or other presiding officer has the right and authority to adjourn the special meeting and to determine and maintain the rules, regulations and procedures for the conduct of the special meeting, including, but not limited to, maintaining order and the safety of those in attendance, dismissing business not properly submitted, opening and closing the polls for voting and limiting time allowed for discussion of the business at the special meeting. Failure to abide by the special meeting rules will not be tolerated and may result in expulsion from the special meeting. A copy of the special meeting rules will be provided to all properly pre-registered shareholders and guests. Cameras, recording devices and other electronic devices will not be permitted at the special meeting.

If you have a disability, EMC can provide reasonable assistance to help you participate in the special meeting. If you plan to attend the special meeting and require assistance, please write or call EMC's Office of the Secretary no later than [ ], 2016, at 176 South Street, Hopkinton, Massachusetts 01748, telephone number (508) 435-1000.

Q: ***What are EMC shareholders being asked to vote on?***

A: EMC shareholders are being asked to vote on the following proposals:

- to approve the merger agreement, pursuant to which Merger Sub will be merged with and into EMC, and as a result of which the separate corporate existence of Merger Sub will cease and EMC will continue as a wholly owned subsidiary of Denali;
- to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger; and
- to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

The approval of the merger agreement by EMC shareholders is a condition to the obligations of Denali and EMC to complete the merger. Approval of the other proposals is not a condition to the completion of the merger.

Q: Are there any important risks about the merger or Denali's business of which I should be aware?

A: Yes, there are important risks involved. Before making any decision on how to vote, you are urged to read the section "*Risk Factors*" carefully and in its entirety.

Q: How does the EMC board of directors recommend that EMC shareholders vote?

A: The EMC board of directors unanimously determined that the merger agreement and the transactions contemplated thereby, including the proposed merger, are advisable and in the best interests of EMC and its shareholders, and unanimously resolved to approve and adopt the merger agreement and the transactions contemplated thereby, including the proposed merger.

The EMC board of directors unanimously recommends that EMC shareholders vote "**FOR**" the approval of the merger agreement.

The EMC board of directors also unanimously recommends that EMC shareholders vote "**FOR**" the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and "**FOR**" the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement. For information about these proposals, see "*Proposal 1: Approval of the Merger Agreement—EMC's Reasons for the Merger; Recommendation of the EMC Board of Directors*," "*Proposal 2: Non-Binding, Advisory Vote on Compensation of Named Executive Officers*" and "*Proposal 3: Adjournment of Special Meeting of EMC Shareholders*."

Q: How do I vote?

A: You may vote in person at the special meeting or you may designate another person—your proxy—to vote your shares of EMC common stock. The written document used to designate someone as your proxy also is called a proxy or proxy card. We urge you to submit a proxy to have your shares voted even if you plan to attend the special meeting. You may always change your vote at the special meeting.

If you are a shareholder of record for the special meeting, then you may have your shares voted at the special meeting in person or by submitting a proxy over the Internet, by mail or by telephone by following the instructions on your proxy card. The deadline for voting by proxy over the Internet or by telephone for the special meeting is [ ] (Eastern Time) on [ ], 2016.

If you are a beneficial owner and hold your shares in street name, or through a nominee or intermediary, such as a bank or broker, you will receive separate instructions from your nominee or intermediary describing how to vote your shares. The availability of Internet or telephonic voting will depend on the intermediary's voting process. Please check with your nominee or intermediary and follow the voting instructions provided by your nominee or intermediary with these materials.

If you hold shares of EMC common stock through your participation in the EMC Corporation 401(k) Savings Plan, the EMC Corporation Deferred Compensation Retirement Plan or the VMware Inc. 401(k) Savings Plan, your voting instructions must be received by the plan trustee by [ ] (Eastern Time) on [ ], 2016, for the trustee to vote your shares. You may not vote these shares in person at the special meeting.

Q: What is a "broker non-vote"?

A: Under NYSE rules, brokers and other nominees may use their discretion to vote "uninstructed" shares with respect to matters that are considered to be "routine," but not with respect to "non-routine" matters. "Non-routine" matters are matters that may substantially affect the rights or privileges of shareholders, such as mergers, shareholder proposals, elections of directors (even if not contested), executive compensation (including any advisory shareholder votes on executive compensation) and certain corporate governance proposals, even if management-supported. A "broker non-vote" occurs on an item when a nominee or intermediary has discretionary authority to vote on one or more proposals to be voted on at a meeting of

shareholders but is not permitted to vote on other proposals without instructions from the beneficial owner of the shares and the beneficial owner fails to provide the nominee or intermediary with such instructions. Because none of the proposals to be voted on at the special meeting are routine matters for which brokers may have discretionary authority to vote, EMC does not expect any broker non-votes at the special meeting.

Q: What EMC shareholder vote is required for (1) the approval of the merger agreement, (2) the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and (3) the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement, and what happens if I abstain or fail to vote?

A: The following are the vote requirements:

- *Approval of the Merger Agreement*: The affirmative vote, in person or by proxy, of holders of a majority of the outstanding shares of EMC common stock entitled to vote as of the record date for the special meeting is required to approve the merger agreement. Accordingly, an abstention or failure to vote or a broker non-vote will have the same effect as a vote "**AGAINST**" the approval of the merger agreement.
- *Non-Binding, Advisory Approval of Compensation Payments*: The affirmative vote of a majority of the votes cast, in person or by proxy, at the special meeting is required to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger. Abstentions and broker non-votes are not considered votes cast and, therefore, will have no effect on the proposal.
- *Approval of Adjournment of Special Meeting of EMC Shareholders*: The affirmative vote of a majority of the votes cast, in person or by proxy, at the special meeting is required to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement. Abstentions and broker non-votes are not considered votes cast and, therefore, will have no effect on the proposal.

Because none of the proposals to be voted on at the special meeting are routine matters for which brokers may have discretionary authority to vote, EMC does not expect any broker non-votes at the special meeting.

Q: What constitutes a quorum for the special meeting?

A: A majority of the shares of EMC common stock outstanding on the record date entitled to vote must be present, in person or represented by proxy, to constitute a quorum at the special meeting. Abstentions and broker non-votes will be counted as present in determining the existence of a quorum. Because none of the proposals to be voted on at the special meeting are routine matters for which brokers may have discretionary authority to vote, EMC does not expect any broker non-votes at the special meeting.

Q: If my shares are held in "street name" by my bank, brokerage firm, dealer, trust company or other nominee, will my bank, brokerage firm, dealer, trust company or other nominee automatically vote my shares for me?

A: No. Your bank, brokerage firm, dealer, trust company or other nominee will not vote your shares if you do not provide your bank, brokerage firm, dealer, trust company or other nominee with a signed voting instruction form with respect to your EMC common stock. Therefore, you should instruct your bank, brokerage firm, dealer, trust company or other nominee to vote your EMC common stock by following the directions your bank, brokerage firm, dealer, trust company or other nominee provides.

Because banks, brokerage firms, dealers, trust companies and other nominees do not have discretionary voting authority with respect to any of the proposals at the special meeting, if a beneficial owner of EMC common stock held in "street name" does not give voting instructions to the bank, brokerage firm, dealer, trust company or other nominee for any proposals, then those shares will not be counted as votes cast for or

against any of the proposals and will not be counted for purposes of determining whether a quorum is present at the special meeting.

If you hold shares of EMC common stock through your participation in the EMC Corporation 401(k) Savings Plan and you do not give instructions about how your shares are to be voted, the plan trustee will vote your shares in the same manner, proportionally, as it votes the other shares of EMC for which proper and timely instructions of other plan participants have been received by the plan trustee. If you hold shares of EMC common stock through your participation in the EMC Corporation Deferred Compensation Retirement Plan or the VMware Inc. 401(k) Savings Plan and do you not give instructions about how your shares are to be voted, the plan trustee may not vote your shares at all.

Q: What will happen if I return my proxy card without indicating how to vote?

A: If you return your signed and dated proxy card without indicating how to vote your shares on any particular proposal, the EMC common stock represented by your proxy will be voted in accordance with the recommendation of the board of directors. The EMC board of directors has recommended that such proxy cards be voted "**FOR**" the approval of the merger agreement, "**FOR**" the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and "**FOR**" the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

Q: Is my vote important?

A: Yes, your vote is very important. The merger cannot be completed without the approval of the merger agreement by EMC shareholders.

The EMC board of directors unanimously recommends that EMC shareholders vote **"FOR**" the approval of the merger agreement.

Q: May I revoke my proxy or change my voting instructions?

A: Yes. You may revoke your proxy or change your voting instructions at any time before your shares are voted at the special meeting.

If you are a holder of record as of the record date, you may revoke your proxy by:

- sending a signed, written notice stating that you revoke your proxy to the Corporate Secretary, at EMC's offices at 176 South Street, Hopkinton, Massachusetts 01748, Attention: Office of the Secretary, that bears a date later than the date of the proxy you want to revoke and is received by the EMC Office of the Secretary prior to the special meeting;
- submitting a valid, later-dated proxy via the Internet or by telephone before 11:59 PM (Eastern Time) on [ ], 2016, or by mailing a later-dated, new proxy card that is received by [ ] prior to the special meeting; or
- attending the special meeting (or, if the special meeting is adjourned or postponed, attending the adjourned or postponed meeting) and voting in person, which will automatically cancel any proxy previously given, or revoking your proxy in person, but your attendance alone will not constitute a vote or revoke any proxy previously given.

If you hold your shares in street name, you must contact your nominee or intermediary to change your voting instructions or obtain a legal proxy to vote your shares if you wish to cast your vote in person at the special meeting.

Q: What happens if I transfer my shares of EMC common stock before the special meeting?

A: The record date is earlier than the date of the special meeting and the date that the merger is expected to be completed. If you transfer your shares of EMC common stock after the record date but before the special meeting, you will, unless the transferee requests a proxy from you, retain your right to vote at the special meeting. However, if you are an EMC shareholder, you will have transferred the right to receive the merger consideration in the merger. In order to receive the merger consideration, you must hold your shares of EMC common stock through the effective time of the merger.

Q: What do I do if I receive more than one set of voting materials?

A: You may receive more than one set of voting materials, including multiple copies of this proxy statement/prospectus, the proxy card or the voting instruction form sent to you by your nominee or intermediary. This can occur if you hold your shares in more than one brokerage account, if you hold shares directly as a holder of record and also in street name, or otherwise through another holder of record, and in certain other circumstances. If you receive more than one set of voting materials, please sign and return each set separately in order to ensure that all of your shares are voted.

Q: How do I obtain the voting results from the special meeting?

A: Preliminary voting results will be announced at the special meeting, and will be set forth in a press release that EMC intends to issue after the special meeting. The press release will be available on the EMC website at *www.emc.com*. Final voting results for the special meeting will be published in a current report on Form 8-K filed with the SEC within four business days after the special meeting. A copy of this current report on Form 8-K will be available after filing with the SEC on the EMC website and at *www.sec.gov.*

Q: What will happen if any or all of the proposals to be considered at the special meeting are not approved?

A: As a condition to the completion of the merger, EMC shareholders must approve the merger agreement. The completion of the merger is not conditioned or dependent upon the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger. Nor is the completion of the merger conditioned upon the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement. Additionally, if the merger agreement is terminated by EMC or Denali in the event the EMC shareholders have voted on and failed to approve the merger agreement at the special meeting, EMC will be obligated to reimburse Denali for all reasonable out-of-pocket expenses incurred by Denali, Merger Sub or their respective affiliates in connection with the merger agreement and the transactions contemplated thereby, up to an aggregate maximum amount of $50 million.

Q: May EMC shareholders exercise appraisal rights instead of receiving the per share merger consideration for shares of EMC common stock?

A: Under the MBCA, EMC is required to state whether it has concluded that EMC shareholders are, are not or may be entitled to assert appraisal rights, which are generally available to shareholders of a merging Massachusetts corporation under Section 13.02(a)(1) of the MBCA, subject to certain exceptions. For the reasons described under "*Appraisal Rights of EMC Shareholders,*" EMC has concluded that EMC shareholders may be entitled to appraisal rights. The relevant provisions of the MBCA have not been the subject of judicial interpretation and EMC and Denali reserve the right to contest the validity and availability of any purported demand for appraisal rights in connection with the merger. In this regard, Denali has indicated that in any appraisal proceeding it will assert, and will cause EMC as its wholly owned subsidiary following completion of the merger to assert, that an exception to appraisal rights is applicable to the merger.

Under Part 13 of the MBCA, EMC shareholders who believe they are or may be entitled to appraisal rights in connection with the merger must, in order to exercise those rights:

- prior to the special meeting, deliver to EMC a written notice of intent to demand payment for such shareholders' shares of EMC common stock if the merger is effectuated;
- NOT vote for the proposal to approve the merger agreement; and
- comply with other procedures under Part 13 of the MBCA.

These procedures are summarized under "*Appraisal Rights of EMC Shareholders*." In addition, the text of Part 13 of the MBCA is reproduced in its entirety as *Annex E* to this proxy statement/prospectus.

Q: Why are EMC shareholders being asked to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger?

A: The SEC has adopted rules that require EMC to seek a non-binding, advisory vote on the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger.

Q: What happens if EMC shareholders do not approve the proposal to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger?

A: Approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger is not a condition to the completion of the merger. The vote is a non-binding, advisory vote. If EMC shareholders approve the merger agreement and the merger is completed, EMC will be obligated to pay all or a portion of this compensation to its named executive officers in connection with the completion of the merger or certain terminations of employment following the merger, even if EMC shareholders do not approve this proposal.

Q: What are the material U.S. federal income tax consequences of the merger to EMC shareholders?

A: It is anticipated that the merger should generally be treated as an exchange by EMC shareholders of shares of EMC common stock for common stock of Denali and cash in a transaction described in Section 351 of the Internal Revenue Code (except to the extent treated as a redemption, as described below). However, there is a lack of certainty regarding the U.S. federal income tax treatment of the merger and the Class V Common Stock. See "*Risk Factors—Risk Factors Relating to the Merger—There is a lack of certainty regarding the U.S. federal income tax treatment of the merger and the Class V Common Stock*" and "*Proposal 1: Approval of the Merger Agreement — Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders—U.S. Federal Income Tax Consequences of Alternative Treatment of the Merger or the Class V Common Stock.*"

The completion of the merger is conditioned upon the receipt by each of EMC and Denali, respectively, of an opinion from its tax counsel that (1) the merger, taken together with related transactions, should qualify as an exchange described in Section 351 of the Internal Revenue Code and (2) for U.S. federal income tax purposes, the Class V Common Stock should be considered common stock of Denali. Neither Denali nor EMC currently intends to waive the opinion condition to its obligation to complete the merger. If either Denali or EMC waives the opinion condition after the registration statement of which this proxy statement/prospectus forms a part is declared effective by the SEC, and if the tax consequences of the merger to EMC shareholders have materially changed, Denali and EMC will recirculate appropriate soliciting materials to resolicit the votes of EMC shareholders.

To the extent the exchange of shares of EMC common stock for common stock of Denali and cash qualifies as an exchange described in Section 351 of the Internal Revenue Code, and subject to the discussion below regarding cash provided by EMC, U.S. holders of EMC common stock who receive cash and Class V Common Stock in the merger should recognize gain (but not loss) in an amount equal to the lesser of (1) the

amount by which the sum of the fair market value of the Class V Common Stock and the amount of cash (other than cash received instead of fractional shares of Class V Common Stock) received by such holder in the exchange for shares of EMC common stock exceeds the holder's adjusted basis in such shares of EMC common stock, and (2) the amount of cash (other than cash received instead of fractional shares of Class V Common Stock) received by such holder in such exchange for shares of EMC common stock. However, to the extent that cash in the merger is considered to be provided by EMC, (1) the exchange of such cash for EMC common stock should be treated as a redemption of EMC common stock for the cash provided by EMC and (2) to the extent so treated, a U.S. holder of EMC common stock would recognize capital gain or loss equal to the difference between the amount of cash received in such redemption and such holder's tax basis in the portion of such holder's EMC common stock deemed to have been redeemed in such redemption.

The treatment of any cash received instead of a fractional share interest in Class V Common Stock is discussed in "*Proposal 1: Approval of the Merger Agreement—Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders—U.S. Federal Income Tax Consequences of the Merger to U.S. Holders of EMC Common Stock—Cash in Lieu of Fractional Shares*."

While we believe that, for U.S. federal income tax purposes, the Class V Common Stock should be treated as common stock of Denali, there are currently no Internal Revenue Code provisions, U.S. federal income tax regulations, court decisions or published rulings of the U.S. Internal Revenue Service, referred to as the IRS, directly addressing the characterization of stock with characteristics similar to the Class V Common Stock. In addition, the IRS has announced that it will not issue advance rulings on the characterization of an instrument with characteristics similar to those of the Class V Common Stock. Accordingly, no assurance can be given that the treatment of the Class V Common Stock as common stock of Denali, if contested, would be sustained by a court.

If the Class V Common Stock were not treated as common stock of Denali, the U.S. federal income tax consequences of the merger to U.S. holders of EMC common stock would differ from those described above. For a more detailed discussion of the material U.S. federal income tax consequences of the merger and the Class V Common Stock, see "*Proposal 1: Approval of the Merger Agreement—Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders.*"

EMC shareholders are urged to consult their tax advisors to determine the U.S. federal income tax consequences of the merger to them in light of their particular circumstances, as well as estate, gift, state, local or non-U.S. tax consequences.

Q: When do you expect to complete the merger?

A: As of the date of this proxy statement/prospectus, it is not possible to estimate accurately the completion date for the merger because the merger is subject to the satisfaction (or, to the extent permitted by applicable law, waiver) of the conditions to Denali's and EMC's obligations to complete the merger. Denali and EMC, however, expect the merger to close during the second or third quarter of Denali's fiscal year ending February 3, 2017. Because the completion of the merger is conditioned on receipt of governmental approvals and the satisfaction of other conditions to the merger, no assurance can be given as to when, or if, the merger will be completed. The merger agreement provides for an outside date of December 16, 2016 for the completion of the merger. For more information regarding the conditions that must be satisfied (or, to the extent permitted by applicable law, waived) prior to the completion of the merger, see "*The Merger Agreement—Conditions to the Merger*."

Q: What will happen to outstanding EMC equity awards in the merger?

A: Each currently outstanding EMC stock option will become vested and fully exercisable for a reasonable period of time prior to 11:59 p.m., New York City time, on the last trading day prior to the effective time of the merger, referred to as the vesting effective time of the merger. Each EMC stock option that remains outstanding immediately prior to the vesting effective time of the merger will be automatically exercised

immediately prior to the vesting effective time of the merger on a net exercise basis, such that shares of EMC common stock with a value equal to the aggregate exercise price and applicable tax withholding will reduce the number of shares of EMC common stock otherwise issuable. Each such holder of a net exercised EMC stock option will thereafter be entitled to receive the merger consideration with respect to the whole net number of shares of EMC common stock issued upon such net exercise, together with cash in lieu of any fractional shares of EMC common stock. Except for a limited number of restricted stock units that may be granted following the date of the merger agreement and that will continue in effect as cash awards following the effective time of the merger, each EMC restricted stock unit outstanding immediately prior to the vesting effective time of the merger will become fully vested immediately prior to the vesting effective time of the merger (with performance vesting units vesting at the target level of performance) and the holder will become entitled to receive the merger consideration with respect to the whole net number of shares of EMC common stock subject to the award (which will be calculated net of the number of shares withheld in respect of taxes upon the vesting of the award), together with cash in lieu of any fractional shares of EMC common stock. The merger agreement provides that Denali may agree with individual award recipients to different treatment with respect to equity awards made prior to the execution of the merger agreement; no such agreements were in effect as of the date of this proxy statement/prospectus. A portion of the merger consideration related to outstanding EMC equity awards will be recorded as day one post-acquisition stock compensation expense. Based on current estimates, we expect the day one post-acquisition stock compensation expense to be approximately $0.8 billion to $1.0 billion. See "*Proposal 1: Approval of the Merger Agreement—Treatment of EMC Equity Awards*" for additional information about the treatment of EMC equity awards under the merger agreement.

Q: What do I need to do now?

A: After carefully reading and considering the information contained in and incorporated by reference into this proxy statement/prospectus, including its annexes, please submit your proxy as promptly as possible, so that your shares may be represented and voted at the special meeting. To submit a proxy or to vote your shares of EMC common stock, do so by:

- signing, dating, marking and returning the enclosed proxy card in the accompanying postage-paid return envelope;
- submitting your proxy via the Internet or by telephone by following the instructions included on your proxy card; or
- attending the special meeting and voting by ballot in person.

If you hold shares in street name, please instruct your nominee or intermediary to vote your shares by following the instructions that the nominee or intermediary provides to you with these materials. Your nominee or intermediary will vote your shares of EMC common stock for you only if you provide instructions to it on how to vote. Please refer to the voting instruction card used by your nominee or intermediary to see if you may submit voting instructions using the telephone or Internet.

Q: Should I send in my EMC stock certificates now?

A: No. EMC shareholders should not send in their stock certificates at this time. After the completion of the merger, Denali's exchange agent will send you a letter of transmittal and instructions for exchanging your shares of EMC common stock for the merger consideration. The shares of Class V Common Stock you receive in the merger will be issued in book-entry form and physical certificates will not be issued. See "*Proposal 1: Approval of the Merger Agreement—Exchange of Shares in the Merger*."

Q: How will the merger be financed?

A: The merger will be financed with a combination of equity and debt financing and cash on hand. Denali has obtained committed equity financing for up to $4.25 billion in the aggregate (from Michael S. Dell and a separate property trust for the benefit of Mr. Dell's wife, MSDC Denali Investors, L.P., MSDC Denali EIV,

LLC, funds affiliated with Silver Lake Partners, and Temasek) and debt financing commitments for up to $49.5 billion in the aggregate from, among others, Credit Suisse, J.P. Morgan, Barclays, BofA Merrill Lynch, Citi, Goldman Sachs, Deutsche Bank and RBC Capital Markets for the purpose of financing the merger and refinancing certain existing indebtedness of Denali and EMC. The obligations of the lenders under Denali's debt financing commitments are subject to a number of customary conditions. Denali's debt financing commitments will terminate upon the earlier of the termination of the merger agreement in accordance with its terms and December 16, 2016. See "*Proposal 1: Approval of the Merger Agreement—Financing of the Merger*." In addition, each of Denali and EMC has agreed to make available a certain amount of cash on hand (at least $2.95 billion, in the case of Denali, and $4.75 billion, in the case of EMC) at the completion of the merger for the purpose of financing the transactions contemplated by the merger agreement.

Q: Does Denali expect to use any of VMware's cash flows and debt capacity to repay indebtedness incurred by Denali in connection with the merger?

A: No. The credit structure and plans for servicing the indebtedness of Denali and its subsidiaries after the completion of the merger are based entirely on anticipated proceeds from sales of non-core businesses attributable to the DHI Group, operating cash flows attributable to the DHI Group and working capital improvements by the DHI Group and do not rely on VMware's cash flows or debt capacity.

Q: Will VMware be liable for the debt financing incurred by Denali to consummate the merger or be subject to contractual restrictions on its business?

A: No. VMware will not have any liability for the debt financing incurred by Denali to consummate the merger and Denali's debt will not impose any contractual restrictions on VMware's business.

Q: Will the Class V Common Stock issued to EMC shareholders at the time of the completion of the merger be traded on an exchange?

A: Yes. It is a condition to the completion of the merger that the shares of Class V Common Stock to be issued to EMC shareholders in the merger be approved for listing on the NYSE or Nasdaq, subject to official notice of issuance. Denali will apply for listing of the Class V Common Stock on the NYSE under the symbol "DVMT." Assuming the proposed listing standards described below are adopted in the proposed form, the Class V Common Stock will be freely transferable and will trade just like other publicly listed common stocks.

The NYSE has proposed new listing standards for a tracking stock, which the NYSE refers to as an "Equity Investment Tracking Stock," that tracks the performance of an investment by the issuer in the common equity of another company listed on the NYSE, such as VMware. The NYSE listing standards as so proposed would allow for the listing of the Class V Common Stock, but no assurances can be given that such listing standards will be adopted in the proposed form. Under the proposed new listing standards, the Class V Common Stock could be delisted in certain circumstances, which delisting would materially adversely affect the liquidity and value of the Class V Common Stock. For example, any alteration of assets and liabilities attributed to the Class V Group that results in the Class V Common Stock ceasing to track the performance of VMware Class A common stock could result in the delisting of the Class V Common Stock. See "*Risk Factors—Risk Factors Relating to Denali's Proposed Tracking Stock Structure—The NYSE has proposed new listing standards for a tracking stock, such as the Class V Common Stock, which tracks the performance of an investment by the issuer in the common equity of another company listed on the NYSE, such as VMware*" and "*—The new listing standards proposed by the NYSE include certain requirements to maintain the listing of an Equity Investment Tracking Stock. If the Class V Common Stock were delisted because of the failure to meet any of such requirements, the liquidity and value of the Class V Common Stock would be materially adversely affected*" and "*Proposal 1: Approval of the Merger Agreement—Listing of Shares of Class V Common Stock and Delisting and Deregistration of EMC Common Stock*."

Q: If I am an EMC shareholder, whom should I call with questions?

A: If you have any questions about the merger or the special meeting, or wish to obtain additional copies of this proxy statement/prospectus, proxy cards or voting instruction forms, you should contact:

Innisfree M&A Incorporated
501 Madison Avenue, 20th floor
New York, New York 10022
Shareholders may call toll free: (888) 750-5834
Banks and Brokers may call collect: (212) 750-5833

or

EMC Corporation
176 South Street
Hopkinton, Massachusetts 01748
Attention: Investor Relations
Email: emc_ir@emc.com
Telephone: (508) 435-1000

Q: Where can I find more information about Denali and EMC?

A: You can find more information about Denali and EMC from the sources described under "*Where You Can Find More Information*."

Questions and Answers Regarding Denali's Proposed Tracking Stock Structure

Q: What is a tracking stock?

A: A tracking stock is a separate class or series of a company's common stock that is intended to reflect the economic performance of a defined set of assets and liabilities, usually consisting of a specific business or subsidiary.

Q: What will be the series of common stock of Denali?

A: The series of common stock of Denali will be the Class V Common Stock and the DHI Group common stock.

- EMC's interest in the VMware business currently consists of approximately 343 million shares of VMware common stock. The approximately 223 million shares of Class V Common Stock issuable to EMC shareholders as merger consideration (assuming EMC shareholders either are not entitled to or do not properly exercise appraisal rights) will represent approximately 65% of the shares of Class V Common Stock authorized to be issued under the Denali certificate and, as a result, are intended to track and reflect the economic performance of approximately 65% of EMC's current economic interest in the VMware business. The Class V Common Stock is initially intended to track the performance of such economic interest in the VMware business after the merger, but we cannot assure you that the market price of the Class V Common Stock will, in fact, reflect such performance. The number of shares of Class V Common Stock to be issued initially will have a one-to-one relationship to approximately 65% of the number of shares of VMware common stock currently owned by EMC.
- The DHI Group common stock, which is comprised of four series of common stock, is intended to track the performance of Denali as a whole excluding the interest in the Class V Group to be represented by outstanding shares of Class V Common Stock. Following the merger, we expect that the DHI Group common stock initially will track and reflect the economic performance of approximately 35% of EMC's current economic interest in the VMware business.

- The assets and liabilities of Denali that are intended to be tracked by the authorized Class V Common Stock, which initially will consist solely of Denali's economic interest in the VMware business as of the completion of the merger, are referred to as the Class V Group, and the remaining assets and liabilities of Denali that are intended to be tracked by the DHI Group common stock (including a retained interest in the Class V Group) are referred to as the DHI Group.

Q: How are Denali's interests aligned with the interests of the holders of the Class V Common Stock?

A: After the completion of the merger, Denali will be the largest stockholder of VMware. The owners of the DHI Group common stock, which includes Michael S. Dell and the SLP stockholders, will have an indirect economic interest in the approximately 35% of the VMware common stock owned by Denali at the completion of the merger that are not attributed to the holders of the Class V Common Stock. As a result, at the completion of the merger, the owners of the DHI Group common stock will have an indirect economic interest in approximately 28% of the VMware business. We believe this significant ownership interest by Denali in VMware provides a significant incentive for Denali to promote success at VMware and aligns Denali's interests with the interests of the holders of the Class V Common Stock.

After the completion of the merger and assuming no change in the number of outstanding shares of VMware common stock before the completion of the merger, Denali is expected to beneficially own 300 million shares of VMware Class B common stock, representing 100% of the outstanding shares of VMware Class B common stock, and approximately 43 million shares of VMware Class A common stock, representing approximately 35.5% of the outstanding shares of VMware Class A common stock. Each share of VMware Class A common stock is entitled to one vote per share and each share of VMware Class B common stock is entitled to ten votes per share. Such beneficial ownership by Denali is expected to represent approximately 97.5% of the total voting power of the outstanding VMware common stock.

Q: What is the Capital Stock Committee and what function will it serve in our tracking stock structure?

A: The Denali board of directors will create a standing committee known as the Capital Stock Committee. The Denali board of directors will not be permitted to take certain actions with respect to the Class V Common Stock without the approval of the Capital Stock Committee, including any actions that would result in any changes to the policies governing the relationship between the Class V Group and the DHI Group or in any reallocation of assets and liabilities between the Class V Group and the DHI Group. The Capital Stock Committee will consist of at least three members, the majority of whom must qualify as independent directors under the rules of the NYSE. Under the Denali board policies, if such independent directors are granted equity compensation by Denali, approximately half of the value at grant of all such compensation will consist of Class V Common Stock or options to purchase Class V Common Stock.

Q: What will be the voting rights of the series of stock of Denali after the merger?

A: Holders of Class V Common Stock will vote together with the DHI Group common stock as a single class except in certain limited circumstances under which the holders of Class V Common Stock will have the right to vote as a separate class and except in the election of Denali's Group II Directors and Group III Directors, as described under "*Description of Denali Capital Stock Following the Merger—Denali Common Stock—Voting Rights*."

Each holder of record of Class V Common Stock and Class C Common Stock will be entitled to one vote per share of Class V Common Stock or Class C Common Stock, as applicable. Holders of Class A Common Stock and Class B Common Stock will be entitled to 10 votes per share of Class A Common Stock or Class B Common Stock, as applicable. Class D Common Stock will not vote on any matters except to the extent required under Delaware law. Immediately following the completion of the merger, it is expected that the number of votes to which holders of Class V Common Stock would be entitled will represent approximately

4% of the total number of votes to which all holders of Denali common stock would be entitled, the number of votes to which holders of Class A Common Stock would be entitled will represent approximately 73% of the total number of votes to which all holders of Denali common stock would be entitled, the number of votes to which holders of Class B Common Stock would be entitled will represent approximately 23% of the total number of votes to which all holders of Denali common stock would be entitled, and the number of votes to which holders of Class C Common Stock would be entitled will represent less than 1% of the total number of votes to which all holders of Denali common stock would be entitled.

The Class V Common Stock is common stock of Denali and will not vote on matters brought before the shareholders of VMware.

Q: Who will control Denali following the merger?

A: After the completion of the merger, by reason of their ownership of substantially all of the Class A Common Stock, the MD stockholders and the MSD Partners stockholders will have the ability to elect all of the Group I Directors, who will have an aggregate of 3 of the 13 total votes on the Denali board of directors, and all of the Group II Directors, who will have an aggregate of 7 of the 13 total votes on the Denali board of directors. By reason of their ownership of all of the Class B Common Stock, the SLP stockholders will have the ability to elect all of the Group III Directors, who will have an aggregate of 3 of the 13 total votes on the Denali board of directors. Immediately following the completion of the merger, Michael S. Dell is expected to be the sole Group II Director and will therefore be entitled to cast a majority of the votes entitled to be cast by all Denali directors and thereby approve any matter submitted to the Denali board of directors other than any matter that also requires approval of the Capital Stock Committee or the audit committee. Immediately following the completion of the merger, Egon Durban and Simon Patterson are expected to be the sole Group III Directors. By reason of their ownership of Class A Common Stock possessing a majority of the aggregate votes entitled to be cast by the holders of the Class A Common Stock, the Class B Common Stock, the Class C Common Stock and the Class V Common Stock, voting together as a single class, the MD stockholders and the MSD Partners stockholders will have the ability to approve any matter submitted to the vote of all of the outstanding shares of Denali common stock voting together as a single class. Through their control of Denali, the MD stockholders and the MSD Partners stockholders will, subject to limited exceptions and certain consent rights of the SLP stockholders and to any required approval of the audit committee or the Capital Stock Committee, be able to control actions to be taken by Denali, including the election of directors of VMware and Denali's other subsidiaries, and, subject to certain exceptions requiring separate class votes, amendments to Denali's organizational documents and the approval of significant corporate transactions. Denali's directors will owe fiduciary duties to Denali as a whole and all of Denali's stockholders and not just to holders of a particular series of shares. Denali intends to form an executive committee of its board of directors consisting entirely of Group II Directors and Group III Directors (none of whom are expected to be independent directors) and expects that a substantial portion of the power and authority of the Denali board of directors will be delegated to the executive committee. See "*Management of Denali After the Merger*."

Denali does not expect to identify all of the initial Group I Directors before the special meeting. However, Denali is obligated under the merger agreement to appoint all of the initial Group I Directors as of the completion of the merger. Denali will disclose the identities of the Group I Directors in the public filings it makes with the SEC when they are determined but in any event before the completion of the merger.

Q: What kind of financial information will be publicly available in the future?

A: Upon the effectiveness of the registration statement of which this proxy statement/prospectus forms a part, Denali will be required to file periodic reports, proxy statements and other information with the SEC, including annual reports on Form 10-K and quarterly reports on Form 10-Q that, following the completion of the merger, will include consolidated financial statements for Denali as a whole. In addition, Denali will include unaudited financial information that will show the attribution of its assets, liabilities, revenue and expenses to the Class V Group in accordance with its tracking stock policy. In addition, VMware will

remain a public company and will continue to file annual reports on Form 10-K and quarterly reports on Form 10-Q with the SEC and issue periodic press releases and updates just as it does currently.

Q: Will the Class V Common Stock pay a dividend?

A: VMware does not currently pay dividends on its common stock, and any decisions regarding dividends on the VMware common stock would be a decision of VMware's board of directors. Denali does not presently intend to pay cash dividends on the Class V Common Stock. If VMware were to pay a dividend on the VMware common stock owned by Denali that is attributable to the Class V Group, Denali could, but would not be required to, distribute some or all of that amount to the holders of Class V Common Stock. The after-tax amount of any dividends paid on the VMware common stock owned by Denali that is attributable to the Class V Group, but not thereafter distributed by Denali to the holders of Class V Common Stock, would be allocated to the assets tracked by the Class V Common Stock. Any determination to reallocate or use such amounts for any purpose other than to pay dividends on the Class V Common Stock may be made only upon approval of the Capital Stock Committee. For as long as Denali files consolidated U.S. federal income tax returns with VMware, Denali would not be subject to U.S. federal income tax on dividends received on the VMware common stock.

Q: Will VMware become part of Denali's consolidated group for U.S. federal income tax purposes?

A: Denali intends to seek to maintain a sufficient direct or indirect ownership interest in VMware to enable Denali to consolidate with VMware for U.S. federal income tax purposes. As a result, consistent with the practice of EMC, Denali may from time to time acquire, directly or indirectly, additional shares of VMware to the extent necessary to maintain U.S. federal income tax consolidation.

Q: Does Denali intend to repurchase Class V Common Stock after the completion of the merger?

A: Following the completion of the merger, Denali intends to consider opportunities to repurchase shares of Class V Common Stock from time to time. Any such repurchases will be subject to Denali's ability to generate free cash flow (through operations, assets sales or otherwise), to Denali's objective of reducing its indebtedness in the first 18-24 months after the completion of the merger and achieving an investment-grade rating for such indebtedness, to restrictions in Denali's debt instruments, to the existence of sufficient lawfully available funds for such repurchases and to market conditions and other factors. Denali's debt facilities are expected initially to permit up to $3 billion of such repurchases and other types of restricted payments, which amount may increase over time based on Denali's net income and other factors.

Q: What happens if VMware issues additional shares of common stock?

A: An issuance of additional common stock by VMware would dilute the ownership of all existing VMware common stockholders, including Denali. Similarly, the economic interest in the VMware business tracked by the Denali Class V Common Stock would be diluted on a pro rata basis. Any issuance of additional common stock by VMware that would dilute the ownership of Denali to the extent that Denali ceases to own at least 50% of either the economic interest or the voting power of all of the outstanding classes of common equity of VMware could result in the delisting of the Class V Common Stock, which would materially adversely affect the liquidity and value of the Class V Common Stock. See "*Risk Factors—Risk Factors Relating to Denali's Proposed Tracking Stock Structure—The new listing standards proposed by the NYSE include certain requirements to maintain the listing of an Equity Investment Tracking Stock. If the Class V Common Stock were delisted because of the failure to meet any of such requirements, the liquidity and value of the Class V Common Stock would be materially adversely affected*."

Q: Will the Class V Common Stock have exposure to credit risk at Denali?

A: Yes. Holders of DHI Group common stock and Class V Common Stock will be stockholders of a single company and subject to all risks associated with an investment in Denali and all of our businesses, assets and liabilities. The DHI Group common stock and the Class V Common Stock will not have ownership interests in either group and will not entitle their holders to any special rights to receive specific assets of either group. Denali believes that the merger will have a neutral or positive impact on Dell's current corporate debt ratings. Since the completion of its going-private transaction in October 2013, Dell has generated significant free cash flow (defined as cash flows from operations minus capital expenditures), reduced its aggregate indebtedness by approximately $3.1 billion (with Denali reducing its aggregate indebtedness by $5.1 billion as of April 29, 2016) and improved its corporate debt ratings.

Q: May Denali allocate assets and liabilities to the Class V Group that would not initially be part of the Class V Group?

A: Yes. However, pursuant to the Denali certificate and Denali's tracking stock policy, any allocation or reallocation of assets or liabilities to the Class V Group would need to be in exchange for assets and liabilities having an equivalent fair value, as determined by the Denali board of directors with the approval of the Capital Stock Committee, a majority of whom will be independent directors. Any such allocation or reallocation of assets and/or liabilities between the two groups, and the impact thereof, would be reflected in the unaudited financial information that Denali will provide in its periodic filings with the SEC, which will show the attribution of Denali's assets, liabilities, revenue and expenses to the Class V Group in accordance with its tracking stock policy. Although any such allocation or reallocation would change the nature of assets and liabilities that would be attributed to the Class V Group, it would not change the relative economic interests of the holders of Class V Common Stock and the holders of DHI Group common stock in the Class V Group (initially approximately 65% and 35%, respectively), unless such an allocation or reallocation involved a transfer of assets or liabilities from one group to the other in return for an increase or decrease, as the case may be, of the DHI Group's retained interest in the Class V Group. See "*Description of Denali Capital Stock Following the Merger—Denali Common Stock—Certain Adjustments to the Number of Retained Interest Shares*" and "*Description of Denali Tracking Stock Policy—Relationship between the DHI Group and the Class V Group*."

Any allocation or reallocation of assets and liabilities to the Class V Group that results in the Class V Common Stock ceasing to track the performance of VMware Class A common stock could result in the delisting of the Class V Common Stock, which would materially adversely affect the liquidity and value of the Class V Common Stock. See "*Risk Factors—Risk Factors Relating to Denali's Proposed Tracking Stock Structure—The new listing standards proposed by the NYSE include certain requirements to maintain the listing of an Equity Investment Tracking Stock. If the Class V Common Stock were delisted because of the failure to meet any of such requirements, the liquidity and value of the Class V Common Stock would be materially adversely affected*."

Q: How can the relative economic interests of the holders of Class V Common Stock and the holders of DHI Group common stock in the Class V Group change?

A: In addition to the reallocation of assets or liabilities from one group to the other in return for an increase or decrease of the DHI Group's retained interest in the Class V Group as referred to in the previous question, the relative economic interests of the holders of the Class V Common Stock and the holders of the DHI Group common stock in the Class V Group could also change when Denali issues or repurchases shares of Class V Common Stock, as described under "*Description of Denali Capital Stock Following the Merger—Denali Common Stock—Certain Adjustments to the Number of Retained Interest Shares*."

Q: ***Why is a tracking stock being used to finance the acquisition of EMC?***

A: The Class V Common Stock will afford EMC shareholders the opportunity to benefit from any value creation that may result from any revenue synergies of the Class V Group with Dell. Collectively, EMC shareholders indirectly own approximately 81% of VMware as of the date of this proxy statement/prospectus. Upon the completion of the merger, EMC shareholders will receive shares of Class V Common Stock that will be publicly traded and that are intended to track, in the aggregate, an approximately 53% economic interest in the VMware business (assuming no change to the percentage economic interest of EMC in the VMware business prior to the completion of the merger and that EMC shareholders either are not entitled to or do not properly exercise appraisal rights).

Owning EMC's interest in the VMware business is a fundamental part of Denali's strategic rationale for this transaction. VMware's success is important to the business strategy of a merger combining Dell and EMC, and Denali believes it will be in the best interests of its common stockholders after the merger to retain a large economic interest in the VMware business. Additionally, given constraints on the amount of cash financing available for the transaction, the issuance of the Class V Common Stock enables Denali to pay a higher purchase price for EMC than it could in a transaction consisting entirely of 100% cash consideration.

Q: ***How common is tracking stock? Do other tracking stocks exist? When was the last time a tracking stock was issued?***

A: Tracking stocks are relatively uncommon financing structures, and tracking stocks that track an economic interest in another publicly traded company are even less common. Tracking stocks have been utilized in the past by such blue chip companies as The Walt Disney Company, General Motors, Liberty Media, AT&T and Georgia Pacific, but they have been used infrequently since 2001. Tracking stocks have been used most recently by Fidelity National Financial, Inc. in June 2014 and on April 18, 2016, Liberty Media's common stock was reclassified into three new tracking stocks.

SUMMARY

This summary highlights selected information from this proxy statement/prospectus. It may not contain all of the information that is important to you. You are urged to read this entire proxy statement/prospectus and the other documents referred to or incorporated by reference into this proxy statement/prospectus in order to fully understand the merger, the merger agreement and the other related transactions and agreements. See "*Where You Can Find More Information*" for information on how you can obtain copies of the incorporated documents or view them via the Internet. Each item in this summary refers to the beginning page of this proxy statement/prospectus on which that subject is discussed in more detail.

The Companies (See page 84)

Denali Holding Inc.

Denali Holding Inc., referred to as Denali, is a holding company that conducts its business operations through Dell Inc., referred to as Dell, and Dell's direct and indirect wholly owned subsidiaries.

Denali was incorporated in the state of Delaware on January 31, 2013 in connection with the going-private transaction of Dell, which was completed in October 2013. Denali is owned by Michael S. Dell, the Chairman, Chief Executive Officer and founder of Dell, a separate property trust for the benefit of Mr. Dell's wife, investment funds affiliated with Silver Lake Partners (a global private equity firm), investment funds affiliated with MSD Partners, L.P. (an investment firm that was formed by the principals of MSD Capital, L.P., the investment firm that exclusively manages the capital of Mr. Dell and his family), members of Dell's management and other investors. As of May 15, 2016, Mr. Dell and his wife's trust beneficially owned approximately 70% of Denali's voting securities, the investment funds associated with Silver Lake Partners beneficially owned approximately 24% of Denali's voting securities, and the other stockholders beneficially owned approximately 6% of Denali's voting securities.

Upon the listing of the shares of Class V Common Stock on the NYSE, Denali will be a "controlled company" within the meaning of NYSE rules and, as a result, will qualify for exemptions from, and may elect not to comply with, certain corporate governance requirements, including the requirements that, within one year of the date of the listing of the Class V Common Stock:

- Denali have a board that is composed of a majority of "independent directors," as defined under the rules of the NYSE;
- Denali have a compensation committee that is composed entirely of independent directors; and
- Denali have a corporate governance and nominating committee that is composed entirely of independent directors.

Following the completion of the merger, Denali intends to utilize these exemptions. Accordingly, holders of Class V Common Stock will not have the same protections afforded to stockholders of companies such as EMC that are subject to all of the corporate governance requirements of the NYSE.

Denali's principal executive offices are located at One Dell Way, Round Rock, Texas 78682, and its telephone number is (512) 728-7800. Denali's website address is *www.dell.com*. The information contained in, or that may be accessed through, Denali's website is not intended to be incorporated into this proxy statement/prospectus.

Dell Inc.

Dell is a leading global information technology company that designs, develops, manufactures, markets, sells and supports a wide range of products and services. Dell was incorporated in the state of Delaware in 1984 and is an indirect wholly owned subsidiary of Denali.

Dell's principal executive offices are located at One Dell Way, Round Rock, Texas 78682, and its telephone number is (512) 728-7800. Dell's website address is *www.dell.com*. The information contained in, or that may be accessed through, Dell's website is not intended to be incorporated into this proxy statement/prospectus.

Universal Acquisition Co.

Universal Acquisition Co., referred to as Merger Sub, is a Delaware corporation and wholly owned subsidiary of Denali. Merger Sub was incorporated on October 8, 2015, solely for the purpose of effecting the merger. It has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement. Merger Sub's principal executive offices are located at One Dell Way, Round Rock, Texas 78682, and its telephone number is (512) 728-7800.

EMC Corporation

EMC Corporation, referred to as EMC, including its subsidiaries and affiliates, is a company that manages a federation of businesses, each of which plays a vital role in the transformation of IT. These businesses enable customers to build cloud-based infrastructures for existing applications while at the same time helping customers build and run new applications. EMC was incorporated in Massachusetts in 1979.

EMC common stock is listed on the NYSE under the trading symbol "EMC." EMC's principal executive offices are located at 176 South Street, Hopkinton, Massachusetts 01748, its telephone number is (508) 435-1000, and its website is *www.emc.com*. The information contained in, or that can be accessed through, EMC's website is not intended to be incorporated into this proxy statement/prospectus.

Special Meeting of EMC Shareholders (See page 156)

General

The special meeting will be held at [ ] (Eastern Time), on [ ], 2016, at EMC's facility at 176 South Street, Hopkinton, Massachusetts 01748. At the special meeting, EMC shareholders will vote on:

- the approval of the merger agreement;
- the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger; and
- the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

The approval of the merger agreement by EMC shareholders is a condition to the obligations of Denali and EMC to complete the merger.

Record Date

The EMC board of directors has fixed the close of business on [ ], 2016 as the record date for determination of the EMC shareholders entitled to vote at the special meeting or any adjournment or postponement thereof. Only EMC shareholders of record on the record date are entitled to receive notice of, and to vote at, the special meeting or any adjournment or postponement thereof.

As of the record date, there were [ ] shares of EMC common stock outstanding and entitled to vote at the special meeting, held by approximately [ ] holders of record. Each outstanding share of EMC common stock is entitled to one vote. The number of shares you own is reflected on your proxy card.

Quorum

A majority of the outstanding shares of EMC common stock entitled to vote must be present, in person or represented by proxy, to constitute a quorum at the special meeting. Abstentions and broker non-votes will be counted as present in determining the existence of a quorum. Because none of the proposals to be voted on at the special meeting are routine matters for which brokers may have discretionary authority to vote, EMC does not expect any broker non-votes at the special meeting.

Required Vote

The required number of votes for the matters to be voted upon at the special meeting depends on the particular proposal to be voted upon:

Proposal		Vote Necessary*
Proposal 1	Approval of the Merger Agreement	Approval requires the affirmative vote, in person or by proxy, of holders of a majority of the outstanding shares of EMC common stock entitled to vote as of the record date
Proposal 2	Non-Binding, Advisory Vote on Compensation of Named Executive Officers	Approval requires the affirmative vote of a majority of the votes cast, in person or by proxy, at the special meeting
Proposal 3	Adjournment of Special Meeting of EMC Shareholders	Approval requires the affirmative vote of a majority of the votes cast, in person or by proxy, at the special meeting

* Under the rules of the NYSE, if you hold your shares of EMC common stock in street name, your nominee or intermediary may not vote your shares without instructions from you on non-routine matters. Therefore, without your voting instructions, your broker may not vote your shares on Proposal 1, Proposal 2 or Proposal 3. Abstentions from voting will have the same effect as a vote "**AGAINST**" Proposal 1, and will have no effect on Proposal 2 or Proposal 3. Broker non-votes will have the same effect as a vote "**AGAINST**" Proposal 1 and will have no effect on Proposal 2 or Proposal 3. Because none of the proposals to be voted on at the special meeting are routine matters for which brokers may have discretionary authority to vote, EMC does not expect any broker non-votes at the special meeting. If you return your signed and dated proxy card without indicating how to vote your shares on any particular proposal, the EMC common stock represented by your proxy will be voted in accordance with the recommendation of the board of directors. The EMC board of directors has recommended that such proxy cards be voted **"FOR**" Proposal 1, Proposal 2 and Proposal 3.

Share Ownership of and Voting by EMC Directors and Executive Officers

At the record date, EMC's directors and executive officers and their affiliates beneficially owned and had the right to vote [ ] shares of EMC common stock at the special meeting, which represents [ ]% of the shares of EMC common stock entitled to vote at the special meeting.

It is expected that EMC's directors and executive officers will vote their shares "**FOR**" the approval of the merger agreement, "**FOR**" the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and "**FOR**" the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

The Merger and the Merger Agreement (See pages 162 and 252)

The merger agreement provides that, on the terms and subject to the conditions in the merger agreement, and in accordance with the MBCA and the DGCL, at the effective time of the merger, Merger Sub will merge with and into EMC. As a result of the merger, the separate corporate existence of Merger Sub will cease and EMC will continue as a wholly owned subsidiary of Denali. The merger may not be completed without the approval of the merger agreement by EMC shareholders.

A copy of the merger agreement is attached as *Annex A* to this proxy statement/prospectus. **You are urged to read the merger agreement in its entirety because it is the legal document that governs the merger**. For more information on the merger and the merger agreement, see "*Proposal 1: Approval of the Merger Agreement*" and "*The Merger Agreement*."

As of the date of this proxy statement/prospectus, it is not possible to estimate accurately the completion date for the merger because the merger is subject to the satisfaction (or, to the extent permitted by applicable law, waiver) of the conditions to Denali's and EMC's obligations to complete the merger. Denali and EMC, however, expect the merger to close during the second or third quarter of Denali's fiscal year ending February 3, 2017. Because the completion of the merger is conditioned on receipt of governmental approvals and the satisfaction of other conditions to the merger, no assurance can be given as to when, or if, the merger will be completed. The merger agreement provides for an outside date of December 16, 2016 for the completion of the merger.

What EMC Shareholders Will Receive in the Merger (See page 162)

If the merger is completed, each share of EMC common stock (other than shares owned by Denali, Merger Sub, EMC or any of EMC's wholly owned subsidiaries, and other than shares with respect to which EMC shareholders are entitled to and properly exercise appraisal rights) automatically will be converted into the right to receive the merger consideration, consisting of (1) $24.05 in cash, without interest, and (2) a number of shares of validly issued, fully paid and non-assessable Class V Common Stock equal to the quotient (rounded to the nearest five decimal points) obtained by dividing (A) 222,966,450 by (B) the aggregate number of shares of EMC common stock issued and outstanding immediately prior to the effective time of the merger, plus cash in lieu of any fractional shares. Based on the number of shares of EMC common stock we currently expect will be issued and outstanding immediately prior to the completion of the merger, we estimate that EMC shareholders will receive in the merger approximately 0.111 shares of Class V Common Stock for each share of EMC common stock.

The approximately 223 million shares of Class V Common Stock issuable in the merger (assuming EMC shareholders either are not entitled to or do not properly exercise appraisal rights) are intended to track and reflect the economic performance of approximately 65% of EMC's current interest in the VMware business, which currently consists of approximately 343 million shares of VMware common stock. The Class V Common Stock is intended to track the performance of such portion of Denali's economic interest in the VMware business following the completion of the merger, but there can be no assurance that the market price of the Class V Common Stock will, in fact, reflect the performance of such economic interest. The number of shares of Class V Common Stock to be issued initially will have a one-to-one relationship to approximately 65% of the number of shares of VMware common stock currently owned by EMC.

EMC's Reasons for the Merger; Recommendation of the EMC Board of Directors (See page 183)

After consideration and consultation with its advisors, the EMC board of directors unanimously determined that the merger agreement and the transactions contemplated thereby, including the proposed merger, are advisable and in the best interests of, EMC and its shareholders, and unanimously resolved to approve and adopt the merger agreement and the transactions contemplated thereby, including the proposed merger.

The EMC board of directors unanimously recommends that EMC shareholders vote "**FOR**" the approval of the merger agreement. For the factors considered by the EMC board of directors in reaching this decision, see "*Proposal 1: Approval of the Merger Agreement—EMC's Reasons for the Merger; Recommendation of the EMC Board of Directors*."

In addition, the EMC board of directors unanimously recommends that EMC shareholders vote "**FOR**" the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and "**FOR**" the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement. See "*Proposal 2: Non-Binding, Advisory Vote on Compensation of Named Executive Officers*" and "*Proposal 3: Adjournment of Special Meeting of EMC Shareholders*" for a more detailed discussion of the recommendation.

Opinions of EMC's Financial Advisors (See page 189)

Opinion of Morgan Stanley

At the meeting of the board of directors of EMC on October 11, 2015, Morgan Stanley rendered its oral opinion, subsequently confirmed in writing as of the same date, that, as of such date and based upon and subject to the factors, procedures, assumptions, qualifications, limitations and other matters set forth in its written opinion, the merger consideration to be received by the holders of shares of EMC common stock pursuant to the merger agreement was fair from a financial point of view to the holders of shares of EMC common stock.

The full text of Morgan Stanley's written opinion, dated as of October 11, 2015, which sets forth, among other things, the assumptions made, procedures followed, matters considered, qualifications and limitations upon the review undertaken by Morgan Stanley in connection with its opinion, is attached as *Annex F* to this proxy statement/prospectus and is incorporated herein by reference. The summary of Morgan Stanley's opinion set forth in this proxy statement/prospectus under the caption "*Proposal 1: Approval of the Merger Agreement—Opinions of EMC's Financial Advisors—Opinion of Morgan Stanley*" is qualified in its entirety by reference to the full text of Morgan Stanley's written opinion.

The full text of Morgan Stanley's written opinion should be read carefully in its entirety for a description of the assumptions made, procedures followed, matters considered, qualifications and limitations upon the review undertaken by Morgan Stanley in connection with its opinion.

Opinion of Evercore

At a meeting of the board of directors of EMC held to evaluate the merger on October 11, 2015, Evercore rendered its oral opinion to the board of directors of EMC, subsequently confirmed by delivery of a written opinion, that, as of October 11, 2015, and based upon and subject to the factors, procedures, assumptions, qualifications, limitations and other matters set forth in its written opinion, the merger consideration to be received by the holders of EMC common stock that are entitled to receive such consideration in the merger is fair, from a financial point of view, to such holders of EMC common stock.

The full text of Evercore's written opinion, dated as of October 11, 2015, which sets forth, among other things, the factors considered, procedures followed, assumptions made, and qualifications and limitations on the scope of review undertaken by Evercore in connection with its opinion, is attached as *Annex G* to this proxy statement/prospectus and is incorporated herein in its entirety by reference.

The full text of Evercore's written opinion should be read carefully in its entirety for a description of the factors considered, procedures followed, assumptions made, and qualifications and limitations on the scope of review undertaken by Evercore in connection with its opinion. Evercore's opinion was addressed to, and provided for the information and benefit of, the EMC board of directors in connection with its evaluation of the merger consideration from a financial point of view and did not address any other aspects or implications of the merger. The opinion does not constitute a recommendation to the EMC board of directors or to any other persons in respect of the merger, including as to how any holder of EMC common stock should vote or act in respect of the merger. Evercore's opinion does not address the relative merits of the merger as compared to any other transaction or business strategy in which EMC might engage or the merits of the underlying decision by EMC to engage in the merger. The summary of Evercore's opinion set forth in this proxy statement/prospectus under the caption "*Proposal 1: Approval of the Merger Agreement—Opinions of EMC's Financial Advisors—Opinion of Evercore*" is qualified in its entirety by reference to the full text of Evercore's written opinion.

Financing of the Merger (See page 224)

The merger will be financed with a combination of equity and debt financing and cash on hand. Denali has obtained committed equity financing for up to $4.25 billion in the aggregate (from Michael S. Dell and a separate property trust for the benefit of Mr. Dell's wife, MSDC Denali Investors, L.P., MSDC Denali EIV, LLC, funds affiliated with Silver Lake Partners, and Temasek) and debt financing commitments for up to $49.5 billion in the aggregate from, among others, Credit Suisse, J.P. Morgan, Barclays, BofA Merrill Lynch, Citi, Goldman Sachs, Deutsche Bank and RBC Capital Markets for the purpose of financing the merger and refinancing certain existing indebtedness. The obligations of the lenders under Denali's debt financing commitments are subject to a number of customary conditions. Denali's debt financing commitments will terminate upon the earlier of the termination of the merger agreement in accordance with its terms and December 16, 2016. In addition, each of Denali and EMC has agreed to make available a certain amount of cash on hand (at least $2.95 billion, in the case of Denali, and $4.75 billion, in the case of EMC) at the completion of the merger for the purpose of financing the transactions contemplated by the merger agreement.

For more information on the financing of the merger, see "*Proposal 1: Approval of the Merger Agreement—Financing of the Merger*," "*The Merger Agreement—Denali Cash on Hand*," "*The Merger Agreement—Liquidation of Investments*; *Cash Transfers*" and "*The Merger Agreement—Common Stock Purchase Agreements*."

Interests of Certain EMC Directors and Officers (See page 232)

The EMC board of directors and its compensation committee have designed the director and executive compensation programs of EMC, in consultation with independent outside compensation experts, with a view towards attracting and retaining qualified candidates and taking into account, among other things, the compensation practices of EMC peers and competitors for such qualified candidates and market compensation practices generally. However, in considering the recommendation of the EMC board of directors with respect to the approval of the merger agreement, you should be aware that the executive officers and directors of EMC have certain interests in the merger that may be different from, or in addition to, the interests of EMC shareholders generally. The EMC board of directors was aware of these interests during its deliberations on the merits of the merger and in deciding to recommend that EMC shareholders vote to approve the merger agreement at the special meeting. These interests include, among others:

- Restricted stock units held by officers will vest immediately prior to the vesting effective time of the merger (with performance restricted stock units vesting at the target level of performance) and the

shares subject to those awards will receive Class V Common Stock, the cash portion of the merger consideration and any cash in lieu of fractional shares in the same manner as other outstanding shares of EMC common stock; and

- Unvested EMC stock options held by EMC officers will vest and become fully exercisable prior to the vesting effective time of the merger and options held by officers and directors that are outstanding immediately prior to the vesting effective time of the merger will be automatically exercised on a net exercise basis, such that shares of EMC common stock otherwise issuable pursuant to the stock options with a value equal to the aggregate exercise price and applicable tax withholding are used to satisfy those obligations; and the shares of EMC common stock issuable upon the exercise of such stock options will receive Class V Common Stock, the cash portion of the merger consideration and any cash in lieu of fractional shares in the same manner as other outstanding shares.

The treatment of EMC equity awards described above is in accordance with the terms of EMC's governing equity compensation plans.

In addition, certain of the executive officers of EMC are parties to change in control severance agreements that provide severance benefits if both (1) there is a change in control of EMC (which will occur upon the completion of the merger) and (2) the executive's employment is terminated by EMC without cause or the executive terminates his or her employment for good reason, in each case within 24 months following a change in control. In the case of such a qualifying termination following the completion of the merger, the executive would receive cash severance equal to a specified multiple (between 2 and 2.99) times the sum of the executive's annual base salary and target annual bonus, a lump sum cash severance payment equal to the executive's prorated annual bonus for the year of termination assuming target performance and certain other benefits.

We estimate that the aggregate amount of shares of Class V Common Stock and cash, respectively, that would become payable to EMC's executive officers in settlement of their unvested EMC stock options and unvested time- and performance-vesting restricted stock units (in each case as of May 11, 2016) are as follows: Joseph Tucci, 64,394 shares and $13,912,011; William J. Teuber Jr., 25,507 shares and $5,510,577; David I. Goulden, 63,061 shares and $13,623,844; Howard D. Elias, 48,201 shares and $10,413,458; Jeremy Burton, 50,570 shares and $10,925,386; William F. Scannell, 48,201 shares and $10,413,458; Paul T. Dacier, 32,515 shares and $7,024,644; Erin McSweeney, 15,868 shares and $3,428,111; Harry L. You, 15,817 shares and $3,417,120; Amit Yoran, 23,140 shares and $4,999,298; and Denis G. Cashman, 26,790 shares and $5,787,825. See the section of this proxy statement/prospectus titled "*Proposal 1: Approval of the Merger Agreement—Interests of Certain EMC Directors and Officers*" for a more detailed description of the interests of EMC's executive officers and directors.

Management of Denali After the Merger (See page 130)

Denali's business and affairs will be managed under the direction of the Denali board of directors. Pursuant to the Denali certificate, as described under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Board of Directors—Number, Election and Removal of Directors and Filling Vacancies*," and the Denali stockholders agreement, as described under "*Certain Relationships and Related Transactions—Denali Stockholders Agreement*," the Denali board of directors will consist of three classes, the Group I directors, referred to as the Group I Directors, the Group II directors, referred to as the Group II Directors, and the Group III directors, referred to as the Group III Directors.

After the completion of the merger, by reason of their ownership of substantially all of the Class A Common Stock, the MD stockholders and the MSD Partners stockholders will have the ability to elect all of the Group I Directors, who will have an aggregate of 3 of the 13 total votes on the Denali board of directors, and all of the

Group II Directors, who will have an aggregate of 7 of the 13 total votes on the Denali board of directors. By reason of their ownership of all of the Class B Common Stock, the SLP stockholders will have the ability to elect all of the Group III Directors, who will have an aggregate of 3 of the 13 total votes on the Denali board of directors. Immediately following the completion of the merger, Michael S. Dell is expected to be the sole Group II Director and will therefore be entitled to cast a majority of the votes entitled to be cast by all Denali directors and thereby approve any matter submitted to the Denali board of directors other than any matter that also requires approval of the Capital Stock Committee or the audit committee. Immediately following the completion of the merger, Egon Durban and Simon Patterson are expected to be the sole Group III Directors. Denali's directors will owe fiduciary duties to Denali as a whole and all of Denali's stockholders and not just to holders of a particular series of shares. Denali intends to form an executive committee of its board of directors consisting entirely of Group II Directors and Group III Directors (none of whom are expected to be independent directors) and expects that a substantial portion of the power and authority of the Denali board of directors will be delegated to the executive committee.

Denali does not expect to identify all of the initial Group I Directors before the special meeting. However, Denali is obligated under the merger agreement to appoint all of the initial Group I Directors as of the completion of the merger. Denali will disclose the identities of the Group I Directors in the public filings it makes with the SEC when they are determined but in any event before the completion of the merger.

By reason of their ownership of Class A Common Stock possessing a majority of the aggregate votes entitled to be cast by the holders of the Class A Common Stock, Class B Common Stock, Class C Common Stock and Class V Common Stock, voting together as a single class, the MD stockholders and the MSD Partners stockholders will have the ability to approve any matter submitted to the vote of all of the outstanding shares of Denali common stock voting together as a single class. Through their control of Denali, the MD stockholders and the MSD Partners stockholders will, subject to any required approval of the audit committee or the Capital Stock Committee, certain special voting rights of the Class V Common Stock over actions that affect the Class V Common Stock and certain consent rights of the Denali stockholders described under "*Description of Denali Capital Stock Following the Merger—Denali Common Stock—Voting Rights—Special Voting Rights of the Class V Common Stock*" and "*Certain Relationships and Related Transactions—Denali Stockholders Agreement—MD Stockholder and SLP Stockholder Approvals*," be able to control actions to be taken by Denali, including the election of directors of Denali's subsidiaries, including VMware, amendments to Denali's organizational documents and the approval of significant corporate transactions, including mergers, sales of substantially all of Denali's assets, distributions of Denali's assets, the incurrence of indebtedness and any incurrence of liens on Denali's assets.

Regulatory Approvals Required for the Merger (See page 240)

Under the merger agreement, unless waived by the parties (subject to applicable law), the merger may not be completed until (1) the parties have filed a Notification and Report Form for Certain Mergers and Acquisitions with the FTC and the Antitrust Division of the DOJ under the HSR Act and the applicable waiting period has expired or been terminated; and (2) the approval or clearance of the merger has been granted by relevant antitrust authorities in Australia, Brazil, Canada, China, the European Union, India, Israel, Japan, Mexico, Russia, South Africa, South Korea, Switzerland, Taiwan and Turkey. As of June 2, 2016, the waiting period under the HSR Act had expired, and approval or clearance of the merger had been granted in the European Union, Australia, Brazil, Canada, India, Israel, Japan, Mexico, Russia, South Africa, South Korea, Switzerland, Taiwan and Turkey.

If the merger is not completed by December 16, 2016 or if a governmental authority in the United States or a jurisdiction in which Denali, EMC or any of their respective subsidiaries has material operations has adopted any law or regulation prohibiting or rendering the completion of the merger permanently illegal or has issued an

order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the merger, and such order, decree or ruling has become final and nonappealable, either party has the right to terminate the merger agreement as described under "*The Merger Agreement—Termination*."

Material U.S. Federal Income Tax Consequences of the Merger (See page 242)

It is anticipated that the merger should generally be treated as an exchange by EMC shareholders of shares of EMC common stock for common stock of Denali and cash in a transaction described in Section 351 of the Internal Revenue Code (except to the extent treated as a redemption, as described below). However, there is a lack of certainty regarding the U.S. federal income tax treatment of the merger and the Class V Common Stock. See "*Risk Factors—There is a lack of certainty regarding the U.S. federal income tax treatment of the merger and the Class V Common Stock*" and "*Proposal 1: Approval of the Merger Agreement—Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders—U.S. Federal Income Tax Consequences of Alternative Treatment of the Merger or the Class V Common Stock.*"

The completion of the merger is conditioned upon the receipt by each of EMC and Denali, respectively, of an opinion from its tax counsel that (1) the merger, taken together with related transactions, should qualify as an exchange described in Section 351 of the Internal Revenue Code and (2) for U.S. federal income tax purposes, the Class V Common Stock should be considered common stock of Denali. Neither Denali nor EMC currently intends to waive the opinion condition to its obligation to complete the merger. If either Denali or EMC waives the opinion condition after the registration statement of which this proxy statement/prospectus forms a part is declared effective by the SEC, and if the tax consequences of the merger to EMC shareholders have materially changed, Denali and EMC will recirculate appropriate soliciting materials to resolicit the votes of EMC shareholders.

To the extent the exchange of shares of EMC common stock for common stock of Denali and cash qualifies as an exchange described in Section 351 of the Internal Revenue Code, and subject to the discussion below regarding cash provided by EMC, U.S. holders of EMC common stock who receive cash and Class V Common Stock in the merger should recognize gain (but not loss) in an amount equal to the lesser of (1) the amount by which the sum of the fair market value of the Class V Common Stock and the amount of cash (other than cash received instead of fractional shares of Class V Common Stock) received by such holder in the exchange for shares of EMC common stock exceeds the holder's adjusted basis in such shares of EMC common stock, and (2) the amount of cash (other than cash received instead of fractional shares of Class V Common Stock) received by such holder in such exchange for shares of EMC common stock. However, to the extent that cash in the merger is considered to be provided by EMC, (i) the exchange of such cash for EMC common stock should be treated as a redemption of EMC common stock for the cash provided by EMC and (ii) to the extent so treated, a U.S. holder of EMC common stock would recognize capital gain or loss equal to the difference between the amount of cash received in such redemption and such holder's tax basis in the portion of such holder's EMC common stock deemed to have been redeemed in such redemption.

The treatment of any cash received instead of a fractional share interest in Class V Common Stock is discussed in "*Proposal 1: Approval of the Merger Agreement—Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders—U.S. Federal Income Tax Consequences of the Merger to U.S. Holders of EMC Common Stock—Cash in Lieu of Fractional Shares*."

While we believe that, for U.S. federal income tax purposes, the Class V Common Stock should be treated as common stock of Denali, there are currently no Internal Revenue Code provisions, U.S. federal income tax regulations, court decisions or published IRS rulings directly addressing the characterization of stock with characteristics similar to the Class V Common Stock. In addition, the IRS has announced that it will not issue advance rulings on the characterization of an instrument with characteristics similar to those of the Class V

Common Stock. Accordingly, no assurance can be given that the treatment of the Class V Common Stock as common stock of Denali, if contested, would be sustained by a court. If the Class V Common Stock were not treated as common stock of Denali, the U.S. federal income tax consequences of the merger to U.S. holders of EMC common stock would differ from those described above.

For a more detailed discussion of the material U.S. federal income tax consequences of the merger and the Class V Common Stock, see "*Proposal 1: Approval of the Merger Agreement—Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders*."

EMC shareholders are urged to consult their tax advisors to determine the U.S. federal income tax consequences of the merger to them in light of their particular circumstances, as well as estate, gift, state, local or non-U.S. tax consequences.

Accounting Treatment (See page 246)

The merger will be accounted for using the purchase method of accounting under GAAP. Under this method of accounting, Denali will record the assets acquired and liabilities assumed of EMC as of the effective time of the merger at their fair market values. Any difference between the purchase price and the fair market value of the net tangible and identifiable intangible assets and liabilities is recorded as goodwill which will not be amortized for financial accounting purposes, but will be evaluated annually for impairment. Financial statements of Denali issued after the merger will reflect such values and will not be restated retroactively to reflect the historical financial position or results of operations of EMC. See "*Proposal 1: Approval of the Merger Agreement—Accounting Treatment*."

Listing of Shares of Class V Common Stock and Delisting and Deregistration of EMC Common Stock (See page 247)

Under the terms of the merger agreement, Denali is required to use its reasonable best efforts to cause the shares of Class V Common Stock to be issued in the merger to be approved for listing on the NYSE or Nasdaq, subject to official notice of issuance, prior to the closing of the merger. Such approval for listing is a condition to EMC's obligations to complete the merger, subject to official notice of issuance. Accordingly, application will be made to have the shares of Class V Common Stock to be issued in the merger approved for listing on the NYSE under the symbol "DVMT."

If the merger is completed, there will no longer be any publicly held shares of EMC common stock. Accordingly, EMC common stock will no longer be listed on the NYSE and will be deregistered under the Exchange Act.

Litigation Relating to the Merger (See page 249)

In connection with the merger, purported stockholders of EMC and VMware have to date filed fifteen putative shareholder class action lawsuits against various combinations of EMC, its current and former directors, VMware, certain of VMware's directors, Denali, Dell and Merger Sub, among other defendants. The Business Litigation Session of the Massachusetts Superior Court consolidated nine of those lawsuits, which generally allege, among other things, that the directors of EMC breached their fiduciary duties to EMC shareholders in connection with the merger, by, among other things, failing to maximize shareholder value, agreeing to provisions in the merger agreement that favor Dell and discourage competing bids, and that there were various conflicts of interest in the proposed transaction. These lawsuits further allege that various combinations of defendants aided and abetted the EMC directors in the alleged breach of their fiduciary duties. The Business Litigation Session of the Massachusetts Superior Court granted EMC and its directors' motion to dismiss the nine

consolidated lawsuits. Three plaintiffs have appealed the dismissal. The operative complaints in two other lawsuits generally allege that EMC, in its capacity as the majority shareholder of VMware, and individual defendants who are directors of EMC, VMware, or both, breached their fiduciary duties to minority shareholders of VMware in connection with the merger by, among other things, entering into and/or approving a merger that favors the interests of EMC and Dell at the expense of the minority shareholders. These two complaints further allege that certain defendants aided and abetted these alleged breaches of fiduciary duties. Finally, the operative complaints in four other lawsuits generally allege that the preliminary proxy statement omits and/or misrepresents material information and that such failure to disclose constitutes violations of Section 14(a) of, and Rule 14a-9 under, the Exchange Act. These four complaints further allege that various combinations of defendants are liable for violations of Section 20(a) of the Exchange Act. The fifteen lawsuits seek, among other things, injunctive relief enjoining the merger, rescission of the merger if consummated, an award of fees and costs, and/or an award of damages. Additional lawsuits arising out of or relating to the merger agreement or the merger may be filed in the future. See the section "*Proposal 1: Approval of the Merger Agreement—Litigation Relating to the Merger*" for more information about the lawsuits related to the merger that have been filed prior to the date of this proxy statement/prospectus.

Solicitation of Acquisition Proposals (See page 262)

Until 11:59 p.m. (Eastern Time) on December 11, 2015, EMC was permitted to solicit proposals relating to alternative transactions, subject to the conditions and limitations contained in the merger agreement. Such solicitation did not result in any offers to enter into an alternative transaction.

Except as expressly permitted in the merger agreement, after December 11, 2015, EMC and its subsidiaries are not permitted to solicit alternative transactions, engage in discussions or negotiations with respect to, or provide nonpublic information to any person in connection with, any alternative transaction proposal. However, prior to the approval of the merger agreement by EMC shareholders, in response to a bona fide written acquisition proposal from a person that is not an affiliate of EMC that the EMC board of directors determines in good faith (after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation) constitutes or would reasonably be expected to lead to a superior proposal, EMC may, subject to compliance with the merger agreement, (1) furnish information or data with respect to EMC and its subsidiaries to the person that is not an affiliate of EMC making such acquisition proposal and (2) participate in discussions or negotiations with the person making such acquisition proposal (and its representatives) regarding such acquisition proposal.

If the EMC board of directors concludes in good faith (after consultation with its outside legal advisors and a financial advisor of nationally recognized recognition) that such an acquisition proposal constitutes a superior proposal, the EMC board of directors would be permitted to make a change of recommendation with respect to the approval of the merger agreement by EMC shareholders or terminate the merger agreement to enter into an alternative acquisition agreement in response to an acquisition proposal. However, the EMC board of directors would not be permitted to take such action unless EMC has complied with the conditions and limitations in the merger agreement with respect to the solicitation of alternative acquisition proposals (which include an obligation to negotiate in good faith with Denali to amend the terms and conditions of the merger agreement in such a manner as would permit the EMC board of directors or EMC to not take such action).

Completion of the Merger is Subject to Certain Conditions (See page 272)

The obligations of each of Denali and EMC to effect the merger are subject to the satisfaction or (to the extent permitted by law) waiver of the following conditions:

- the approval of the merger agreement by EMC shareholders;
- the absence of any law, order, judgment or other legal restraint by a court or other governmental entity that makes illegal or prohibits the completion of the merger;

- the termination or expiration of any applicable waiting period under the HSR Act and any other antitrust law of certain other jurisdictions, and all consents under any such other antitrust law having been obtained; and
- the SEC having declared effective the registration statement of which this proxy statement/prospectus forms a part.

The obligation of Denali to effect the merger is also subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of EMC being true and correct to the extent required by, and subject to the applicable materiality standards set forth in, the merger agreement, together with the receipt by Denali of a certificate executed by EMC's chief executive officer or chief financial officer to such effect;
- EMC having performed in all material respects all obligations required to be performed by it under the merger agreement at or prior to the closing, and having performed in all respects the obligation to make available a certain amount of cash prior to the closing, together with the receipt by Denali of a certificate executed by EMC's chief executive officer or chief financial officer to such effect;
- the absence of a material adverse effect on EMC since the date of the merger agreement, together with the receipt by Denali of a certificate executed by EMC's chief executive officer or chief financial officer to such effect; and
- Denali having received a tax opinion from Simpson Thacher & Bartlett LLP regarding the U.S. federal income tax treatment of the merger and the Class V Common Stock and a copy of the tax opinion delivered to EMC referred to below.

The obligation of EMC to effect the merger is also subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of Denali, Dell and Merger Sub being true and correct to the extent required by, and subject to the applicable materiality standards set forth in, the merger agreement, together with the receipt by EMC of a certificate executed by Denali's chief executive officer or chief financial officer to such effect;
- Denali having performed in all material respects all obligations required to be performed by it under the merger agreement at or prior to the closing, and having performed in all respects the obligation to make available a certain amount of cash prior to the closing, together with the receipt by EMC of a certificate executed by Denali's chief executive officer or chief financial officer to such effect;
- EMC having received a tax opinion from Skadden, Arps, Slate, Meagher & Flom LLP regarding the U.S. federal income tax treatment of the merger and the Class V Common Stock and a copy of the tax opinion delivered to Denali referred to above; and
- the approval for listing by the NYSE or Nasdaq, subject to official notice of issuance, of the Class V Common Stock.

For a more complete summary of the conditions that must be satisfied or waived prior to the completion of the merger, see "*The Merger Agreement—Conditions to the Merger*."

Termination of the Merger Agreement (See page 273)

The merger agreement may be terminated at any time by Denali or EMC prior to the effective time of the merger, whether before or after the receipt of the EMC shareholder approval, under the following circumstances:

- by mutual written consent;
- if the merger is not completed on or before December 16, 2016;
- if any governmental entity of competent jurisdiction located in the United States or certain other jurisdictions has deemed applicable to the merger any law that prohibits or makes permanently illegal the completion of the merger or issued a final and nonappealable order permanently enjoining or otherwise prohibiting the merger;
- if EMC shareholders vote on and fail to approve the merger agreement at the special meeting; and
- subject to cure rights, if there shall have been a breach of any of the covenants or agreements or any inaccuracy of any of the representations or warranties of the other party such that the conditions to the terminating party's obligations to complete the merger would not be satisfied.

The merger agreement may also be terminated at any time by Denali prior to the effective time of the merger if EMC has materially breached the shareholder recommendation or non-solicitation provisions of the merger agreement.

The merger agreement may also be terminated at any time by EMC prior to the effective time of the merger:

- if prior to obtaining the EMC shareholder approval of the merger agreement, as permitted by and in compliance with the terms of the merger agreement, EMC enters into a binding agreement providing for a superior proposal; or
- if all of the conditions to Denali's obligation to complete the merger have been satisfied or (to the extent permitted by law) waived (other than those conditions that, by their nature, cannot be satisfied until the closing so long as such conditions would be satisfied if the closing date were the date of termination of the merger agreement) at the time the closing is required to occur pursuant to the merger agreement, and, subject to the terms and conditions set forth in the merger agreement regarding such termination, Denali and Merger Sub fail to complete the closing as required by the merger agreement.

If the merger agreement is validly terminated, the agreement will become void and have no effect, without any liability or obligation on the part of any party, except that (1) no such termination will relieve EMC from any liability for damages for fraud or willful and material breach by EMC of the merger agreement, up to a maximum aggregate amount of $4 billion, suffered by Denali, Dell or Merger Sub and (2) certain provisions of the merger agreement, including those relating to fees and expenses, effects of termination, governing law, jurisdiction, waiver of jury trial and specific performance, will continue in effect notwithstanding termination of the merger agreement.

Termination Fees Under the Merger Agreement (See page 275)

Except as expressly provided in the merger agreement, each party will pay all fees and expenses incurred by it in connection with the merger agreement and the transactions contemplated by the merger agreement. However, upon a termination of the merger agreement, a party may become obligated to pay to the other party a termination fee, in the following circumstances:

EMC will be obligated to pay a termination fee, referred to as the EMC termination fee, of $2.5 billion to Denali if:

- the merger agreement is terminated by Denali, at a time when (1) the EMC board of directors or any committee thereof shall have made a change of recommendation, (2) EMC shall have willfully and

materially breached or willfully and materially failed to perform in any material respect its obligations or agreements with respect to the solicitation of alternative acquisition proposals or its obligation to convene the EMC shareholder meeting, (3) EMC shall have failed to include its recommendation that EMC shareholders vote for the approval of the merger agreement in this proxy statement/prospectus, (4) an alternative acquisition proposal shall have been publicly announced and the EMC board of directors shall have failed to issue a press release that expressly reaffirms its recommendation that EMC shareholders vote for the approval of the merger agreement within ten business days of receipt of a written request by Denali to provide such reaffirmation, (5) any tender offer or exchange offer shall have been commenced with respect to the outstanding shares of EMC common stock, and the EMC board of directors shall not have recommended that EMC's shareholders reject such tender offer or exchange offer and not tender their EMC common stock into such tender offer or exchange offer within ten business days after commencement of such tender offer or exchange offer, or (6) EMC or the EMC board of directors (or any committee thereof) shall have resolved to, or publicly announced its intention to, take any of the foregoing actions;

- the merger agreement is terminated by EMC if permitted by and in compliance with the terms of the merger agreement, prior to obtaining its shareholder approval, to enter into an alternative acquisition agreement with respect to a superior proposal, except that, if such alternative acquisition agreement was entered into prior to 11:59 p.m. (Eastern Time) on December 11, 2015, then the EMC termination fee shall instead be $2 billion; or
- an alternative acquisition proposal shall have been made to EMC or directly to the EMC shareholders or shall have become publicly known or any person shall have publicly announced an intention to make an acquisition proposal and the merger agreement is terminated by Denali or EMC because the EMC shareholders vote on and fail to approve the merger agreement at the special meeting or by Denali because of EMC's breach or failure to perform any of its covenants or agreements in the merger agreement or the failure of any of EMC's representations and warranties to be true and correct, and, within 12 months of such termination, EMC enters into a definitive agreement for an alternative acquisition proposal or consummates the transactions contemplated by an alternative transaction proposal, except that references to 20% in the definition of alternative acquisition proposal will be deemed to be references to 50% and references to "or any significant subsidiary of EMC" and "or any of its significant subsidiaries" shall be deemed to refer only to VMware.

If the merger agreement is terminated by (1) EMC or Denali where the EMC shareholders have voted on and failed to approve the merger agreement at the special meeting or (2) Denali where EMC breached or failed to perform any of its covenants or agreements in the merger agreement or any inaccuracy of any of the representations or warranties of EMC, such that (subject to cure provisions) the conditions to Denali's obligations to complete the merger would not be satisfied, then EMC will be obligated to reimburse Denali for all reasonable out-of-pocket expenses (including all fees and expenses of counsel, accountants, investment banks, advisors and consultants to Denali, Merger Sub or their respective affiliates, and all out-of-pocket fees and expenses of financing sources for which Denali, Merger Sub or their affiliates may be responsible) incurred by Denali, Merger Sub or their respective affiliates in connection with the merger agreement and the transactions contemplated thereby, up to an aggregate maximum amount of $50 million.

Denali and Dell will be obligated to pay a termination fee, referred to as the reverse termination fee, of $4 billion to EMC if:

- the merger agreement is terminated by EMC due to Denali's, Dell's or Merger Sub's breach or failure to perform any of its covenants or agreements in the merger agreement (subject to any cure provisions) or the inaccuracy of the representations and warranties of any of them related to the financing of the transactions contemplated by the merger agreement or the Class V Common Stock (subject to any cure provisions);

- the merger agreement is terminated by EMC in a circumstance where all of the conditions to Denali's obligation to complete the merger have been satisfied or (to the extent permitted by law) waived (other than those conditions that, by their nature, cannot be satisfied until the closing of the merger so long as such conditions would be satisfied if the closing date of the merger were the date of termination of the merger agreement) at the time the closing of the merger is required to occur pursuant to the merger agreement, and, subject to the terms and conditions set forth in the merger agreement regarding such termination, Denali and Merger Sub fail to complete the closing as required by the merger agreement, except that if the merger agreement is terminated by EMC as described in this paragraph and at such time (1) EMC has made available the target amount of cash on hand that EMC is required to make available under the merger agreement and has otherwise complied with its obligations relating to making such cash available (see "*The Merger Agreement—Liquidation of Investments; Cash Transfers*"), (2) the financing sources for Denali's debt financing have confirmed that the debt financing will be funded in accordance with the terms thereof at the closing of the merger (assuming the substantially concurrent funding of the equity financing under the common stock purchase agreements with the existing Denali stockholder investors and the availability of the target amount of cash on hand to be made available by each of EMC and Denali), and (3) Denali and Dell do not make available the amount of cash on hand to be made available by Denali for the purpose of financing the transactions contemplated by the merger agreement (see "*The Merger Agreement—Denali Cash on Hand*"), then the reverse termination fee payable by Dell shall instead be $6 billion; or
- the merger agreement is terminated by Denali where the merger was not completed by the outside date in circumstances where EMC could have terminated the agreement due to a breach of covenants by Denali, Dell or Merger Sub or due to a breach of the representations and warranties of Denali, Dell or Merger Sub related to the financing of the transactions contemplated by the merger agreement or the Class V Common Stock.

For example, Denali would be obligated to pay the reverse termination fee to EMC as required by the second bullet immediately above if the merger agreement is terminated by EMC because Denali and Merger Sub fail to complete the closing as required by the merger agreement solely as a result of Denali's failure to obtain its debt financing.

Common Stock Purchase Agreements (See page 278)

Concurrently with the execution of the merger agreement, Denali entered into common stock purchase agreements, referred to as the common stock purchase agreements, with (1) Silver Lake Partners III, L.P. and Silver Lake Partners IV, L.P., referred to as the SLP investors, (2) Michael S. Dell and the Susan Lieberman Dell Separate Property Trust, referred to as the MD investors, (3) MSDC Denali Investors, L.P. and MSDC Denali EIV, LLC, referred to as the MSD Partners investors and, together with the MD investors and the SLP investors, the existing Denali stockholder investors, and (4) Temasek and, together with the existing Denali stockholder investors, the common stock investors, pursuant to which the common stock investors agreed to purchase common stock of Denali on the closing date of the merger for an aggregate purchase price of up to $4.25 billion. See "*The Merger Agreement—Common Stock Purchase Agreements*" for more information about these agreements.

Description of Denali Capital Stock Following the Merger (See pages 302 and 324)

Class V Group and DHI Group

Following the merger, Denali will have five authorized series of common stock: Class A Common Stock, Class B Common Stock, Class C Common Stock and Class D Common Stock, collectively referred to as the DHI

Group common stock, and the Class V Common Stock. For purposes of the DHI Group common stock and the Class V Common Stock, Denali's assets, liabilities and businesses will be divided into two groups:

- the "Class V Group," which initially will be comprised of Denali's post-closing economic interest in the VMware business; and
- the "DHI Group," which will be comprised of the remainder of Denali's businesses, as well as a retained interest in a portion of the Class V Group, which we refer to as the "inter-group interest in the Class V Group."

The shares of Class V Common Stock issued in the merger will represent a percentage interest in the Class V Group equal to the "Outstanding Interest Fraction" as of such date, which Denali expects will initially be equal to approximately 65%, and the DHI Group initially will have a retained interest in the remainder of the Class V Group, which Denali expects will initially be the remaining approximately 35%.

Holders of the Class V Common Stock and the DHI Group common stock will be subject to the credit risk of Denali, Denali will retain legal title to all of its assets, and Denali's tracking stock capitalization will not limit the legal responsibility of Denali or Denali's subsidiaries for their respective debts and liabilities. The DHI Group and the Class V Group are not separate legal entities and cannot own assets, and as a result, holders of the Class V Common Stock and the DHI Group common stock will not have any direct claim to, or any special legal rights related to, specific assets attributed to the Class V Group or the DHI Group, respectively.

Dividends

VMware does not currently pay dividends on its common stock, and any decisions regarding dividends on the VMware common stock would be a decision of VMware's board of directors. Denali does not presently intend to pay dividends on shares of Class V Common Stock or DHI Group common stock. If VMware were to pay a dividend on the VMware common stock owned by Denali that is attributable to the Class V Group, Denali could, but would not be required to, distribute some or all of that amount to the holders of Class V Common Stock. Should the Denali board of directors decide to declare any dividends, funds available for dividends on the DHI Group common stock and the Class V Common Stock will be limited to the lesser of the amount that would be legally available under Delaware law for the payment of dividends on the stock of such group if the group were a separate corporation and an amount equal to the funds legally available for the payment of dividends for Denali as a whole.

The Denali board of directors will have the authority and discretion to declare and pay (or to refrain from declaring and paying) dividends on outstanding shares of Class V Common Stock and dividends on outstanding shares of DHI Group common stock, in equal or unequal amounts, or only on the DHI Group common stock or the Class V Common Stock, irrespective of the amounts (if any) of prior dividends declared on, or the respective liquidation rights of, the DHI Group common stock or the Class V Common Stock, prior dividends received on the VMware common stock owned by Denali, or any other factor.

Voting Rights

The holders of the Class V Common Stock will be entitled to one vote per share of Class V Common Stock. The holders of Class A Common Stock and the Class B Common Stock will be entitled to 10 votes per share of Class A Common Stock or Class B Common Stock, as applicable, and the holders of the Class C Common Stock will be entitled to one vote per share of Class C Common Stock. The holders of the Class D Common Stock will not have any voting rights except to the extent required under Delaware law. Immediately following the completion of the merger, it is expected that the aggregate number of votes to which the holders of shares of Class V Common Stock would be entitled will represent approximately 4% of the total number of votes to which all holders of Denali common stock would be entitled, the number of votes to which the holders of shares of

Class A Common Stock would be entitled will represent approximately 73% of the total number of votes to which all holders of Denali common stock would be entitled, the number of votes to which the holders of shares of Class B Common Stock would be entitled will represent approximately 23% of the total number of votes to which all holders of Denali common stock would be entitled, and the number of votes to which the holders of shares of Class C Common Stock would be entitled will represent less than 1% of the total number of votes to which all holders of Denali common stock would be entitled.

On matters for which holders of Class V Common Stock are entitled to vote, such holders will vote together with holders of DHI Group common stock as a single class except that, under certain limited circumstances, holders of Class V Common Stock will have the right to vote as a separate class, including (1) to approve certain changes to the Denali certificate that (i) would adversely alter or change the powers, preferences or special rights of the shares of Class V Common Stock or (ii) would change or alter certain restrictions on corporate actions, (2) to approve any merger or business combination pursuant to which (i) the holders of Denali common stock would not own at least 50% of the voting power of the surviving corporation and (ii) the holders of Class V Common Stock would not receive the same type of consideration as the other series of common stock in an aggregate amount equal to or greater in value than the proportion of the aggregate fair market value of the outstanding Class V Common Stock to the aggregate fair market value of the other outstanding series of Denali common stock and (3) to amend or repeal the provisions in the Denali bylaws that establish the Capital Stock Committee of the Denali board of directors.

The Group II Directors of Denali will be elected solely by the holders of Class A Common Stock voting as a separate class and the Group III Directors of Denali will be elected solely by the holders of Class B Common Stock voting as a separate class.

Capital Stock Committee

The Denali board of directors will create a standing committee known as the Capital Stock Committee. The Denali board of directors will not be permitted to take certain actions with respect to the Class V Common Stock without the approval of the Capital Stock Committee, including any actions that would result in any changes to the policies governing the relationship between the Class V Group and the DHI Group or in any reallocation of assets and liabilities between the Class V Group and the DHI Group. The Capital Stock Committee will consist of at least three members, the majority of whom must qualify as independent directors under the rules of the NYSE. Under the Denali board policies, if such independent directors are granted equity compensation by Denali, approximately half of the value at grant of all such compensation will consist of Class V Common Stock or options to purchase Class V Common Stock.

Listing Standards for Class V Common Stock

The NYSE has proposed new listing standards for a tracking stock, which the NYSE refers to as an "Equity Investment Tracking Stock," that tracks the performance of an investment by the issuer in the common equity of another company listed on the NYSE, such as VMware. The NYSE listing standards as so proposed would allow for the listing of the Class V Common Stock, but no assurances can be given that such listing standards will be adopted in the proposed form. Under the proposed new listing standards, the Class V Common Stock could be delisted in certain circumstances, which delisting would materially adversely affect the liquidity and value of the Class V Common Stock. For example, any alteration of assets and liabilities attributed to the Class V Group that results in the Class V Common Stock ceasing to track the performance of VMware Class A common stock could result in the delisting of the Class V Common Stock. See "*Risk Factors—Risk Factors Relating to Denali's Proposed Tracking Stock Structure—The NYSE has proposed new listing standards for a tracking stock, such as the Class V Common Stock, which tracks the performance of an investment by the issuer in the common equity of another company listed on the NYSE, such as VMware*" and "*—The new listing standards proposed by the NYSE*

include certain requirements to maintain the listing of an Equity Investment Tracking Stock. If the Class V Common Stock were delisted because of the failure to meet any of such requirements, the liquidity and value of the Class V Common Stock would be materially adversely affected" and "*Proposal 1: Approval of the Merger Agreement—Listing of Shares of Class V Common Stock and Delisting and Deregistration of EMC Common Stock*."

Provisions Relating to Unwinding of Tracking Stock Structure and Certain Corporate Transactions

The conversion, redemption and dividend provisions of the Class V Common Stock described below are triggered upon a decision by the Denali board of directors to (1) unwind the tracking stock structure, in the case of the first provision described below, (2) redeem the Class V Common Stock, in the case of the second and third provisions described below, or (3) sell "substantially all" of the assets attributed to the Class V Group, in the case of the last provision described below.

Optional Conversion. At any time at which shares of Class C Common Stock are traded on a U.S. securities exchange, the Denali board of directors may convert all, but not less than all, of the shares of the Class V Common Stock into shares of Class C Common Stock at a premium to the weighted average market value of both series of shares, subject to the applicable provisions of the Denali certificate. Upon the occurrence of specified tax-related events, the Denali board of directors may convert shares of the Class V Common Stock into shares of Class C Common Stock without such a premium, so long as such shares of Class C Common Stock are registered under all applicable U.S. securities laws and are listed for trading on a U.S. securities exchange. The Class C Common Stock is not currently listed on a U.S. securities exchange and Denali does not currently have any plans to effect such a listing.

Redemption for VMware Common Stock. Subject to the applicable provisions of the Denali certificate, at any time at which shares of common stock of VMware comprise all of the assets of the Class V Group, Denali may redeem all, but not less than all, of the outstanding shares of Class V Common Stock for a number of shares of common stock of VMware that is equal to the product of the Outstanding Interest Fraction and the number of shares of common stock of VMware attributed to the Class V Group.

Redemption for Securities of Class V Group Subsidiary. Subject to the applicable provisions of the Denali certificate, at any time at which shares of common stock of VMware do not comprise all of the assets of the Class V Group, Denali may redeem all, but not less than all, of the outstanding shares of Class V Common Stock for a number of shares of common stock of a Class V Group Subsidiary that is equal to the product of the Outstanding Interest Fraction and the number of outstanding shares of common stock of such subsidiary. A "Class V Group Subsidiary" is a wholly owned subsidiary of Denali that holds all of the assets and liabilities attributed to the Class V Group (which subsidiary may or may not be formed specifically for the purpose of such redemption). Any shares of a Class V Group Subsidiary to be so issued must be registered under all applicable U.S. securities laws and listed for trading on a U.S. securities exchange.

Dividend, Redemption or Conversion in Case of Class V Group Disposition. Subject to the applicable provisions of the Denali certificate, upon a disposition by Denali of all or "substantially all" of the assets attributed to the Class V Group (which means, for this purpose, assets representing at least 80% of the fair value of the total assets of the Class V Group), Denali will be required to:

- pay a dividend to the holders of the outstanding shares of Class V Common Stock with a fair value equal to the "net proceeds" (as defined) of such a disposition;
- redeem a number of outstanding shares of the Class V Common Stock with an aggregate weighted average market value equal to the "net proceeds" of such a disposition for cash or publicly traded

securities with a fair value equal to such "net proceeds," except that if such a disposition involves all of the assets attributed to the Class V Group, then all of the outstanding shares of Class V Common Stock may be redeemed for cash or publicly traded securities with such fair value;

- convert such number of outstanding shares of Class V Common Stock into a number of shares of Class C Common Stock (if such stock is publicly traded) based on the relative weighted average market values of both series of shares; or
- effect any combination of such dividend, redemption or conversion.

Liquidation

In the event of a dissolution or liquidation and winding-up of Denali, after payment or provision for payment of the debts and liabilities of Denali and payment or provision for payment of any preferential amounts due to the holders of any other class or series of stock, the holders of the DHI Group common stock and the Class V Common Stock will be entitled to receive a proportionate interest in all of Denali's assets, if any, remaining for distribution to holders of common stock in proportion to their respective number of "liquidation units" per share, subject to the applicable provisions of the Denali certificate.

The liquidation rights of the holders of the respective classes may not bear any relationship to the value of the assets attributed to the Class V Group or to changes in the relative value of the DHI Group common stock and the Class V Common Stock over time.

Comparison of Rights of Denali Stockholders and EMC Shareholders (See page 330)

EMC shareholders will have different rights once they become Denali stockholders due to their receipt of a tracking stock as well as due to differences between the organizational documents of Denali and EMC and differences between Delaware law, where Denali is incorporated, and Massachusetts law, where EMC is incorporated. See "*Comparison of Rights of Denali Stockholders and EMC Shareholders*" for a description of the differences.

Appraisal Rights of EMC Shareholders (See page 346)

Under the MBCA, EMC is required to state whether it has concluded that EMC shareholders are, are not or may be entitled to assert appraisal rights, which are generally available to shareholders of a merging Massachusetts corporation under Section 13.02(a)(1) of the MBCA, subject to certain exceptions. For the reasons described under "*Appraisal Rights of EMC Shareholders,*" EMC has concluded that EMC shareholders may be entitled to appraisal rights. The relevant provisions of the MBCA have not been the subject of judicial interpretation and EMC and Denali reserve the right to contest the validity and availability of any purported demand for appraisal rights in connection with the merger. In this regard, Denali has indicated that in any appraisal proceeding it will assert, and will cause EMC as its wholly owned subsidiary following completion of the merger to assert, that an exception to appraisal rights is applicable to the merger.

Under Part 13 of the MBCA, EMC shareholders who believe they are or may be entitled to appraisal rights in connection with the merger must, in order to exercise those rights:

- prior to the special meeting, deliver to EMC a written notice of intent to demand payment for such shareholders' shares of EMC common stock if the merger is effectuated;
- NOT vote for the proposal to approve the merger agreement; and
- comply with other procedures under Part 13 of the MBCA.

Your failure to follow exactly the procedures specified under the MBCA will result in the loss of any appraisal rights. If you hold your shares of EMC common stock through a bank, brokerage firm or other nominee and you wish to exercise appraisal rights, you should consult with your bank, brokerage firm or other nominee to determine the appropriate procedures for the making of a demand for appraisal by your bank, brokerage firm or nominee. See the section entitled "*Appraisal Rights of EMC Shareholders*" and the text of Part 13 of the MBCA reproduced in its entirety as *Annex E* to this proxy statement/prospectus for further information.

CAUTIONARY INFORMATION REGARDING FORWARD-LOOKING STATEMENTS

Statements included in this proxy statement/prospectus that are not historical in nature are forward-looking statements within the meaning of federal securities laws. When used in this proxy statement/prospectus and in documents incorporated by reference into this proxy statement/prospectus, forward-looking statements include, without limitation, statements regarding financial estimates, regulatory approvals and the expected timing, completion and effects of the merger, future financial and operating results, the combined company's plans, expectations, beliefs, intentions and future strategies, and other statements that are not historical facts that are signified by the words "anticipate," "believe," "estimate," "expect," "intend," "may," "objective," "outlook," "plan," "project," "possible," "potential," "should" and similar expressions.

These statements regarding future events or the future performance or results of the combined company inherently are subject to a variety of risks, contingencies and other uncertainties that could cause actual results, performance or achievements to differ materially from those described in or implied by the forward-looking statements. The risks, contingencies and other uncertainties that could result in the failure of the merger to be completed or, if completed, that could have an adverse effect on the results of operations, cash flows and financial position of the combined company and any anticipated benefits of the merger to Denali and EMC shareholders, include:

- the failure to obtain necessary regulatory or other approvals for the merger or, if such approvals are obtained, the possibility that they may be subject to conditions that could reduce the expected benefits of the merger, result in a material delay in, or the abandonment of, the merger or otherwise have an adverse effect on Denali;
- the failure to obtain the necessary financing arrangements as set forth in the debt commitment letter and the common stock purchase agreements with the MD stockholders, the MSD Partners stockholders, the SLP stockholders, or the failure of the merger to close for any other reason;
- the failure to satisfy required closing conditions or complete the merger in a timely manner;
- the failure to obtain necessary EMC shareholder approval of the merger agreement;
- the effect of the announcement of the merger on the ability to retain and hire key personnel and maintain business relationships, and on operating results and businesses generally;
- the effect of restrictions placed on EMC's or its subsidiaries' business activities and the limitations put on EMC's ability to pursue alternatives to the merger pursuant to the merger agreement;
- the possibility of delay or prevention of the merger by lawsuits challenging the merger filed against Denali, EMC and the members of the EMC board of directors;
- the uncertainty of the market price of the Class V Common Stock EMC shareholders will receive in the merger following the merger and differences in the market price of the Class V Common Stock relative to the market price of the VMware Class A common stock;
- the existence of interests of directors and executive officers of EMC in the merger that are different from, or in addition to, the interests of EMC shareholders generally;
- the effect of the substantial additional indebtedness that Denali will incur in connection with the merger;
- the likelihood that Denali's actual results of operations and financial position after the merger will be materially different from those reflected in the Denali unaudited pro forma condensed combined financial statements included in this proxy statement/prospectus;
- the difference in rights provided to EMC shareholders under Massachusetts law, the EMC articles and the EMC bylaws, as compared to the rights EMC shareholders will obtain as Denali stockholders under Delaware law, the Denali certificate and the Denali bylaws;

- the failure or delay in realizing expected synergies and other benefits from the merger;
- risks related to diversion of management's attention from Denali's and EMC's ongoing business operations due to the transaction;
- the incurrence of significant pre- and post-transaction related costs in connection with the merger; and
- the occurrence of any event giving rise to the right of a party to terminate the merger.

For a further discussion of these and other risks, contingencies and uncertainties applicable to Denali and EMC, see "*Risk Factors*" and EMC's filings with the SEC incorporated by reference into this proxy statement/prospectus.

Due to these risks, contingencies and other uncertainties, you are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this proxy statement/prospectus. Except as provided by federal securities laws, neither Denali nor EMC is required to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. All subsequent written or oral forward-looking statements attributable to Denali or EMC or any person acting on behalf of either company are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Denali and EMC do not undertake any obligation to release publicly any revisions to these forward-looking statements to reflect events or circumstances after the date of this proxy statement/prospectus or to reflect the occurrence of unanticipated events, except as may be required under applicable federal securities laws.

RISK FACTORS

In deciding whether to vote for the approval of the merger agreement, EMC shareholders should carefully consider the following risk factors and all of the information contained in or incorporated by reference into this proxy statement/prospectus, including but not limited to the matters addressed in "Cautionary Information Regarding Forward-Looking Statements" and the matters discussed under "Item 1A. Risk Factors" of EMC's Annual Report on Form 10-K for the year ended December 31, 2015, as updated from time to time in EMC's subsequent filings with the SEC, which are incorporated by reference into this proxy statement/prospectus. See "Where You Can Find More Information" for information on how to obtain copies of the incorporated documents or view them via the Internet.

Risk Factors Relating to the Merger

The merger is subject to the receipt of consents and clearances from certain regulatory authorities that may impose conditions that could reduce the expected synergies and other benefits of the merger, result in a material delay in, or the abandonment of, the merger or otherwise have an adverse effect on Denali.

Before the merger can be completed, waiting periods must expire or terminate and applicable clearances must be obtained under applicable antitrust laws, including the HSR Act and the competition laws of the European Union and China, among others. In deciding whether to grant antitrust clearances, the relevant authorities will consider the effect of the merger on competition within their relevant jurisdictions. Although Denali and EMC have agreed in the merger agreement to use their reasonable best efforts to make certain governmental filings and, subject to certain limitations, obtain the required governmental authorizations, there can be no assurance that the relevant authorizations will be obtained.

The governmental authorities from which these authorizations are required have broad discretion in administering the governing regulations. The terms and conditions of approvals that are granted may impose requirements, limitations, costs or restrictions on the conduct of Denali's and its subsidiaries' businesses following the closing of the merger. Under the terms of the merger agreement, subject to certain conditions, Denali or its subsidiaries could be required to divest, hold separate or otherwise take actions that would limit their ownership or control, or their ability to retain or hold, directly or indirectly, businesses, assets, equity interests, product lines, properties or services (including those of EMC and its subsidiaries). Moreover, governmental authorities could seek to prevent or enjoin the completion of the merger, and under the terms of the merger agreement, subject to certain conditions, Denali and EMC have agreed to litigate or defend against any such proceeding involving governmental authorities. Additional information about each party's commitments to take certain specified actions, subject to certain exceptions and limitations, in connection with obtaining regulatory approvals are described under "*Proposal 1: Approval of the Merger Agreement—Regulatory Approvals Required for the Merger*" and "*The Merger Agreement—Governmental Approvals*."

There can be no assurance that regulators will not impose terms, conditions, requirements, limitations, costs or restrictions that would delay the closing of the merger, impose additional material costs on or limit the revenues of Denali, or limit some of the synergies and other benefits that Denali and EMC expect following the closing of the merger. In addition, neither Denali nor EMC can provide any assurance that any such terms, conditions, requirements, limitations, costs or restrictions will not result in a material delay in, or the abandonment of, the merger. Any delay in completing the merger or any modification to the transactions currently contemplated may adversely affect the synergies and other benefits that Denali expects to achieve if the merger and the integration of the companies' respective businesses are completed within the expected timeframe.

The merger is subject to a number of conditions to the obligations of both Denali and EMC to complete the merger, which, if not fulfilled, or not fulfilled in a timely manner, may result in termination of the merger agreement.

The merger agreement contains a number of conditions to the completion of the merger, including, among others:

- approval of the merger agreement by EMC shareholders;
- the termination or expiration of any applicable waiting period under the HSR Act;
- the approval for listing by the NYSE or Nasdaq of the Class V Common Stock issuable to EMC shareholders in the merger;
- the absence of any law, order, judgment or other legal restraint issued or imposed by a court or other governmental entity that makes illegal or prohibits the closing of the merger;
- the accuracy of the representations and warranties made in the merger agreement by the other party, subject to certain qualifications;
- performance by the other party of the obligations required to be performed by it at or prior to the completion of the merger, including with respect to the delivery of a certain amount of cash on hand required to be delivered at the closing of the merger; and
- the absence of a material adverse effect (as defined in "*The Merger Agreement—Representations and Warranties*") since the date of the merger agreement.

For a more complete summary of the conditions that must be satisfied or waived prior to the completion of the merger, see "*The Merger Agreement—Conditions to the Merger*."

Many of the conditions to the closing of the merger are not within either Denali's or EMC's control, and neither company can predict when or if these conditions will be satisfied. The merger agreement provides for an outside date of December 16, 2016 for the completion of the merger, beyond which the merger agreement may be terminated by either party. Although Denali and EMC have agreed in the merger agreement to use their reasonable best efforts, subject to certain limitations, to complete the merger as promptly as practicable, these and other conditions to the completion of the merger may fail to be satisfied. In addition, satisfying the conditions to and completion of the merger may take longer, and could cost more, than Denali and EMC expect. Any delay in completing the merger may adversely affect the synergies and other benefits that Denali expects to achieve if the merger and the integration of the companies' respective businesses are completed within the expected timeframe. See the sections entitled "*The Merger Agreement—Termination*" for a discussion of the rights of each of Denali and EMC to terminate the merger agreement, and "*The Merger Agreement—Conditions to the Merger*" for a discussion of the conditions to the closing of the merger.

Because the merger is subject to the approval of the merger agreement by EMC shareholders, failure to obtain this approval would prevent the closing of the merger.

Before the merger can be completed, EMC shareholders must approve the merger agreement. There can be no assurance that this approval will be obtained. Failure to obtain the required approval within the expected time- frame, or having to make significant changes to the structure, terms or conditions of the merger to obtain such approval, may result in a material delay in, or the abandonment of, the merger. Any delay in completing the merger may adversely affect the synergies and other benefits that Denali expects to achieve if the merger and the integration of the companies' respective businesses are completed within the expected time period.

Uncertainties associated with the merger may cause a loss of Denali's, EMC's and VMware's senior management personnel and other key employees, which could have an adverse effect on the results of operations, cash flows and financial position of Denali and EMC.

Denali and EMC and their respective subsidiaries (including VMware) are dependent on the continued availability and service of senior management personnel. Denali's success after the merger will depend in part

upon its ability and the abilities of its subsidiaries to retain and hire executive officers, other key senior management personnel and other key employees. The employees of Denali and EMC and their respective subsidiaries (including VMware) may experience uncertainty about their roles within Denali or EMC following the merger. This uncertainty may inhibit each company's ability to retain those executive officers, other key senior management personnel and other key employees following the merger. There can be no assurance that executive officers, other key senior management personnel and other key employees can be retained either prior to or following the closing of the merger to the same extent that Denali and EMC and their respective subsidiaries (including VMware) have previously been able to attract and retain their own employees. Any loss of such employees could have an adverse effect on the results of operations, cash flows and financial position of Denali and EMC.

The business relationships of Denali and EMC and their respective subsidiaries (including VMware) may be subject to disruption due to uncertainty associated with the merger, which could have an adverse effect on the results of operations, cash flows and financial position of Denali and EMC.

Parties with which Denali or EMC, or their respective subsidiaries (including VMware), do business may experience uncertainty associated with the merger and related transactions, including with respect to current or future business relationships with Denali, EMC, their respective subsidiaries (including VMware) or the combined business of Dell and EMC. The business relationships of Denali and EMC and their respective subsidiaries (including VMware) may be subject to disruption as customers, distributors, suppliers, vendors and others may attempt to negotiate changes in existing business relationships or consider entering into business relationships with parties other than Denali, EMC, their respective subsidiaries (including VMware) or the combined business of Dell and EMC. These disruptions could have an adverse effect on the results of operations, cash flows and financial position of Denali following the closing of the merger, including an adverse effect on Denali's ability to realize the expected synergies and other benefits of the merger. The risk, and adverse effect, of any disruption could be exacerbated by a delay in the completion of the merger or a termination of the merger agreement.

The merger agreement subjects EMC to restrictions on its business activities.

The merger agreement subjects EMC to restrictions on its business activities and obligates EMC generally to use commercially reasonable efforts to carry on its business in the ordinary course consistent with past practice. These restrictions could prevent EMC from pursuing attractive business opportunities that arise prior to the completion of the merger, and could otherwise have an adverse effect on EMC's (or, following the completion of the merger, Denali's) results of operations, cash flows and financial position. Such restrictions generally include restrictions on:

- payment of dividends;
- stock splits, issuances of stock or similar transactions;
- repurchases or redemptions of stock or securities;
- amendments of organizational documents;
- acquisitions and sales of assets, and merger and acquisition activity;
- incurrences or repayments of indebtedness;
- loans or advances by EMC;
- capital expenditures;
- settlements of claims or litigation matters;
- amendments of material contracts;
- certain actions with respect to benefit plans or hiring or compensation of employees;
- recognition of labor organizations;
- revaluation of assets or changes in accounting policies;

- plant closings or mass layoffs;
- actions in connection with the complete or partial liquidation of EMC or any of its subsidiaries;
- changes in methods of tax accounting or tax elections, or settlements of tax audits or proceedings, or the filing of amendments to tax returns;
- failure to acquire additional shares of VMware common stock if such failure would cause VMware to cease to be a member of the affiliated group of corporations filing a consolidated tax return with EMC; and
- authorizing, committing, resolving or agreeing to do any of the foregoing.

These restrictions do not apply to actions taken by VMware or Pivotal Software, Inc., referred to as Pivotal, a majority owned subsidiary of EMC in which VMware has an interest, although the merger agreement includes restrictions on the taking of certain actions by EMC in its capacity as a stockholder of VMware and Pivotal. See "*The Merger Agreement—Conduct of Business*" for a more complete description of the restrictions on EMC's business activities.

Lawsuits have been filed and other lawsuits may be filed challenging the merger. An adverse ruling in any such lawsuit may delay the merger or prevent the merger from being completed.

Fifteen putative shareholder class action lawsuits have been filed against various combinations of EMC, its current and former directors, VMware, certain of VMware's directors, Denali, Dell and Merger Sub, among other defendants. The Business Litigation Session of the Massachusetts Superior Court consolidated nine of those lawsuits, which generally allege, among other things, that the directors of EMC breached their fiduciary duties to EMC shareholders in connection with the merger, by, among other things, failing to maximize shareholder value, agreeing to provisions in the merger agreement that favor Dell and discourage competing bids, and that there were various conflicts of interest in the proposed transaction. These lawsuits further allege that various combinations of defendants aided and abetted the EMC directors in the alleged breach of their fiduciary duties. The Business Litigation Session of the Massachusetts Superior Court granted EMC and its directors' motion to dismiss the nine consolidated lawsuits. Three plaintiffs have appealed the dismissal. The operative complaints in two other lawsuits generally allege that EMC, in its capacity as the majority shareholder of VMware, and individual defendants who are directors of EMC, VMware, or both, breached their fiduciary duties to minority shareholders of VMware in connection with the merger by, among other things, entering into and/or approving a merger that favors the interests of EMC and Dell at the expense of the minority shareholders. These two complaints further allege that certain defendants aided and abetted these alleged breaches of fiduciary duties. Finally, the operative complaints in four other lawsuits generally allege that the preliminary proxy statement omits and/or misrepresents material information and that such failure to disclose constitutes violations of Section 14(a) of, and Rule 14a-9 under, the Exchange Act. These four complaints further allege that various combinations of defendants are liable for violations of Section 20(a) of the Exchange Act. The fifteen lawsuits seek, among other things, injunctive relief enjoining the merger, rescission of the merger if consummated, an award of fees and costs, and/or an award of damages. Additional lawsuits arising out of or relating to the merger agreement or the merger may be filed in the future.

See the section "*Proposal 1: Approval of the Merger Agreement—Litigation Relating to the Merger*" for more information about the lawsuits related to the merger that have been filed prior to the date of this proxy statement/prospectus. Lawsuits challenging the merger could prevent the merger from being completed, or could result in a material delay in, or the abandonment of, the merger.

One of the conditions to completion of the merger is the absence of any applicable law (including any order) being in effect in the United States or certain other jurisdictions that prohibits consummation of the merger. Accordingly, if a plaintiff in any such jurisdiction is successful in obtaining an order that prohibits consummation of the merger, then such order may prevent the merger from being completed, or from being completed within the expected timeframe.

The merger consideration payable for each outstanding share of EMC common stock will be adjusted to reflect the number of shares of EMC common stock outstanding immediately prior to the merger, but will not be adjusted in the event of any change in EMC's stock price prior to the closing of the merger.

In the merger, each share of EMC common stock issued and outstanding immediately prior to the effective time of the merger (other than shares owned by Denali, Merger Sub or any of EMC's wholly owned subsidiaries, and other than shares with respect to which EMC shareholders are entitled to and properly exercise appraisal rights) automatically will be converted into the right to receive the merger consideration, consisting of (1) $24.05 in cash, without interest, and (2) a number of validly issued, fully paid and non-assessable shares of Class V Common Stock equal to the quotient (rounded to the nearest five decimal points) obtained by dividing (A) 222,966,450 by (B) the aggregate number of shares of EMC common stock issued and outstanding immediately prior to the effective time of the merger, plus cash in lieu of any fractional shares.

Because the aggregate number of shares of Class V Common Stock that may be issued in the merger is fixed, the number of shares of Class V Common Stock to be issued for each share of EMC common stock will depend on the aggregate number of shares of EMC common stock outstanding at the time of the merger. Pursuant to the terms of the merger agreement, immediately prior to the vesting effective time of the merger, all EMC restricted stock units will fully vest (with performance vesting units vesting at the target level of performance), all unvested options will vest and all unexercised options will be automatically exercised on a "net exercise" basis. As a result, the aggregate number of shares of EMC common stock outstanding at the time of the merger (and therefore the number of shares of Class V Common Stock to be issued for each share of EMC common stock) will depend on (1) the number of unvested restricted stock units and options that are forfeited prior to the merger as a result of the termination of the relevant employee's employment with EMC, (2) the number of vested options that are exercised prior to the merger and (3) the closing price of EMC's common stock on the last trading day before the completion of the merger.

The merger agreement provides for the issuance of 222,966,450 shares of Class V Common Stock in the merger (assuming EMC shareholders either are not entitled to or do not properly exercise appraisal rights). Such shares of Class V Common Stock are intended to track and reflect the economic performance of approximately 65% of EMC's current economic interest in the VMware business, which currently consists of approximately 343 million shares of VMware common stock. The number of shares issuable in the merger will not be adjusted for changes in the market price of EMC common stock between the date of signing the merger agreement and the completion of the merger.

Because there is no established trading market or market price of Class V Common Stock, the value of the merger consideration that EMC shareholders will receive in the merger is uncertain.

Although the cash portion of the merger consideration is known, the value of the stock portion of the merger consideration will depend on the market price of Class V Common Stock following the merger. While the Class V Common Stock is intended to track the performance of a portion of Denali's economic interest in the VMware business following the completion of the merger, there can be no assurance that the market price of the Class V Common Stock will, in fact, reflect the performance of such interest. The Class V Common Stock and the VMware Class A common stock have different characteristics, which Denali expects may affect their respective market prices in distinct ways. Accordingly, at the time of the special meeting, the value of the stock portion of the merger consideration will not be known. Market reaction to the establishment of tracking stocks is unpredictable and Denali does not know how the market will react to the issuance of the Class V Common Stock. Until an orderly trading market develops for Class V Common Stock following the completion of the merger, the trading price of Class V Common Stock may fluctuate significantly.

Denali and EMC shareholders are urged to obtain current market quotations for shares of EMC common stock.

Between the date the merger agreement was entered into and the date of this proxy statement/prospectus, the market value of the VMware Class A common stock has declined, thereby reducing the implied value of the stock portion of the merger consideration. Changes in the market value of the VMware Class A common stock also will impact the amount of cash that holders of EMC common stock will receive in the merger in lieu of fractional shares of Class V Common Stock.

Since the public announcement of the merger, the stock price of VMware Class A common stock has fluctuated, and the stock price may continue to fluctuate in the future. Changes in the market value of VMware Class A common stock may result from a variety of factors, including, among others, general market and economic conditions, changes in VMware's business, financial results and prospects, market assessments of the likelihood that the merger transactions will be completed, the timing of the merger and regulatory considerations. On October 9, 2015, the last trading date before the public announcement of the transaction, the closing price of VMware Class A common stock as reported on the NYSE was $78.65. On [ ], 2016, the most recent practicable trading date before the date of this proxy statement/prospectus, the closing price of VMware Class A common stock as reported on the NYSE was $[ ]. As a result, the reduction of the market price of VMware Class A common stock since the merger agreement was executed has resulted in a reduction in the implied value of the stock portion of the merger consideration. Despite their differing characteristics, we believe that changes in the market value of the VMware Class A common stock before the completion of the merger may impact the market value of the Class V Common Stock at the time the merger is completed.

No fractional shares of Class V Common Stock will be issued in the merger. Each holder of EMC common stock who otherwise would have been entitled to receive a fraction of a share of Class V Common Stock in the merger shall receive in lieu thereof cash (rounded to the nearest cent) equal to the product of (1) such fractional share interest multiplied by (2) the average closing price of a share of VMware Class A common stock over the 10 trading days prior to the completion of the merger. As a result, if the merger were completed on the date of this proxy statement/prospectus, the reduction in the market price of VMware Class A common stock since the merger agreement was executed would have resulted in a reduction in the amount of cash received by EMC shareholders in lieu of fractional shares of Class V Common Stock.

EMC's directors and executive officers may have interests in the merger that are different from, or in addition to, the interests of EMC shareholders generally.

Certain of the directors and executive officers of EMC have interests in the merger that are different from, or in addition to, the interests of EMC shareholders generally. These interests include, among others:

- certain acceleration of and payment in respect of outstanding equity awards prior to the vesting effective time of the merger;
- pro-rata payment of the annual bonus for 2016 upon a qualifying termination of employment following the completion of the merger;
- certain change in control and termination benefits under existing severance agreements in connection with certain termination events generally relating to an executive's employment following the completion of the merger; and
- certain commitments by Denali to indemnification, advancement of expenses and directors' and officers' insurance for executive officers and directors as provided in the merger agreement.

These interests may cause EMC's directors and executive officers to view the proposals relating to the merger differently than EMC shareholders may view them. For further information, see "*Proposal 1: Approval of the Merger Agreement—Interests of Certain Denali Directors and Officers*" and "*Proposal 1: Approval of the Merger Agreement—Interests of Certain EMC Directors and Officers*."

The fairness opinions obtained by the EMC board of directors from its financial advisors will not reflect changes, circumstances, developments or events that may occur or may have occurred after the date of the opinions.

EMC has not obtained updated opinions in respect of the consideration to be paid to holders of EMC common stock in connection with the merger from its financial advisors, Morgan Stanley and Evercore, as of the date of this proxy statement/prospectus and does not expect to receive updated opinions prior to the completion of the merger. Changes in financial, economic, market and other conditions on which the opinions of Morgan Stanley and Evercore were based may significantly alter the value of Denali or EMC or the price of EMC common stock prior to the completion of the merger. The opinions of Morgan Stanley and Evercore do not speak as of the time the merger will be completed or as of any date other than the date of the respective opinion. Because Morgan Stanley and Evercore will not be updating their opinions, which were rendered on October 11, 2015, the opinions will not address the fairness of the merger consideration from a financial point of view at the time the merger is completed. The recommendation of the EMC board that EMC shareholders vote "**FOR**" the approval of the merger agreement, "**FOR**" the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and "**FOR**" the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement, however, are made as of the date of this proxy statement/prospectus. The opinions of Morgan Stanley and Evercore are included as *Annexes F* and *G* to this proxy statement/prospectus, respectively. For a description of the opinions that the EMC board of directors received from Morgan Stanley and Evercore and a summary of the material financial analyses they provided to the EMC board of directors in connection with rendering such opinions, see "*Proposal 1: Approval of the Merger Agreement—Opinions of EMC's Financial Advisors*."

The merger agreement includes restrictions on EMC's ability to pursue alternatives to the merger.

The merger agreement contains provisions that restrict EMC's ability to pursue alternative acquisition proposals and limit the ability of EMC and Denali to terminate the merger agreement. The definition of "material adverse effect" is limited under the merger agreement. Certain events could materially and adversely affect Denali's, EMC's or their respective subsidiaries' business, but not give rise to a right of termination under the merger agreement.

The merger agreement contains provisions that make it more difficult for EMC to sell its business to a party other than Denali. These provisions include a general prohibition on EMC soliciting any acquisition proposal or offer for a competing transaction, other than during the 60-day period following the date of the merger agreement. Further, there are only limited exceptions to EMC's agreement that the EMC board of directors will not withdraw or modify in a manner adverse to Denali the recommendation of the EMC board of directors that EMC shareholders approve the merger agreement, and Denali generally has a limited right to match any competing acquisition proposals that may be made. Even if the EMC board of directors withdraws or qualifies its recommendation with respect to the merger agreement, in accordance with the terms and conditions of the merger agreement, EMC will nevertheless be required to submit the approval of the merger agreement to a vote by EMC shareholders at a special meeting, unless the merger agreement is terminated by Denali prior to the special meeting date in accordance with its terms.

In certain cases, upon termination of the merger agreement, EMC will be required to pay to Denali a termination fee of $2.5 billion (which, under certain circumstances, would be decreased to $2 billion). In addition, if the merger agreement is terminated in certain circumstances, EMC may be required to reimburse Denali's expenses in connection with the merger agreement and the transactions contemplated thereby, up to a maximum of $50 million. EMC may also be liable to Denali for damages for fraud or willful and material breaches of the merger agreement, up to a maximum aggregate amount of $4 billion.

For more information about the parties' termination rights and the termination fee provisions, see "*The Merger Agreement—Termination*," and "*—Termination Fees*."

Failure to complete the merger could negatively impact EMC's stock price and have an adverse effect on its results of operations, cash flows and financial position.

If the merger is not completed for any reason, including as a result of a failure of EMC shareholders to approve the merger agreement, the ongoing business of EMC may be adversely affected and, without realizing any of the benefits of having completed the merger, EMC would be subject to a number of risks, including the following:

- EMC may experience negative reactions from the financial markets, including negative impacts on the market price of EMC common stock;
- EMC and its subsidiaries may experience negative reactions from their customers, regulators and employees, which may impair EMC's ability to attract, retain and motivate key personnel, and could cause customers, suppliers, financial counterparties, joint venture partners and others to seek to change existing business relationships with EMC;
- EMC will be required to pay certain costs relating to the merger, whether or not the merger is completed;
- EMC may be required to pay a cash termination fee as set forth in the merger agreement;
- the merger agreement places certain restrictions on the conduct of the business of EMC and its subsidiaries prior to the completion of the merger, which may prevent them from making certain acquisitions, taking certain other specified actions or otherwise pursuing business opportunities during the pendency of the merger;
- matters relating to the merger (including integration planning) will require substantial commitments of time and resources by EMC management, which could result in the distraction of EMC management from ongoing business operations during the pendency of the merger; and
- EMC may become subject to litigation related to any failure to complete the merger or related to any proceeding commenced against EMC seeking to compel it to perform its obligations under the merger agreement.

If the merger is not completed, the effects of the risks described above may occur and have an adverse impact on EMC's results of operations, cash flows, financial position and stock price.

There is a lack of certainty regarding the U.S. federal income tax treatment of the merger and the Class V Common Stock.

The closing of the merger is conditioned upon the receipt by each of EMC and Denali of an opinion from its tax counsel that (1) the merger, taken together with related transactions, should qualify as an exchange described in Section 351 of the Internal Revenue Code and (2) for U.S. federal income tax purposes, the Class V Common Stock should be considered common stock of Denali. The opinions will rely on the facts as stated in the merger agreement, this proxy statement/prospectus and certain other documents, representations of EMC, Denali and others to be delivered at the time of the closing of the merger, and customary assumptions. The failure of any factual representation or assumption to be true, correct and complete in all material respects could adversely affect the opinions and cause them to be invalid. The opinions will be based on current law in effect on the date of the opinions, and cannot be relied upon if such law changes with retroactive effect. An opinion of counsel represents counsel's best legal judgment but is not binding on the IRS or on any court. The parties do not intend to request any ruling from the IRS as to the U.S. federal income tax consequences of the merger, and the IRS has announced that it will not issue advance rulings on the characterization of an instrument with characteristics similar to those of the Class V Common Stock. There are currently no Internal Revenue Code provisions, U.S. federal income tax regulations, court decisions or published IRS rulings directly addressing the characterization of stock with characteristics similar to those of the Class V Common Stock. Consequently, Denali cannot make any assurance that the IRS will not assert, or that a court will not sustain, a position contrary to any of the tax consequences set forth under "*Proposal 1: Approval of the Merger Agreement—Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders*" or any of the tax consequences described in the tax opinions.

If the IRS were to be successful in any such contention, or if for any other reason the merger were to fail to qualify as an exchange described in Section 351 of the Internal Revenue Code or the Class V Common Stock were to fail to be treated as common stock of Denali, then:

- each EMC shareholder would recognize gain or loss with respect to such shareholder's shares of EMC common stock as a result of the merger equal to the difference between (1) the sum of the fair market value of the Class V Common Stock and cash received and (2) the shareholder's basis in the EMC common stock exchanged;
- EMC may be required to recognize gain for U.S. federal income tax purposes in an amount equal to the excess of the fair market value of the VMware common stock that is tracked by the Class V Common Stock over EMC's basis in such VMware common stock, which liability would be allocated to the Class V Group pursuant to the Denali Tracking Stock Policy if such tax liability is imposed as a result of a change in tax law under certain circumstances, and would be allocated to the DHI Group in all other circumstances; and
- Denali may no longer be able to file consolidated U.S. federal income tax returns that include VMware, which could require Denali to file amended tax returns and pay additional taxes.

The tax liabilities described in the second and third bullet points immediately above, if they arise, would be likely to have a material adverse effect on Denali and its subsidiaries. For additional information regarding the material U.S. federal income tax consequences of the merger and the Class V Common Stock, see "*Proposal 1: Approval of the Merger Agreement—Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders*."

No IRS ruling has been obtained with respect to the tax consequences of the merger or the issuance of Class V Common Stock.

The parties do not intend to request any ruling from the IRS as to the U.S. federal income tax consequences of the merger, and the IRS has announced that it will not issue advance rulings on the characterization of an instrument with characteristics similar to those of the Class V Common Stock. Opinions of counsel are not binding on the IRS and the conclusions expressed in the opinions of the respective tax counsel of EMC and Denali could be challenged by the IRS.

Risk Factors Relating to the Combined Company

After the completion of the merger, the MD stockholders, the MSD Partners stockholders and the SLP stockholders will have the ability to elect all of the directors of Denali and such stockholders' interests may differ from the interests of the holders of Class V Common Stock.

After the completion of the merger, by reason of their ownership of substantially all of Denali's Class A Common Stock, the MD stockholders and the MSD Partners stockholders will have the ability to elect all of the Group I Directors, who will have an aggregate of 3 of the 13 total votes on the Denali board of directors, and all of the Group II Directors, who will have an aggregate of 7 of the 13 total votes on the Denali board of directors. By reason of their ownership of all of the Class B Common Stock, the SLP stockholders will have the ability to elect all of the Group III Directors, who will have an aggregate of 3 of the 13 total votes on the Denali board of directors. Immediately following the completion of the merger, Michael S. Dell is expected to be the sole Group II Director and will therefore be entitled to cast a majority of the votes entitled to be cast by all Denali directors and thereby approve any matter submitted to the Denali board of directors other than any matter that also requires the separate approval of the Capital Stock Committee or the audit committee. Immediately following the completion of the merger, Egon Durban and Simon Patterson are expected to be the sole Group III Directors. Denali's directors will owe fiduciary duties to Denali as a whole and all of Denali's stockholders and not just to holders of a particulars series of shares.

After the completion of the merger, Denali will be controlled by the MD stockholders, the MSD Partners stockholders and the SLP stockholders, whose interests may differ from the interests of the holders of Class V Common Stock.

By reason of their ownership of Class A Common Stock possessing a majority of the aggregate votes entitled to be cast by holders of Denali's Class A Common Stock, Class B Common Stock, Class C Common Stock and Class V Common Stock, voting together as a single class, the MD stockholders and the MSD Partners stockholders will have the ability to approve any matter submitted to the vote of all of the outstanding shares of Denali common stock voting together as a single class.

Through their control of Denali, the MD stockholders and the MSD Partners stockholders will, subject to certain special voting rights of the Class V Common Stock related to actions that affect the Class V Common Stock and certain consent rights of the SLP stockholders described under "*Description of Denali Capital Stock Following the Merger—Denali Common Stock—Voting Rights—Special Voting Rights of the Class V Common Stock*" and "*Certain Relationships and Related Transactions—Denali Stockholders Agreement—MD Stockholder and SLP Stockholder Approvals*," be able to control actions to be taken by Denali, including the election of directors of Denali's subsidiaries (including VMware and its subsidiaries), amendments to Denali's organizational documents and the approval of significant corporate transactions, including mergers, sales of substantially all of Denali's assets, distributions of Denali's assets, the incurrence of indebtedness and any incurrence of liens on Denali's assets.

After the completion of the merger, the Denali board of directors intends to form an executive committee of the board consisting entirely of directors designated by the MD stockholders and the SLP stockholders and expects that a substantial portion of the power and authority of the Denali board of directors will be delegated to the executive committee.

After the completion of the merger, the Denali board of directors intends to form an executive committee of the board consisting entirely of Group II Directors and Group III Directors (none of whom are expected to be independent directors) and expects that a substantial portion of the power and authority of the Denali board of directors will be delegated to the executive committee. It is expected that, among other things, the executive committee will be delegated the board's full power and authority to review and approve, with respect to Denali and its subsidiaries, acquisitions and dispositions, the annual budget and business plan, the incurrence of indebtedness, entry into material commercial agreements, joint ventures and strategic alliances, and the commencement and settlement of material litigation. In addition, the executive committee is expected to act as the compensation committee of Denali's board of directors. See "*Management of Denali After the Merger—Committees of the Board of Directors—Executive Committee*." The interests of the MD stockholders and the SLP stockholders may differ materially from the interests of the holders of Class V Common Stock and Denali's other stakeholders.

The MD stockholders and the SLP stockholders will be able to continue to strongly influence or effectively control decisions made by the Denali board of directors even if they own less than 50% of Denali's combined voting power.

So long as the MD stockholders and the SLP stockholders continue to own a significant amount of Denali's combined voting power, even if such amount is less than 50%, they will continue to be able to strongly influence or effectively control decisions made by the Denali board of directors. For example, prior to an initial public offering of DHI Group common stock, so long as the MD stockholders and the SLP stockholders each continue to beneficially own an aggregate number of shares of DHI Group common stock equal to 10% or more of the Reference Number (which is defined as 98,181,818 shares of DHI Group common stock (as adjusted for any stock split, stock dividend, reverse stock split or similar event occurring after the merger)), they will be jointly entitled to nominate for election as directors up to three Group I Directors, the MD stockholders will be entitled to nominate for election as directors up to three Group II Directors and the SLP stockholders will be entitled to nominate for election as directors up to three Group III Directors. Following an initial public offering of DHI Group common stock, so long as each of the MD stockholders and the SLP stockholders beneficially own at least

5% of all outstanding shares of Denali's stock entitled to vote generally in the election of directors, each of the MD stockholders and the SLP stockholders will be entitled to nominate at least one individual for election to the board, with each of the MD stockholders and the SLP stockholders having the right to nominate a number of directors equal to the percentage of the total voting power for the regular election of directors of Denali beneficially owned by the MD stockholders or by the SLP stockholders, as the case may be, multiplied by the number of directors then on the Denali board. See "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*" and "*Certain Relationships and Related Transactions—Denali Stockholders Agreement*."

The MD Stockholders, the MSD Partners stockholders and the SLP stockholders and their respective affiliates may have interests that conflict with your interests or those of the combined company.

In the ordinary course of their business activities, the MD stockholders, the MSD Partners stockholders and the SLP stockholders and their respective affiliates may engage in activities where their interests conflict with your interests or those of the combined company. The Denali certificate will provide that none of the MD stockholders, the MSD Partners stockholders and the SLP stockholders, any of their respective affiliates or any director who is not employed by Denali (including any non-employee director who serves as one of Denali's officers in both his director and officer capacities) or his or her affiliates will have any duty to refrain from engaging, directly or indirectly, in the same business activities or similar business activities or lines of business in which Denali operates. The MD stockholders, the MSD Partners stockholders and the SLP stockholders also may pursue acquisition opportunities that may be complementary to Denali's business and, as a result, those acquisition opportunities may not be available to Denali. In addition, such stockholders may have an interest in pursuing acquisitions, divestitures and other transactions that, in their judgment, could enhance the value of their investment in Denali, even though such transactions might involve risks to you.

Upon the listing of the shares of Class V Common Stock on the NYSE, Denali will be a "controlled company" within the meaning of NYSE rules and, as a result, will qualify for, and intends to rely on, exemptions from certain corporate governance requirements. Holders of Class V Common Stock will therefore not have the same protections afforded to stockholders of companies that are subject to such requirements.

Immediately following the completion of the merger, for any matter submitted to a vote of the holders of Denali common stock voting together as a single class, it is expected that the number of votes to which:

- holders of Class A Common Stock would be entitled will represent approximately 73% of the total number of votes to which all holders of Denali common stock would be entitled;
- holders of Class B Common Stock would be entitled will represent approximately 23% of the total number of votes to which all holders of Denali common stock would be entitled;
- holders of Class C Common Stock would be entitled will represent less than 1% of the total number of votes to which all holders of Denali common stock would be entitled; and
- holders of Class V Common Stock would be entitled will represent approximately 4% of the total number of votes to which all holders of Denali common stock would be entitled.

Accordingly, after the completion of the merger, the MD stockholders, the MSD Partners stockholders and the SLP stockholders will continue to control a majority of the combined voting power of all classes of Denali stock entitled to vote generally in the election of directors. As a result, Denali will be a "controlled company" within the meaning of NYSE rules. Under these rules, a company of which more than 50% of the voting power in the election of directors is held by an individual, group or another company is a "controlled company" and may elect not to comply with certain corporate governance requirements, including the requirements that, within one year of the date of the listing of the Class V Common Stock:

- Denali have a board that is composed of a majority of "independent directors," as defined under the rules of the NYSE;

- Denali have a compensation committee that is composed entirely of independent directors; and
- Denali have a corporate governance and nominating committee that is composed entirely of independent directors.

Following the closing of the merger, Denali intends to utilize these exemptions. As a result, Denali does not expect that a majority of the directors on the Denali board of directors will be independent following the completion of the merger. In addition, Denali does not expect that any of the committees of the Denali board of directors will consist entirely of independent directors, other than the audit committee within one year of the listing date and the Capital Stock Committee. Accordingly, holders of Class V Common Stock will not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of the NYSE.

As of the date of this proxy statement/prospectus, EMC is not a "controlled company" within the meaning of NYSE rules. Therefore, following the completion of the merger, EMC shareholders that become holders of Class V Common Stock will no longer be afforded the same corporate governance protections such shareholders currently are entitled to as EMC shareholders.

Denali is highly dependent on the services of Michael S. Dell, its Chief Executive Officer, and its success depends on the ability to attract, retain and motivate key employees.

Denali is highly dependent on the services of Michael S. Dell, its Chief Executive Officer and largest stockholder. If Denali loses the services of Mr. Dell, Denali may not be able to locate a suitable or qualified replacement and Denali may incur additional expenses to recruit a replacement, which could severely disrupt Denali's business and growth. Further, Denali relies on key personnel, including other members of its executive leadership team, to support its business and increasingly complex product and services offerings. Denali may not be able to attract, retain and motivate the key professional, technical, marketing and staff resources needed.

Denali's substantial level of indebtedness could adversely affect its financial condition.

As of January 29, 2016, Denali had approximately $14.0 billion in long-term debt principal outstanding, including current maturities. After the closing of the merger, Denali will have a substantial amount of indebtedness, which will require significant interest payments. After giving effect to the transactions contemplated by the merger agreement on a pro forma basis, including the incurrence of merger financing under Denali's debt financing commitments, Denali and its subsidiaries would have had approximately $54.2 billion of short-term and long-term indebtedness as of May 27, 2016 (or approximately $56.9 billion of short-term and long-term indebtedness as of May 27, 2016, assuming that the divestiture of Dell Services does not close substantially concurrently with or prior to the completion of the merger) and estimated cash interest for the twelve months ended May 27, 2016 would have been approximately $2.3 billion (or approximately $2.5 billion, assuming that the divestiture of Dell Services does not close substantially concurrently with or prior to the completion of the merger). Denali and its subsidiaries would also have had an additional $1.18 billion available for borrowing under its senior secured revolving credit facility on such date (without giving effect to letters of credit outstanding) and approximately an additional $0.9 billion available for borrowing under its existing asset backed securities facility, referred to as the ABS facility, on such date.

Denali's substantial level of indebtedness could have important consequences, including the following:

- Denali must use a substantial portion of its cash flow from operations to pay interest and principal on its new senior credit facilities, senior secured notes and senior unsecured notes, referred to as the notes, and other indebtedness, which will reduce funds available to Denali for other purposes such as working capital, capital expenditures, other general corporate purposes and potential acquisitions;
- Denali's ability to refinance such indebtedness or to obtain additional financing for working capital, capital expenditures, acquisitions or general corporate purposes may be impaired;
- Denali will be exposed to fluctuations in interest rates because Denali's new senior credit facilities will have variable rates of interest;

- Denali's leverage may be greater than that of some of its competitors, which may put Denali at a competitive disadvantage and reduce Denali's flexibility in responding to current and changing industry and financial market conditions; and
- Denali may be unable to comply with financial and other restrictive covenants in its new senior credit facilities, the notes and other indebtedness that will limit Denali's ability to incur additional debt, make investments and sell assets, which could result in an event of default that, if not cured or waived, would have an adverse effect on Denali's business and prospects and could force it into bankruptcy or liquidation.

Denali and its subsidiaries may be able to incur substantial additional indebtedness in the future, subject to the restrictions contained in Denali's and its subsidiaries' credit facilities, the indenture that governs the senior secured notes and the indenture that will govern the senior unsecured notes, if any, to be issued in connection with the transactions contemplated by the merger agreement. If new indebtedness is added to Denali's and its subsidiaries' debt levels as of the closing of the merger, the related risks that Denali now faces could intensify. Denali's ability to access additional funding under Denali's new revolving credit facility and the existing ABS facility will depend upon, among other things, the absence of a default under either such facility, including any default arising from a failure to comply with the related covenants. If Denali is unable to comply with its covenants under its new revolving credit facility or the existing ABS facility, Denali's liquidity may be adversely affected.

As of May 27, 2016, after giving effect to the transactions contemplated by the merger agreement on a pro forma basis, including the incurrence of the merger financing under Denali's debt financing commitments, approximately $19.9 billion of Denali's debt would have been variable rate debt and the effect of a 0.5% increase or decrease in interest rates would have increased or decreased such total annual cash interest by approximately $93 million and $75 million, respectively. Denali's ability to meet expenses, to remain in compliance with its covenants under its debt instruments and to make future principal and interest payments in respect of its debt depends on, among other things, Denali's operating performance, competitive developments and financial market conditions, all of which are significantly affected by financial, business, economic and other factors. Denali is not able to control many of these factors. Given current industry and economic conditions, Denali's cash flow may not be sufficient to allow Denali to pay principal and interest on its debt and meet its other obligations.

Denali may not be able to achieve its objective of reducing its indebtedness in the first 18-24 months after the completion of the merger.

Denali has an objective of reducing its indebtedness in the first 18-24 months after the completion of the merger and achieving an investment grade credit rating for such indebtedness. The cash necessary to achieve that objective is expected to come from divestitures of non-core businesses of the DHI Group, including EMC, cash flows from operations of the DHI Group and cash generated by reductions in the working capital needed to operate the DHI Group. Denali may not be able to generate the sale proceeds, operating cash flows and other cash necessary to accomplish this objective. Any failure of Denali to significantly reduce its indebtedness and achieve its objectives could result in a material reduction in the credit quality of Denali and adversely impact the value of the Class V Common Stock.

The Denali certificate designates a state court of the State of Delaware or the federal district court for the District of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by Denali's stockholders, which could limit the ability of the holders of Class V Common Stock to obtain a favorable judicial forum for disputes with Denali or with directors, officers or the controlling stockholders of Denali.

Under the Denali certificate, unless Denali consents in writing to the selection of an alternative forum, the sole and exclusive forum for (1) any derivative action or proceeding brought on behalf of Denali, (2) any action asserting

a claim of breach of a fiduciary duty owed by any director or officer or stockholder of Denali to Denali or Denali's stockholders, (3) any action asserting a claim against Denali or any director or officer or stockholder of Denali arising pursuant to any provision of the DGCL or Denali's certificate or bylaws, or (4) any action asserting a claim against Denali or any director or officer or stockholder of Denali governed by the internal affairs doctrine, shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware). These provisions of the Denali certificate could limit the ability of the holders of the Class V Common Stock to obtain a favorable judicial forum for disputes with Denali or with directors, officers or the controlling stockholders of Denali, which may discourage such lawsuits against Denali and its directors, officers and stockholders. Alternatively, if a court were to find these provisions of its constituent documents inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, Denali may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect its business, financial condition and results of operations.

The combined company is expected to incur substantial expenses related to the completion of the merger and the integration of Denali and EMC.

The combined company is expected to incur substantial expenses in connection with the completion of the merger and the integration of Denali and EMC. There is a large number of processes, policies, procedures, operations, technologies and systems that must be integrated, including purchasing, accounting and finance, sales, payroll, pricing, revenue management, marketing and benefits. In addition, the businesses of Denali and EMC will continue to maintain a presence in Texas and Massachusetts, respectively. The substantial majority of these costs will be non-recurring expenses related to the merger (including financing of the merger), facilities and systems consolidation costs. The combined company may incur additional costs to maintain employee morale and to retain key employees. Denali and EMC will also incur transaction fees and costs related to formulating integration plans for the combined business, and the execution of these plans may lead to additional unanticipated costs. Additionally, as a result of the merger, rating agencies may take negative actions with regard to the combined company's credit ratings, which may increase the combined company's costs in connection with the financing of the merger. These incremental transaction and merger-related costs may exceed the savings the combined company expects to achieve from the elimination of duplicative costs and the realization of other efficiencies related to the integration of the businesses, particularly in the near term and in the event there are material unanticipated costs. Denali cannot identify the timing, nature and amount of all such expenses as of the date of this proxy statement/prospectus. However, any such expenses could affect Denali's results of operations and cash flows from operations in the period in which such charges are recorded.

The combined company may not realize the anticipated synergies from the merger.

Although the combined company expects to achieve synergies as a result of the merger, including with respect to VMware, it may not succeed in doing so. The combined company's ability to realize the anticipated synergies will depend on the successful integration of EMC's business with that of Dell. Even if the combined company successfully integrates the Dell and EMC businesses, the integration may not result in the realization of the full benefits of the anticipated synergies or the realization of these benefits within the expected periods. For example, the elimination of duplicative costs may not be possible or may take longer than anticipated, benefits from the merger may be offset by costs incurred in integrating Dell and EMC, or regulatory authorities may impose adverse conditions on the combined company in connection with granting approval of the merger.

Failure to integrate EMC's technology, solutions, products and services with those of Dell in an effective manner could reduce Denali's profitability and delay or prevent realization of many of the potential benefits of the merger.

To obtain the benefits of the merger, Denali must integrate EMC's technology, solutions, products and services with those of Dell in an effective manner. Denali may not be able to accomplish this integration quickly and efficiently. Denali may be required to spend additional time and money on operating compatibility that

otherwise would be spent on developing and selling solutions, products and services. Denali's business, financial condition and results of operations could be harmed if it does not integrate operations effectively or uses too many resources on integration efforts.

The time and effort required to be dedicated to the integration of Dell and EMC could divert the attention of Denali's management from other business concerns or otherwise harm Denali's business.

The integration process could result in the diversion of Denali management's attention from other business concerns, in the disruption or interruption of, or the loss of momentum in, Denali's business, or in inconsistencies in standards, controls, procedures and policies. Any of these impacts could adversely affect Denali's ability to maintain relationships with its customers and employees or achieve the anticipated benefits of the merger, or could reduce Denali's earnings or otherwise adversely affect its business and financial results.

Denali may be unable to use some or all of EMC's net operating losses following the merger.

Based on current tax law, as of December 31, 2015, EMC had gross federal, state and foreign net operating losses, referred to as NOLs, of approximately $250 million, $250 million and $224 million, respectively. Until such NOLs expire, they can be used to reduce taxable income in future years. After the merger, Denali's ability to use these tax attributes to offset future taxable income will be subject to significant limitations under Sections 382 and 383 and other provisions of the Internal Revenue Code. For this reason, Denali may be unable to use EMC's NOLs after the merger in the amounts it projects or at all.

After the completion of the merger, former shareholders of EMC, a Massachusetts corporation, will be stockholders of Denali, a Delaware corporation.

The rights of holders of Class V Common Stock will be governed by Delaware corporate law and by the Denali certificate and Denali bylaws, as opposed to Massachusetts corporate law and the EMC articles and EMC bylaws. Consequently, the rights of such Denali stockholders following the merger may vary in some respects from their rights as EMC shareholders prior to the merger.

Risk Factors Relating to Denali, Dell and EMC

Risk Factors Relating to Denali and Dell

Competitive pressures may adversely affect Dell's industry unit share position, revenue and profitability.

Dell operates in an industry in which there are rapid technological advances in hardware, software and service offerings. As a result, Dell faces aggressive product and price competition from both branded and generic competitors. Dell competes based on its ability to offer to its customers competitive integrated solutions that provide the most current and desired product and services features. There is a risk that Dell's competitors may provide products that are less costly, perform better or include additional features that are not available with Dell's products. There also is a risk that Dell's product portfolios may quickly become outdated or that Dell's market share may quickly erode. Further, efforts to balance the mix of products and services in order to optimize profitability, liquidity and growth may put pressure on Dell's industry position.

As the technology industry continues to expand globally, there may be new and increased competition in different geographic regions. The generally low barriers to entry in the technology industry increase the potential for challenges from new industry competitors. There also may be increased competition from new types of products as the options for mobile and cloud computing solutions increase. In addition, companies with which Dell has strategic alliances may become competitors in other product areas or current competitors may enter into new strategic relationships with new or existing competitors, all of which may further increase the competitive pressures on Dell.

Reliance on vendors for products and components, many of whom are single-source or limited-source suppliers, could harm Dell's business by adversely affecting product availability, delivery, reliability and cost.

Dell maintains several single-source or limited-source supplier relationships, including relationships with third-party software providers, either because multiple sources are not readily available or because the relationships are advantageous due to performance, quality, support, delivery, capacity or price considerations. A delay in the supply of a critical single- or limited-source product or component may prevent the timely shipment of the related product in desired quantities or configurations. In addition, Dell may not be able to replace the functionality provided by third-party software currently offered with its products if that software becomes obsolete, defective or incompatible with future product versions or is not adequately maintained or updated. Even where multiple sources of supply are available, qualification of the alternative suppliers and establishment of reliable supplies could result in delays and a possible loss of sales, which could harm Dell's operating results.

Dell obtains many of its products and all of its components from third-party vendors, many of which are located outside of the United States. In addition, significant portions of Dell's products are assembled by contract manufacturers, primarily in various locations in Asia. A significant concentration of such outsourced manufacturing is currently performed by only a few of Dell's contract manufacturers, often in single locations. Dell sells components to these contract manufacturers and generates large non-trade accounts receivables, an arrangement that would present a risk of uncollectibility if the financial condition of a contract manufacturer should deteriorate.

Although these relationships generate cost efficiencies, they limit Dell's direct control over production. The increasing reliance on vendors subjects Dell to a greater risk of shortages and reduced control over delivery schedules of components and products, as well as a greater risk of increases in product and component costs. Because Dell maintains minimal levels of component and product inventories, a disruption in component or product availability could harm Dell's ability to satisfy customer needs. In addition, defective parts and products from these vendors could reduce product reliability and harm Dell's reputation.

If Dell fails to achieve favorable pricing from vendors, its profitability could be adversely affected.

Dell's profitability is affected by its ability to achieve favorable pricing from vendors and contract manufacturers, including through negotiations for vendor rebates, marketing funds and other vendor funding received in the normal course of business. Because these supplier negotiations are continuous and reflect the evolving competitive environment, the variability in timing and amount of incremental vendor discounts and rebates can affect Dell's profitability. The vendor programs may change periodically, potentially resulting in adverse profitability trends if Dell cannot adjust pricing or variable costs. An inability to establish a cost and product advantage, or determine alternative means to deliver value to customers, may adversely affect Dell's revenue and profitability.

Adverse global economic conditions and instability in financial markets may harm Dell's business and result in reduced net revenue and profitability.

As a global company with customers operating in a broad range of businesses and industries, Dell's performance is affected by global economic conditions. Adverse economic conditions may negatively affect customer demand for Dell's products and services. Such economic conditions could result in postponed or decreased spending amid customer concerns over unemployment, reduced asset values, volatile energy costs, geopolitical issues, the availability and cost of credit and the stability and solvency of financial institutions, financial markets, businesses, local and state governments and sovereign nations. Weak global economic conditions also could harm Dell's business by contributing to product shortages or delays, insolvency of key suppliers, customer and counterparty insolvencies and increased challenges in managing Dell's treasury operations. Any such effects could have a negative impact on Dell's net revenue and profitability.

Dell's results of operations may be adversely affected if it fails to successfully execute its growth strategy.

Dell's growth strategy involves reaching more customers through new distribution channels, expanding relationships with resellers and augmenting select business areas through targeted acquisitions and other commercial arrangements. As more customers are reached through new distribution channels and expanded reseller relationships, Dell may fail to manage effectively the increasingly difficult tasks of inventory management and demand forecasting. The ability to implement this growth strategy depends on a successful transitioning of sales capabilities, the successful addition to the breadth of Dell's solutions capabilities through selective acquisitions of other businesses and the effective management of the consequences of these strategic initiatives. If Dell is unable to meet these challenges, its results of operations could be adversely affected.

Dell faces risks and challenges in connection with its transformation to a scalable end-to-end technology solutions provider and its business strategy.

Dell expects its strategic transformation to a scalable end-to-end technology solutions provider to take more time and investment, and the investments it must make are likely to result in lower gross margins and raise its operating expenses and capital expenditures.

For fiscal 2016, Dell's Client Solutions business generated 65% of Dell's net revenue, and largely relied on PC sales. Moreover, revenue from Client Solutions absorbs Dell's significant overhead costs and allows for scaled procurement. As a result, Client Solutions remains an important component in Dell's broad transformation strategy. While Dell continues to rely on Client Solutions as a critical element of its business, Dell also anticipates an increasingly challenging demand environment in Client Solutions and intensifying market competition. Current challenges in Client Solutions stem from fundamental changes in the PC market, including a decline in worldwide revenues for desktop and laptop PCs and lower shipment forecasts for PC products due to a general lengthening of the replacement cycle for PC products and increasing interest in alternative mobile solutions. PC shipments worldwide declined 10.6% during calendar year 2015, and further deterioration in the PC market may occur. Other challenges include declining margins as demand for PC products shifts from higher-margin premium products to lower-cost and lower-margin products, particularly in emerging markets, and significant and increasing competition from efficient and low-cost manufacturers and from manufacturers of innovative and higher-margin PC products. For example, the built-to-order model that Dell has historically used is losing competitiveness in an environment where profit pools are moving toward lower-margin segments primarily based on a build-to-stock model, and Dell also lacks a strong offering in tablets.

The challenges Dell faces in its transformation include low operating margin for the Enterprise Solutions Group, referred to as ESG, and, although Client Solutions drives pull-through revenue and cross-selling of ESG solutions, the potential for further margin erosion remains due to intense competition, including emerging competitive pressure from cloud services. Improving integration of Dell's product and service offerings as well as its ability to cross-sell remain a work in progress, as Dell is in the early stages of integrating its products into solutions and thus far has limited overlap in the base of large customers for the Client Solutions business and the ESG and Dell services businesses. In addition, returns from Dell's prior acquisitions have been mixed and will require additional investments to reposition the business for growth, while cross-selling synergies have not been achieved as anticipated. As a result of the foregoing challenges, Dell's business, financial condition and results of operations may be adversely affected.

Dell may not successfully implement its acquisition strategy, which could result in unforeseen operating difficulties and increased costs.

Dell makes strategic acquisitions of other companies as part of its growth strategy. Dell could experience unforeseen operating difficulties in assimilating or integrating the businesses, technologies, services, products, personnel or operations of acquired companies, especially if Dell is unable to retain the key personnel of an

acquired company. Further, future acquisitions may result in a delay or reduction of client sales for both Dell and the acquired company because of client uncertainty about the continuity and effectiveness of solutions offered by either company and may disrupt Dell's existing business by diverting resources and significant management attention that otherwise would be focused on development of the existing business. Acquisitions may also negatively affect Dell's relationships with strategic partners if the acquisitions are seen as bringing Dell into competition with such partners.

To complete an acquisition, Dell may be required to use substantial amounts of cash, engage in equity or debt financings or enter into credit agreements to secure additional funds. Such debt financings could involve restrictive covenants that could limit Dell's capital-raising activities and operating flexibility. In addition, an acquisition may negatively affect Dell's results of operations because it may expose Dell to unexpected liabilities, require the incurrence of charges and substantial indebtedness or other liabilities, have adverse tax consequences, result in acquired in-process research and development expenses, or in the future require the amortization, write-down or impairment of amounts related to deferred compensation, goodwill and other intangible assets, or fail to generate a financial return sufficient to offset acquisition costs.

If its cost efficiency measures are not successful, Dell may become less competitive.

Dell continues to focus on minimizing operating expenses through cost improvements and simplification of Dell's structure. Certain factors may prevent the achievement of these goals, which may negatively affect Dell's competitive position. For example, Dell may experience delays or unanticipated costs in implementing its cost efficiency plans, which could prevent the timely or full achievement of expected cost efficiencies.

Dell's inability to manage solutions and product and services transitions in an effective manner could reduce the demand for Dell's solutions, products and services and the profitability of Dell's operations.

Continuing improvements in technology result in the frequent introduction of new solutions, products and services, improvements in product performance characteristics and short product life cycles. If Dell fails to effectively manage transitions to new solutions and offerings, the products and services associated with such offerings and customer demand for Dell's solutions, products and services could diminish and Dell's profitability could suffer.

Dell is increasingly sourcing new products and transitioning existing products through its contract manufacturers and manufacturing outsourcing relationships in order to generate cost efficiencies and better serve its customers. The success of product transitions depends on a number of factors, including the availability of sufficient quantities of components at attractive costs. Product transitions also present execution challenges and risks, including the risk that new or upgraded products may have quality issues or other defects.

Failure to deliver high-quality products and services could lead to loss of customers and diminished profitability.

Dell must identify and address quality issues associated with its products and services, many of which include third-party components. Although quality testing is performed regularly to detect quality problems and implement required solutions, failure to identify and correct significant product quality issues before the sale of such products to customers could result in lower sales, increased warranty or replacement expenses and reduced customer confidence, which could harm Dell's operating results.

Dell's ability to generate substantial non-U.S. net revenue is subject to additional risks and uncertainties.

Sales outside the United States accounted for approximately 50% of Dell's consolidated net revenue for Fiscal 2016. Dell's future growth rates and success are substantially dependent on the continued growth of Dell's

business outside the United States. Dell's international operations face many risks and uncertainties, including varied local economic and labor conditions, political instability, changes in the U.S. and international regulatory environments, and the impacts of trade protection measures, tax laws (including U.S. taxes on foreign operations), copyright levies and foreign currency exchange rates. Any of these factors could negatively affect Dell's international business results and prospects for growth.

Dell's profitability may be adversely affected by product, customer and geographic sales mix and seasonal sales trends.

Dell's overall profitability for any period may be adversely affected by changes in the mix of products, customers and geographic markets reflected in sales for that period and by seasonal trends. Profit margins vary among products, services, customers and geographic markets. For instance, services offerings generally have a higher profit margin than consumer products. In addition, parts of Dell's business are subject to seasonal sales trends. Among the trends with the most significant impact on Dell's operating results, sales to government customers (particularly the U.S. federal government) are typically stronger in Dell's third fiscal quarter, sales in Europe, the Middle East and Africa are often weaker in Dell's third fiscal quarter, and consumer sales are typically strongest during Dell's fourth fiscal quarter.

Dell may lose revenue opportunities and experience gross margin pressure if sales channel participants fail to perform as expected.

Dell relies on third-party distributors, retailers, systems integrators, value-added resellers and other sales channels to complement its direct sales organization in order to reach more end-users globally. Future operating results increasingly will depend on the performance of sales channel participants and on Dell's success in maintaining and developing these relationships. Revenue and gross margins could be negatively affected if the financial condition or operations of channel participants weaken as a result of adverse economic conditions or other business challenges, or if uncertainty regarding the demand for Dell's products causes channel participants to reduce their orders for Dell's products. Further, some channel participants may consider the expansion of Dell's direct sales initiatives to conflict with their business interests as distributors or resellers of Dell's products, which could lead them to reduce their investment in the distribution and sale of Dell's products, or to cease all sales of Dell's products.

Dell's financial performance could suffer from reduced access to the capital markets by Dell or some of its customers.

Dell may access debt and capital sources to provide financing for customers and to obtain funds for general corporate purposes, including working capital, acquisitions, capital expenditures and funding of customer receivables. In addition, Dell maintains customer financing relationships with some companies that rely on access to the debt and capital markets to meet significant funding needs. Any inability of these companies to access such markets could compel Dell to self-fund transactions with such companies or to forgo customer financing opportunities, which could harm Dell's financial performance. The debt and capital markets may experience extreme volatility and disruption from time to time in the future, which could result in higher credit spreads in such markets and higher funding costs for Dell. Deterioration in Dell's business performance, a credit rating downgrade, volatility in the securitization markets, changes in financial services regulation or adverse changes in the economy could lead to reductions in the availability of debt financing. In addition, these events could limit Dell's ability to continue asset securitizations or other forms of financing from debt or capital sources, reduce the amount of financing receivables that Dell originates or negatively affect the costs or terms on which Dell may be able to obtain capital. Any of these developments could adversely affect Dell's net revenue, profitability and cash flows.

Weak economic conditions and additional regulation could harm Dell's financial services activities.

Dell's financial services activities are negatively affected by adverse economic conditions that contribute to loan delinquencies and defaults. An increase in loan delinquencies and defaults would result in greater net credit losses, which may require Dell to increase its reserves for customer receivables. In addition, the implementation of new financial services regulation, or the application of existing financial services regulation in new countries where Dell expands its financial services and related supporting activities, could unfavorably impact the profitability and cash flows of Dell's consumer financing activities.

Dell is subject to counterparty default risks.

Dell has numerous arrangements with financial institutions that include cash and investment deposits, interest rate swap contracts, foreign currency option contracts and forward contracts. As a result, Dell is subject to the risk that the counterparty to one or more of these arrangements will default, either voluntarily or involuntarily, on its performance under the terms of the arrangement. In times of market distress, a counterparty may default rapidly and without notice, and Dell may be unable to take action to cover its exposure, either because of lack of contractual ability to do so or because market conditions make it difficult to take effective action. If one of Dell's counterparties becomes insolvent or files for bankruptcy, Dell's ability eventually to recover any losses suffered as a result of that counterparty's default may be limited by the liquidity of the counterparty or the applicable legal regime governing the bankruptcy proceeding. In the event of such default, Dell could incur significant losses, which could harm Dell's business and adversely affect its results of operations and financial condition.

The exercise by customers of certain rights under their services contracts with Dell, or Dell's failure to perform as it anticipates at the time it enters into services contracts, could adversely affect Dell's revenue and profitability.

Many of Dell's services contracts allow customers to take actions that may adversely affect Dell's revenue and profitability. These actions include terminating a contract if Dell's performance does not meet specified service levels, requesting rate reductions or contract termination, reducing the use of Dell's services or terminating a contract early upon payment of agreed fees. In addition, Dell estimates the costs of delivering the services at the outset of the contract. If Dell fails to estimate such costs accurately and actual costs significantly exceed estimates, Dell may incur losses on the services contracts.

Loss of government contracts could harm Dell's business.

Contracts with the U.S. federal, state and local governments and foreign governments are subject to future funding that may affect the extension or termination of programs and to the right of such governments to terminate contracts for convenience or non-appropriation. There is pressure on governments, both domestically and internationally, to reduce spending. Funding reductions or delays could adversely affect public sector demand for Dell's products and services. In addition, if Dell violates legal or regulatory requirements, the applicable government could suspend or disbar Dell as a contractor, which would unfavorably affect Dell's net revenue and profitability.

Dell's business could suffer if Dell does not develop and protect its proprietary intellectual property or obtain or protect licenses to intellectual property developed by others on commercially reasonable and competitive terms.

If Dell or Dell's suppliers are unable to develop or protect desirable technology or technology licenses, Dell may be prevented from marketing products, may have to market products without desirable features or may incur substantial costs to redesign products. Dell also may have to defend or enforce legal actions or pay damages if Dell is found to have violated the intellectual property of other parties. Although Dell's suppliers might be

contractually obligated to obtain or protect such licenses and indemnify Dell against related expenses, those suppliers could be unable to meet their obligations. Although Dell invests in research and development and obtains additional intellectual property through acquisitions, those activities do not guarantee that Dell will develop or obtain intellectual property necessary for profitable operations. Costs involved in developing and protecting rights in intellectual property may have a negative impact on Dell's business. In addition, Dell's operating costs could increase because of copyright levies or similar fees by rights holders and collection agencies in European and other countries.

Infrastructure disruptions could harm Dell's business.

Dell depends on its information technology and manufacturing infrastructure to achieve its business objectives. Natural disasters, manufacturing failures, telecommunications system failures or defective or improperly installed new or upgraded business management systems could lead to disruptions in this infrastructure. Portions of Dell's IT infrastructure also may experience interruptions, delays or cessations of service or produce errors in connection with systems integration or migration work. Such disruptions may prevent Dell's ability to receive or process orders, manufacture and ship products in a timely manner or otherwise conduct business in the normal course. Further, portions of Dell's services business involve the processing, storage and transmission of data, which would also be negatively affected by such an event. Disruptions in Dell's infrastructure could lead to loss of customers and revenue, particularly during a period of heavy demand for Dell's products and services. Dell also could incur significant expense in repairing system damage and taking other remedial measures.

Cyber attacks or other data security breaches that disrupt Dell's operations or result in the dissemination of proprietary or confidential information about Dell, Dell's customers or other third parties could disrupt Dell's business, harm its reputation, cause Dell to lose clients and expose Dell to costly litigation.

Dell manages and stores various proprietary information and sensitive or confidential data relating to its operations. In addition, Dell's outsourcing services and cloud computing businesses routinely process, store and transmit large amounts of data for Dell's customers, including sensitive and personally identifiable information. Dell may be subject to breaches of the information technology systems it uses for these purposes. Experienced computer programmers and hackers may be able to penetrate Dell's network security and misappropriate or compromise Dell's confidential information or that of third parties, create system disruptions or cause shutdowns. Further, sophisticated hardware and operating system software and applications that Dell produces or procures from third parties may contain defects in design or manufacture, including "bugs" and other problems that could unexpectedly interfere with the operation of such systems.

The costs to eliminate or address the foregoing security problems and security vulnerabilities before or after a cyber incident could be significant. Remediation efforts may not be successful and could result in interruptions, delays or cessation of service and loss of existing or potential customers that may impede Dell's sales, manufacturing, distribution or other critical functions. Dell could lose existing or potential customers for outsourcing services or other information technology solutions in connection with any actual or perceived security vulnerabilities in Dell's products. In addition, breaches of Dell's security measures and the unapproved dissemination of proprietary information or sensitive or confidential data about Dell or its customers or other third parties could expose Dell, its customers or other third parties affected to a risk of loss or misuse of this information, result in litigation and potential liability for Dell, damage Dell's brand and reputation or otherwise harm Dell's business. Further, Dell relies in certain limited capacities on third-party data management providers whose possible security problems and security vulnerabilities may have similar effects on Dell.

Dell is subject to laws, rules and regulations in the United States and other countries relating to the collection, use and security of user data. Dell's ability to execute transactions and to possess and use personal information and data in conducting its business subjects it to legislative and regulatory burdens that may require

Dell to notify customers or employees of a data security breach. Dell has incurred, and will continue to incur, significant expenses to comply with mandatory privacy and security standards and protocols imposed by law, regulation, industry standards or contractual obligations.

Failure to hedge effectively Dell's exposure to fluctuations in foreign currency exchange rates and interest rates could adversely affect Dell's financial condition and results of operations.

Dell utilizes derivative instruments to hedge its exposure to fluctuations in foreign currency exchange rates and interest rates. Some of these instruments and contracts may involve elements of market and credit risk in excess of the amounts recognized in Dell's financial statements. If Dell is not successful in monitoring its foreign exchange exposures and conducting an effective hedging program, Dell's foreign currency hedging activities may not offset the impact of fluctuations in currency exchange rates on its future results of operations and financial position.

The expiration of tax holidays or favorable tax rate structures, unfavorable outcomes in tax audits and other tax compliance matters, or adverse legislative or regulatory tax changes could result in an increase in Dell's tax expense or Dell's effective income tax rate.

Portions of Dell's operations are subject to a reduced tax rate or are free of tax under various tax holidays that expire in whole or in part from time to time. Many of these holidays may be extended when certain conditions are met, or may be terminated if certain conditions are not met. If the tax holidays are not extended, or if Dell fails to satisfy the conditions of the reduced tax rate, then its effective tax rate would increase in the future. Dell's effective tax rate also could increase if Dell's geographic sales mix changes. In addition, any actions by Dell to repatriate non-U.S. earnings for which it has not previously provided for U.S. taxes may impact the effective tax rate.

The application of tax laws to Dell's operations and past transactions involves some inherent uncertainty. Dell is continually under audit in various tax jurisdictions. Although Dell believes its tax positions are appropriate, Dell may not be successful in resolving potential tax claims that arise from these audits. An unfavorable outcome in certain of these matters could result in a substantial increase in Dell's tax expense. In addition, Dell's provision for income taxes could be affected by changes in the valuation of deferred tax assets.

Further, changes in tax laws (including laws relating to U.S. taxes on foreign operations) could adversely affect Dell's operations and profitability. In recent years, numerous legislative, judicial and administrative changes have been made to tax laws applicable to Dell and companies similar to Dell. Additional changes to tax laws are likely to occur, and such changes may adversely affect Dell's tax liability.

Dell's profitability could suffer from any impairment of its portfolio investments.

Dell invests a significant portion of its available funds in a portfolio consisting primarily of debt securities of various types and maturities pending the deployment of these funds in Dell's business. Dell's earnings performance could suffer from any impairment of its investments. Dell's portfolio securities generally are classified as available-for-sale and are recorded in Dell's financial statements at fair value. If any such investments experience declines in market price and it is determined that such declines are other than temporary, Dell may have to recognize in earnings the decline in the fair market value of such investments below their cost or carrying value.

Unfavorable results of legal proceedings could harm Dell's business and result in substantial costs.

Dell is involved in various claims, suits, investigations and legal proceedings that arise from time to time in the ordinary course of business, as well as in connection with its going-private transaction and the merger, including those described elsewhere in this proxy statement/prospectus. Additional legal claims or regulatory

matters may arise in the future and could involve stockholder, consumer, regulatory, compliance, intellectual property, antitrust, tax and other issues on a global basis. Litigation is inherently unpredictable. Regardless of the merits of the claims, litigation may be both time-consuming and disruptive to Dell's business. Dell could incur judgments or enter into settlements of claims that could adversely affect its operating results or cash flows in a particular period. In addition, Dell's business, operating results and financial condition could be adversely affected if any infringement or other intellectual property claim made against it by any third party is successful, or if Dell fails to develop non-infringing technology or license the proprietary rights on commercially reasonable terms and conditions.

Denali will incur increased costs and become subject to additional regulations and requirements as a result of becoming a newly public company, and Denali's management will be required to devote substantial time to new compliance matters, which could lower Denali's profits or make it more difficult to run its business.

As a newly public company, Denali will incur significant legal, accounting and other expenses that it has not incurred as a private company, including costs associated with public company reporting requirements and costs of recruiting and retaining non-executive directors. Denali will also incur costs associated with the Sarbanes-Oxley Act of 2002 and related rules implemented by the SEC and the NYSE. The expenses incurred by public companies generally for reporting and corporate governance purposes have been increasing. Denali expects these rules and regulations to increase its legal and financial compliance costs and to make some activities more time-consuming and costly, although it is currently unable to estimate these costs with any degree of certainty. Denali's management will need to devote a substantial amount of time to ensure that it complies with all of these requirements. These laws and regulations also could make it more difficult or costly for Denali to obtain certain types of insurance, including director and officer liability insurance, and Denali may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. These laws and regulations could also make it more difficult for Denali to attract and retain qualified persons to serve on its board of directors, its board committees or as its executive officers. Furthermore, if Denali is unable to satisfy its obligations as a public company, the Class V Common Stock could be subject to delisting and Denali could be subject to fines, sanctions and other regulatory action and potentially civil litigation.

As a public company, Denali will be obligated to develop and maintain proper and effective internal control over financial reporting and any failure to do so may adversely affect investor confidence in Denali and, as a result, the value of the Class V Common Stock.

Following a transition period afforded to companies that were not previously SEC reporting companies, Denali will be required by Section 404 of the Sarbanes-Oxley Act of 2002 to furnish a report by management on, among other things, its assessment of the effectiveness of its internal control over financial reporting. The assessment will need to include disclosure of any material weaknesses identified by Denali's management in Denali's internal control over financial reporting. Denali also will be required to disclose significant changes made in its internal control procedures on a quarterly basis. In addition, Denali's independent registered public accounting firm is required to express an opinion as to the effectiveness of Denali's internal control over financial reporting beginning with the second annual report on Form 10-K. The process of designing, implementing and testing internal controls over financial reporting is time consuming, costly and complicated.

During the evaluation and testing process of its internal controls, if Denali identifies one or more material weaknesses in its internal control over financial reporting, Denali will be unable to assert that its internal control over financial reporting is effective. Denali may experience material weaknesses or significant deficiencies in its internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit Denali's ability to report accurately its financial condition or results of operations. If Denali is unable to conclude that its internal control over financial reporting is effective, or if Denali's independent registered public accounting firm determines Denali has a material weakness or significant deficiency in its internal control over financial reporting, Investors could lose confidence in the accuracy and

completeness of its financial reports, the market price of the Class V Common Stock could decline, and Denali could be subject to sanctions or investigations by the SEC or other regulatory authorities. Failure to remedy any material weakness in its internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, also could restrict Denali's future access to the capital markets.

Compliance requirements of current or future environmental and safety laws, or other regulatory laws, may increase costs, expose Denali and Dell to potential liability and otherwise harm Dell's business.

Dell's operations are subject to environmental and safety regulations in all areas in which Dell conducts business. Product design and procurement operations must comply with new and future requirements relating to climate change laws and regulations, materials composition, sourcing, energy efficiency and collection, recycling, treatment, transportation and disposal of electronics products, including restrictions on mercury, lead, cadmium, lithium metal, lithium ion and other substances. If Dell fails to comply with applicable rules and regulations regarding the transportation, source, use and sale of such regulated substances, Dell could be subject to liability. The costs and timing of costs under environmental and safety laws are difficult to predict, but could have an adverse impact on Dell's business.

In addition, Denali and its subsidiaries are subject to various anti-corruption laws that prohibit improper payments or offers of payments to foreign governments and their officials for the purpose of obtaining or retaining business and are also subject to export controls, customs and economic sanctions laws and embargoes imposed by the U.S. Government. Violations of the Foreign Corrupt Practices Act or other anti-corruption laws or export control, customs or economic sanctions laws may result in severe criminal or civil sanctions and penalties, and Denali and its subsidiaries may be subject to other liabilities which could have a material adverse effect on Denali's business, results of operations and financial condition.

In addition, Denali will be subject to provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act intended to improve transparency and accountability concerning the supply of minerals originating from the conflict zones of the Democratic Republic of Congo or adjoining countries. Denali will incur costs to comply with the disclosure requirements of this law and may realize other costs relating to the sourcing and availability of minerals used in Dell's products. Further, Denali may face reputational harm if Denali's customers or other Denali stakeholders conclude that Denali is unable to sufficiently verify the origins of the minerals used in Dell's products.

Armed hostilities, terrorism, natural disasters or public health issues could harm Dell's business.

Armed hostilities, terrorism, natural disasters or public health issues, whether in the U.S. or abroad, could cause damage or disruption to Dell or Dell's suppliers and customers, or could create political or economic instability, any of which could harm Dell's business. For example, the earthquake and tsunami in Japan and severe flooding in Thailand which occurred during fiscal 2012 caused damage to infrastructure and factories that disrupted the supply chain for a variety of components used in Dell's products. Any such future events could cause a decrease in demand for Dell's products, make it difficult or impossible to deliver products or for suppliers to deliver components and could create delays and inefficiencies in Dell's supply chain.

Risk Factors Relating to EMC

Denali's and EMC's businesses are and, when combined, will be subject to the risks described above. EMC is, and following the completion of the merger Denali will be, subject to the risks described in EMC's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, as updated from time to time in EMC's subsequent filings with the SEC, including those incorporated by reference in this proxy statement/prospectus. See "*Where You Can Find More Information*" for information on how to obtain copies of the incorporated documents or view them via the Internet.

Risk Factors Relating to Denali's Proposed Tracking Stock Structure

Holders of Class V Common Stock will be common stockholders of Denali and will be, therefore, subject to risks associated with an investment in Denali as a whole.

Even though Denali will attribute, for financial reporting purposes, all of Denali's consolidated assets, liabilities, revenue and expenses to either the DHI Group or the Class V Group in order to prepare the unaudited financial information for the Class V Group, Denali will retain legal title to all of Denali's assets, and Denali's tracking stock capitalization will not limit Denali's legal responsibility, or that of Denali's subsidiaries, for their debts and liabilities. While Denali's proposed Denali Tracking Stock Policy provides that reallocations of assets between groups may result in the creation of inter-group debt or an increase or decrease of the DHI Group's inter-group interest in the Class V Group or in an offsetting reallocation of cash or other assets, Denali's creditors will not be limited by Denali's tracking stock capitalization from proceeding against any assets against which they could have proceeded if Denali did not have a tracking stock capitalization. The DHI Group and the Class V Group are not separate legal entities and cannot own assets, and as a result, holders of Class V Common Stock will not have special legal rights related to specific assets attributed to the Class V Group and, in any liquidation, holders of DHI Group common stock and holders of Class V Common Stock will be entitled to their proportionate interests in assets of Denali after payment or provision for payment of the debts and liabilities of Denali and payment or provision for payment of any preferential amount due to the holders of any other class or series of stock based on their respective numbers of liquidation units. See "*Description of Denali Capital Stock Following the Merger—Liquidation and Dissolution*."

The Denali board of directors may not reallocate assets and liabilities between the DHI Group and the Class V Group without the approval of the Capital Stock Committee, which will consist of a majority of independent directors, but any such reallocation of assets and liabilities may make it difficult to assess the future prospects of either group based on its past performance.

The Denali board of directors may not allocate or reallocate assets and liabilities to one group or the other without the approval of the Capital Stock Committee, which will consist of a majority of independent directors. However, any such allocation or reallocation may be made without the approval of any of Denali's stockholders in accordance with the Denali Tracking Stock Policy and the Denali certificate. See "*Description of Denali Tracking Stock Policy*." Any such reallocation made by the Denali board of directors, as well as the existence of the right in and of itself to effect a reallocation, may impact the ability of investors to assess the future prospects of either group, including its liquidity and capital resource needs, based on its past performance. Stockholders may also have difficulty evaluating the liquidity and capital resources of each group based on past performance, as the Denali board of directors may use one group's liquidity to fund the other group's liquidity and capital expenditure requirements through the use of inter-group loans or other inter-group arrangements.

Any allocation or reallocation of assets and liabilities to one group or the other that results in the Class V Common Stock ceasing to track the performance of VMware Class A common stock could result in the delisting of the Class V Common Stock as discussed below, which would materially adversely affect the liquidity and value of the Class V Common Stock.

The NYSE has proposed new listing standards for a tracking stock, such as the Class V Common Stock, which tracks the performance of an investment by the issuer in the common equity of another company listed on the NYSE, such as VMware. If the shares of Class V Common Stock issuable to EMC shareholders are not approved for listing on the NYSE, a condition to EMC's obligation to complete the merger will not have been satisfied, and the EMC board of directors would need to consider whether to waive such condition or terminate the merger agreement. If the EMC board of directors were to determine to waive such condition, then the Class V Common Stock received by EMC shareholders in the merger would not be listed, which would materially adversely affect the liquidity and value of the Class V Common Stock.

The NYSE has proposed new listing standards for a tracking stock, which the NYSE refers to as an "Equity Investment Tracking Stock," that tracks the performance of an investment by the issuer in the common equity of another company listed on the NYSE, such as VMware. The NYSE listing standards as so proposed would allow for the listing of the Class V Common Stock. No assurances can be given that such listing standards will be adopted in their proposed form. If the shares of Class V Common Stock issuable to EMC shareholders have not been approved for listing on the NYSE, subject to official notice of issuance, a condition to EMC's obligation to complete the merger will not have been satisfied. In that event, we expect that the EMC board of directors, after taking into account the facts and circumstances existing at such time, would consider whether or not waiving such closing condition, which would result in the EMC shareholders receiving unlisted shares of Class V Common Stock, would be in the best interests of EMC and its shareholders. EMC expects to provide appropriate notice to EMC shareholders in the event of any such waiver. The failure of the Class V Common Stock to be listed on the NYSE would materially adversely affect the liquidity and value of the Class V Common Stock.

The new listing standards proposed by the NYSE include certain requirements to maintain the listing of an Equity Investment Tracking Stock. If the Class V Common Stock were delisted because of the failure to meet any of such requirements, the liquidity and value of the Class V Common Stock would be materially adversely affected.

If adopted in the form currently proposed, the new listing standards published by the NYSE would provide that the Class V Common Stock could be delisted from the NYSE if:

- the Class A common stock of VMware ceases to be listed on the NYSE;
- Denali ceases to own, directly or indirectly, at least 50% of either the economic interest or the voting power of all of the outstanding classes of common equity of VMware; or
- the Class V Common Stock ceases to track the performance of the Class A common stock of VMware.

If any of the foregoing conditions were no longer met at any time, the NYSE would determine whether the Class V Common Stock could meet any other applicable initial listing standard in place at that time. If the Class V Common Stock did not qualify for initial listing at that time under another applicable listing standard, the NYSE would commence delisting proceedings. Furthermore, if trading in the Class A common stock of VMware were suspended or delisting proceedings were commenced with respect to such security, trading in the Class V Common Stock would be suspended or delisting proceedings would be commenced with respect to the Class V Common Stock at the same time. Any delisting of the Class V Common Stock would materially adversely affect the liquidity and value of the Class V Common Stock.

The market price of Class V Common Stock may not reflect the performance of the Class V Group as Denali intends.

Denali cannot make any assurance that the market price of the Class V Common Stock will, in fact, reflect the performance of Denali's interest in VMware and any other businesses, assets and liabilities that may be attributed to the Class V Group at any time. Holders of Class V Common Stock will be common stockholders of Denali as a whole and, as such, will be subject to all risks associated with an investment in Denali and all of Denali's businesses, assets and liabilities, including the approximately $54.2 billion of short-term and long-term indebtedness (or $56.9 billion of short-term and long-term indebtedness, assuming that the divestiture of Dell Services does not close substantially concurrently with or prior to the completion of the merger) that Denali is expected to have outstanding immediately following the merger. In addition, investors may discount the value of the Class V Common Stock because it is part of a common enterprise rather than of a stand-alone entity. As a result of the characteristics of tracking stocks, tracking stocks often trade at a discount to the estimated value of the assets or businesses they are intended to track.

The market price of Class V Common Stock may be volatile, could fluctuate substantially and could be affected by factors that do not affect traditional common stock.

Market reaction to the establishment of tracking stocks is unpredictable and Denali does not know how the market will react to the merger. In addition, given that the Class V Common Stock is intended to track the performance of a more focused group of businesses, assets and liabilities than EMC common stock does, the market price of Class V Common Stock may be more volatile than the market price of EMC common stock has historically been. The market price of Class V Common Stock may be materially affected by, among other things:

- actual or anticipated fluctuations in VMware's operating results or in the operating results of any other businesses attributable to the Class V Group from time to time;
- potential acquisition activity by Denali or the companies in which Denali invests;
- adverse changes in the credit rating or credit quality of Denali and its subsidiaries;
- issuances of additional debt or equity securities to raise capital by Denali or the companies in which Denali invests and the manner in which that debt or the proceeds of an equity issuance are attributed to each of the groups;
- changes in financial estimates by securities analysts regarding Class V Common Stock or the companies attributable to either of Denali's groups;
- changes in market valuations of other companies engaged in similar lines of business;
- the complex nature and the potential difficulties investors may have in understanding the terms of the Class V Common Stock, as well as concerns regarding the possible effect of certain of those terms on an investment in Denali's stock; and
- general market conditions.

In addition, until an orderly trading market develops for Class V Common Stock following the completion of the merger, the market price of Class V Common Stock may fluctuate significantly.

There may not be an active trading market for shares of the Class V Common Stock, which may cause a decrease in the market price of the shares of the Class V Common Stock and make it difficult to sell such shares.

Prior to the completion of the merger, there will not be a public trading market for shares of the Class V Common Stock. It is possible that after the completion of the merger, an active trading market will not develop or, if developed, that any market will be sustained. The market price of the Class V Common Stock may decline from time to time and you may not be able to sell your shares of Class V Common Stock at an attractive price or at all.

The market value of Class V Common Stock could be adversely affected by events involving the assets and businesses attributed to the DHI Group.

Because Denali will be the issuer of both DHI Group common stock and Class V Common Stock, an adverse market reaction to events relating to the assets and businesses attributed to the DHI Group, such as disclosure of earnings or announcements of new products or services, acquisitions or dispositions that the market does not view favorably, may have an adverse effect on the Class V Common Stock. Because Denali's objective of reducing its indebtedness during the first 18-24 months after the completion of the merger will be dependent on cash generated by the DHI Group, any failure of the DHI Group to generate such cash could result in a material reduction in the credit quality of Denali and adversely impact the value of the Class V Common Stock. In addition, the incurrence of significant additional indebtedness by Denali or any of Denali's subsidiaries on behalf of the DHI Group, including additional indebtedness incurred or assumed in connection with acquisitions

of, or investments in, businesses, could affect Denali's credit rating and that of Denali's subsidiaries and, therefore, could increase the borrowing costs of Denali and its subsidiaries.

Denali may not pay dividends equally or at all on Class V Common Stock.

VMware does not currently pay dividends on its common stock, and any decisions regarding dividends on the VMware common stock would be a decision of VMware's board of directors. Denali does not presently intend to pay cash dividends on the Class V Common Stock. If VMware were to pay a dividend on the VMware common stock owned by Denali that is attributable to the Class V Group, Denali could, but would not be required to, distribute some or all of that amount to the holders of Class V Common Stock. Denali will have the right to pay dividends on the shares of common stock of each group in equal or unequal amounts, and Denali may pay dividends on the shares of common stock of one group and not pay dividends on shares of common stock of the other group. See "*—Risk Factors Relating to the Combined Company—After the completion of the merger, Denali will be controlled by the MD stockholders, the MSD Partners stockholders and the SLP stockholders, whose interests may differ from the interests of the holders of Class V Common Stock.*" In addition, any dividends or distributions on, or repurchases of, shares relating to either group will reduce Denali's assets legally available to be paid as dividends on the shares relating to the other group.

Denali's operations are conducted almost entirely through its subsidiaries and its ability to generate cash to make future dividend payments, if any, is highly dependent on the cash flows and the receipt of funds from its subsidiaries via dividends or intercompany loans. To the extent that Denali determines in the future to pay dividends on the DHI Group common stock or the Class V Common Stock, the terms of certain agreements governing Denali's or its subsidiaries' indebtedness, including the credit agreement governing the new revolving credit facility and any credit facilities of VMware, may significantly restrict the ability of Denali's subsidiaries to pay dividends or otherwise transfer assets to Denali, as well as the ability of Denali to pay dividends to holders of its common stock. In addition, Delaware law imposes requirements that may restrict Denali's ability to pay dividends to holders of its common stock.

Denali's tracking stock capital structure could create conflicts of interest, and the Denali board of directors may make decisions that could adversely affect only some holders of Denali's common stock.

Denali's tracking stock capital structure could give rise to circumstances where the interests of holders of stock of one group might diverge or appear to diverge from the interests of holders of stock of the other group. In addition, given the nature of their businesses, there may be inherent conflicts of interests between the DHI Group and the Class V Group. Denali's groups are not separate entities and thus holders of DHI Group common stock and Class V Common Stock will not have the right to elect separate boards of directors. As a result, Denali's officers and directors will owe fiduciary duties to Denali as a whole and all of Denali's stockholders as opposed to only holders of a particular group. Decisions deemed to be in the best interest of Denali and all of Denali's stockholders may not be in the best interest of a particular group when considered independently, such as:

- decisions as to the terms of any business relationships that may be created between the DHI Group and the Class V Group or the terms of any reallocations of assets between the groups;
- decisions as to the allocation of corporate opportunities between the groups, especially where the opportunities might meet the strategic business objectives of both groups;
- decisions as to operational and financial matters that could be considered detrimental to one group but beneficial to the other;
- decisions as to the conversion of Class V Common Stock into Class C Common Stock, which the Denali board of directors may make in its sole discretion, so long as the Class C Common Stock is then traded on a U.S. securities exchange;
- decisions regarding the increase or decrease of the inter-group interest that the DHI Group may own in the Class V Group from time to time;

- decisions as to the internal or external financing attributable to businesses or assets attributed to either of Denali's groups;
- decisions as to the dispositions of assets of either of Denali's groups; and
- decisions as to the payment of dividends on the stock relating to either of Denali's groups.

Ownership of DHI Group common stock and Class V Common Stock by Denali's directors or officers may create or appear to create conflicts of interest.

With the exception of the three independent directors who will serve as Group I Directors (whose equity compensation by Denali must be approximately half in the form of Class V Common Stock or options to acquire Class V Common Stock based on value at the time of grant), it is expected that all or substantially all of the direct and indirect equity ownership in Denali of Denali's directors and officers will consist of DHI Group common stock. Such ownership of DHI Group common stock by Denali's directors and officers could create or appear to create conflicts of interest when they are faced with decisions that could have different implications for the holders of DHI Group common stock or Class V Common Stock.

The Denali board of directors may not change the Denali Tracking Stock Policy without the approval of the Capital Stock Committee, which will consist of a majority of independent directors. However, any such change following its implementation may be made to the detriment of either group without stockholder approval.

The Denali board of directors intends to adopt the Denali Tracking Stock Policy described in this proxy statement/prospectus to serve as guidelines in making decisions regarding the relationships between the DHI Group and the Class V Group with respect to matters such as tax liabilities and benefits, inter-group debt, inter-group interests, allocation and reallocation of assets, financing alternatives, corporate opportunities, payment of dividends and similar items. These policies also set forth the initial allocation of Denali's businesses, assets and liabilities between them. See "*Description of Denali Tracking Stock Policy*." These policies will not be included in the Denali certificate. The Denali board of directors may not change or make exceptions to these policies without the approval of the Capital Stock Committee, which will consist of a majority of independent directors. Because these policies relate to matters concerning the day-to-day management of Denali as opposed to significant corporate actions, such as a merger involving Denali or a sale of substantially all of Denali's assets, no stockholder approval is required with respect to their adoption or amendment. A decision to change, or make exceptions to, these policies or adopt additional policies could disadvantage one group while advantaging the other.

Holders of shares of stock relating to a particular group may not have any remedies if any action by Denali's directors or officers has an adverse effect on only that stock.

Principles of Delaware law and the provisions of the Denali certificate may protect decisions of the Denali board of directors that have a disparate impact upon holders of shares of stock relating to a particular group. Under Delaware law, the Denali board of directors has a duty to act with due care and in the best interests of all stockholders. Principles of Delaware law established in cases involving differing treatment of multiple classes or series of stock provide that, subject to any applicable provisions of the corporation's certificate of incorporation, a board of directors owes an equal duty to all stockholders and does not have separate or additional duties to any subset of stockholders. Judicial opinions in Delaware involving tracking stocks have established that decisions by directors or officers involving differing treatment of holders of tracking stocks may be judged under the business judgment rule. In some circumstances, Denali's directors or officers may be required to make a decision that is viewed as adverse to the holders of shares relating to a particular group. Under the principles of Delaware law and the business judgment rule referred to above, Denali stockholders may not be able to successfully challenge decisions they believe have a disparate impact upon the stockholders of one of Denali's groups if a majority of the Denali board of directors is disinterested and independent with respect to the action taken, is adequately

informed with respect to the action taken and acts in good faith and in the honest belief that the Denali board of directors is acting in the best interest of Denali and all of Denali's stockholders.

Denali may dispose of assets of the Class V Group without the approval of holders of the Class V Common Stock.

Delaware law requires stockholder approval only for a sale or other disposition of all or substantially all of the assets of Denali taken as a whole, and the Denali certificate does not require a separate class vote in the case of a sale of a significant amount of assets attributed to any of Denali's groups. As long as the assets attributed to the Class V Group proposed to be disposed of represent less than substantially all of Denali's assets, Denali may approve sales and other dispositions of any amount of the assets attributed to such group without any stockholder approval.

If Denali disposes of all or substantially all of the assets attributed to the Class V Group (which means, for this purpose, assets representing 80% of the fair value of the total assets of the Class V Group as of such date, as determined by the Denali board of directors), Denali would be required, if the disposition is not an excluded transaction under the terms of the Denali certificate, to choose one or more of the following three alternatives:

- declare and pay a dividend on the Class V Common Stock;
- redeem shares of the Class V Common Stock in exchange for cash, securities or other property; and/or
- so long as the Class C Common Stock is then traded on a U.S. securities exchange, convert all or a portion of the outstanding Class V Common Stock into Class C Common Stock.

See "*Description of Denali Capital Stock Following the Merger—Denali Common Stock—Dividend, Redemption or Conversion in Case of Class V Group Disposition*."

In this type of a transaction, holders of the Class V Common Stock may receive less value than the value that a third-party buyer might pay for all or substantially all of the assets of the Class V Group.

The Denali board of directors will decide, in its sole discretion, how to proceed and is not required to select the option that would result in the highest value to holders of any group of Denali's common stock.

Holders of Class V Common Stock may receive less consideration upon a sale of the assets attributed to the Class V Group than if such group were a separate company.

If the Class V Group were a separate, independent company and its shares were acquired by another person, certain costs of that sale, including corporate level taxes, might not be payable in connection with that acquisition. As a result, stockholders of a separate, independent company with the same assets might receive a greater amount of proceeds than the holders of Class V Common Stock would receive upon a sale of all or substantially all of the assets of the Class V Group. In addition, Denali cannot make any assurance that in the event of such a sale the per share consideration to be paid to holders of Class V Common Stock will be equal to or more than the per share value prior to or after the announcement of a sale of all or substantially all of the assets of the Class V Group. Further, there is no requirement that the consideration paid be tax-free to the holders of Class V Common Stock. Accordingly, if Denali sells all or substantially all of the assets attributed to the Class V Group, the value of Denali's stockholders' investment in Denali could decrease.

In the event of a liquidation of Denali, holders of Class V Common Stock will not have a priority with respect to the assets attributed to the Class V Group remaining for distribution to stockholders.

Under the Denali certificate, upon Denali's liquidation, dissolution or winding-up, holders of the Class V Common Stock will be entitled to receive, in respect of their shares of such stock, their proportionate interest in all of Denali's assets, if any, remaining for distribution to holders of common stock in proportion to their

respective number of "liquidation units" per share. Relative liquidation units will be based on the volume weighted average price of the Class V Common Stock over the 10 trading day period commencing shortly after the initial filing of the Denali certificate and the determination of the Denali board of directors of the value of the DHI Group common stock at such time. Hence, the assets to be distributed to a holder of Class V Common Stock upon a liquidation, dissolution or winding-up of Denali will not be linked to the relative value of the assets attributed to the Class V Group at that time or to changes in the relative value of the DHI Group common stock and the Class V Common Stock over time.

The Denali board of directors may in its sole discretion elect to convert the Class V Common Stock into Class C Common Stock, thereby changing the nature of the investment.

The Denali certificate will permit the Denali board of directors, in its sole discretion, to convert all of the outstanding shares of Class V Common Stock into Class C Common Stock at such time as the Class C Common Stock is already traded on a U.S. securities exchange and the shares are converted at a ratio that provides the stockholders of the Class V Common Stock with the applicable conversion premium to which they are entitled. See "*Description of Denali Capital Stock Following the Merger—Conversion—Conversion of Class V Common Stock into Class C Common Stock at the Option of Denali*." A conversion would preclude the holders of Class V Common Stock from retaining their investment in a security that is intended to reflect separately the performance of the Class V Group. Denali cannot predict the impact on the market value of Denali's stock of (1) the Denali board of directors' ability to effect any such conversion or (2) the exercise of this conversion right by Denali.

If Denali exercises its option to convert all outstanding shares of Class V Common Stock into shares of Class C Common Stock, such conversion would effectively eliminate Denali's tracking stock structure because the holders of Class V Common Stock would upon conversion hold one of four series of DHI Group common stock, none of which, after such conversion, would be intended to track the performance of any distinct tracking groups. Upon any such conversion, holders would no longer, for example, have special class voting rights or be subject to certain redemption or conversion provisions related to the Class V Group. Additionally, there would no longer be a Capital Stock Committee or a tracking stock policy. See "*Description of Denali Capital Stock Following the Merger—Conversion—Conversion of Class V Common Stock into Class C Common Stock at the Option of Denali—Material Differences in Rights between Class V Common Stock and Class C Common Stock*."

Holders of DHI Group common stock and Class V Common Stock will generally vote together and holders of Class V Common Stock will have limited separate voting rights.

Holders of DHI Group common stock and Class V Common Stock will vote together as a single class, except in certain limited circumstances prescribed by the Denali certificate and under Delaware law. Each share of Class V Common Stock and Class C Common Stock will have one vote per share. Each share of Class A Common Stock and Class B Common Stock will have ten votes per share. Class D Common Stock will not vote on any matters except to the extent required under Delaware law. In addition, the Group II Directors of DHI will be elected solely by the holders of Class A Common Stock voting as a separate class and the Group III Directors of DHI will be elected solely by the holders of Class B Common Stock voting as a separate class.

Immediately following the completion of the merger, it is expected that the number of votes to which holders of Class V Common Stock would be entitled will represent approximately 4% of the total number of votes to which all holders of Denali common stock would be entitled, the number of votes to which holders of Class A Common Stock would be entitled will represent approximately 73% of the total number of votes to which all holders of Denali common stock would be entitled, the number of votes to which holders of Class B Common Stock would be entitled will represent approximately 23% of the total number of votes to which all holders of Denali common stock would be entitled, and the number of votes to which holders of Class C Common Stock would be entitled will represent less than 1% of the total number of votes to which all holders of Denali common stock would be entitled. As a result, when holders of DHI Group common stock and Class V Common Stock vote together as a single class, holders of DHI Group common stock will be in a position to

control the outcome of the vote even if the matter involves a conflict of interest among Denali's stockholders or has a greater impact on one group than the other. See "*Description of Denali Capital Stock Following the Merger—Denali Common Stock—Voting Rights*."

Certain restrictions provided in the Denali certificate will lapse on the two-year anniversary of the closing of the merger, which would allow Denali to cause VMware Class A common stock to cease to be publicly listed and would prevent investors who may view the market price of VMware Class A common stock as relevant to a valuation of the VMware business from accessing sale information.

As described under "*Description of Denali Capital Stock Following the Merger—Restrictions on Corporate Actions*," certain restrictions in the Denali certificate will prevent Denali from acquiring shares of VMware common stock for two years in circumstances in which the VMware Class A common stock would cease to be listed on a U.S. national securities, subject to certain exceptions related to tax consolidation. While investors may view the market price of VMware Class A common stock as relevant to a valuation of the VMware business, the Class V Common Stock and the VMware Class A common stock have different characteristics, which Denali expects may affect their respective market prices in distinct ways. If Denali determined to take such actions following the expiration of such restrictions in the Denali certificate and the VMware Class A common stock ceased to trade publicly, such action could cause the Class V Common Stock to be delisted as discussed above, which would materially adversely affect the liquidity and value of the Class V Common Stock.

Holders of Class V Common Stock may not benefit from any potential premiums paid to the public holders of VMware Class A common stock following the merger.

Denali or other persons may choose to purchase shares of VMware Class A common stock at a premium, and holders of Class V Common Stock would not be entitled to a similar premium for their shares of Class V Common Stock in such circumstances.

Denali's capital structure, as well as the fact that the Class V Group is not an independent company, may inhibit or prevent acquisition bids for the Class V Group and may make it difficult for a third party to acquire Denali, even if doing so may be beneficial to Denali's stockholders.

If the Class V Group were a separate, independent company, any person interested in acquiring the Class V Group without negotiating with management could seek control of the group by obtaining control of its outstanding voting stock, by means of a tender offer, or by means of a proxy contest. Although Denali intends the Class V Common Stock to reflect the separate economic performance of the Class V Group, the group is not a separate entity and a person interested in acquiring only the Class V Group without negotiation with Denali's management could obtain control of the group only by obtaining control of a majority in voting power of all of the outstanding shares of common stock of Denali. Even if the MD stockholders, the MSD Partners stockholders and the SLP stockholders approved such an acquisition, the existence of shares of common stock relating to different groups could present complexities and in certain circumstances pose obstacles, financial and otherwise, to an acquiring person that are not present in companies that do not have capital structures similar to Denali's.

Certain provisions of the Denali certificate and Denali bylaws may discourage, delay or prevent a change in control of Denali that a stockholder may consider favorable. These provisions include:

- limiting who may call special meetings of stockholders;
- establishing advance notice requirements for nominations of candidates for election to the Denali board of directors; and
- the existence of authorized and unissued stock, including "blank check" preferred stock, which could be issued by the Denali board of directors without approval of the holders of Denali common stock to persons friendly to Denali's then-current management, thereby protecting the continuity of Denali's management, or which could be used to dilute the stock ownership of persons seeking to obtain control of Denali.

Further, as a Delaware corporation, Denali is also subject to provisions of Delaware law, which may deter a takeover attempt that its stockholders may find beneficial. These anti-takeover provisions and other provisions under Delaware law could discourage, delay or prevent a transaction involving a change in control of Denali, including actions that its stockholders may deem advantageous, or negatively affect the trading price of its common stock, including the Class V Common Stock. These provisions could also discourage proxy contests and make it more difficult for Denali's stockholders to elect directors of their choosing and to cause Denali to take other corporate actions that may be desired by its stockholders.

Denali's board of directors is authorized to issue and designate shares of preferred stock in additional series without stockholder approval.

The Denali certificate will authorize Denali's board of directors, without the approval of its stockholders, to issue 1.0 billion shares of preferred stock, subject to limitations prescribed by applicable law, rules and regulations and the provisions of the Denali certificate, as shares of preferred stock in series, to establish from time to time the number of shares to be included in each such series and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof. The powers, preferences and rights of these additional series of preferred stock may be senior to or on parity with Denali's series of common stock, including the Class V Common Stock, which may reduce the value of the Class V Common Stock.

You may be diluted in certain circumstances by the future issuance of additional Class V Common Stock.

After the completion of the merger, Denali will have 120,058,858 shares of authorized but unissued Class V Common Stock. The Denali certificate authorizes Denali to issue these shares of Class V Common Stock from time to time on the terms and conditions established by the Denali board of directors, whether in connection with acquisitions or otherwise. The issuance of currently authorized but unissued shares of Class V Common Stock will not dilute your interest in the Class V Group. However, your percentage interest in the Class V Group may be diluted in certain circumstances following such time, if any, as the Denali certificate is amended to increase the number of authorized shares of Class V Common Stock to over 343,025,308 shares.

Future sales, or the perception of future sales, by Denali or holders of Class V Common Stock in the public market could cause the market price for the Class V Common Stock to decline.

The sale of substantial amounts of shares of the Class V Common Stock in the public market, or the perception that such sales could occur, could harm the prevailing market price of shares of the Class V Common Stock. These sales, or the possibility that these sales may occur, also might make it more difficult for Denali to sell equity securities in the future at a time and at a price that it deems appropriate.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF DENALI

The following tables present Denali's selected historical consolidated financial data. On October 29, 2013, Denali acquired Dell in a transaction referred to as the going-private transaction. For the purposes of the consolidated financial data included in this proxy statement/prospectus for Denali, periods prior to October 29, 2013 reflect the financial position, results of operations and changes in financial position of Dell and its consolidated subsidiaries prior to the going-private transaction, referred to as the Predecessor, and periods beginning on or after October 29, 2013 reflect the financial position, results of operations and changes in financial position of Denali and its consolidated subsidiaries as a result of the going-private transaction, referred to as the Successor. For more information on the predecessor and successor periods, see Note 1 of the Notes to the Audited Consolidated Financial Statements of Denali.

The consolidated balance sheet data as of January 29, 2016 and January 30, 2015 and the results of operations and cash flow data for the fiscal years ended January 29, 2016 and January 30, 2015, the successor period October 29, 2013 to January 31, 2014, and the predecessor period February 2, 2013 to October 28, 2013 have been derived from Denali's Audited Consolidated Financial Statements included elsewhere in this proxy statement/prospectus. The consolidated balance sheet data as of January 31, 2014 has been derived from Denali's Audited Consolidated Financial Statements for the fiscal year then ended, which are not included or incorporated by reference herein. The consolidated balance sheet data as of February 1, 2013 and February 3, 2012 and the results of operations and cash flow data for the fiscal years ended February 1, 2013 and February 3, 2012 have been derived from Dell's audited financial statements included in Dell's Annual Report on Form 10-K for the year ended February 1, 2013 filed with the SEC and is not included or incorporated by reference herein.

The selected historical consolidated financial data presented below is not necessarily indicative of the results to be expected for any future period. The selected historical consolidated financial data does not reflect the capital structure of the combined company following the completion of the merger and related financings and is not indicative of results that would have been reported had such transactions occurred as of the dates indicated. The selected historical consolidated financial data presented below should be read in conjunction with Denali's Audited Consolidated Financial Statements and accompanying notes and the "*Denali Unaudited Pro Forma Condensed Combined Financial Statements*," as well as "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Denali*," included elsewhere in this proxy statement/prospectus.

	Successor			Predecessor		
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 to January 31, 2014	February 2, 2013 to October 28, 2013	Fiscal Year Ended February 1, 2013	Fiscal Year Ended February 3, 2012(a)
	(in millions, except per share data)					
Results of Operations and Cash Flow Data:						
Net revenue	$ 54,886	$ 58,119	$ 14,075	$ 42,302	$ 56,940	$ 62,071
Gross margin	$ 9,832	$ 10,208	$ 1,393	$ 7,991	$ 12,186	$ 13,811
Operating income (loss)	$ (383)	$ (422)	$ (1,798)	$ 518	$ 3,012	$ 4,431
Income (loss) before income taxes	$ (1,175)	$ (1,346)	$ (2,002)	$ 320	$ 2,841	$ 4,240
Net income (loss)	$ (1,104)	$ (1,221)	$ (1,612)	$ (93)	$ 2,372	$ 3,492
Earnings (loss) per common share:						
Basic	$ (2.73)	$ (3.02)	$ (4.06)	$ (0.05)	$ 1.36	$ 1.90
Diluted	$ (2.73)	$ (3.02)	$ (4.06)	$ (0.05)	$ 1.35	$ 1.88
Number of weighted-average shares outstanding:						
Basic	405	404	397	1,755	1,745	1,838
Diluted	405	404	397	1,755	1,755	1,853
Net cash provided by operating activities	$ 2,162	$ 2,551	$ 1,082	$ 1,604	$ 3,283	$ 5,527

(a) The fiscal year ended February 3, 2012 included 53 weeks.

The following table presents Denali's selected historical consolidated balance sheet information as of the dates indicated:

	Successor			Predecessor	
	January 29, 2016	January 30, 2015	January 31, 2014	February 1, 2013	February 3, 2012
	(in millions)				
Balance Sheet Data:					
Cash and cash equivalents	$ 6,576	$ 5,398	$ 6,449	$ 12,569	$ 13,852
Total assets	$ 45,250	$ 48,192	$ 51,153	$ 47,540	$ 44,533
Short-term debt	$ 2,984	$ 2,921	$ 3,063	$ 3,843	$ 2,867
Long-term debt	$ 10,775	$ 11,234	$ 14,352	$ 5,242	$ 6,387
Total stockholders' equity	$ 1,466	$ 2,904	$ 4,014	$ 10,701	$ 8,917

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF EMC

The following table presents selected historical consolidated financial data for EMC as of and for the years ended December 31, 2015, 2014, 2013, 2012 and 2011 and as of and for the three months ended March 31, 2016 and 2015.

The consolidated summary of operations data for the years ended December 31, 2015, 2014 and 2013 and the consolidated balance sheet data as of December 31, 2015 and 2014 have been derived from EMC's audited consolidated financial statements included in EMC's Annual Report on Form 10-K for the year ended December 31, 2015, which is incorporated by reference into this proxy statement/prospectus. The consolidated summary of operations data for the years ended December 31, 2012 and 2011 and the consolidated balance sheet data as of December 31, 2013, 2012 and 2011 have been derived from EMC's audited consolidated financial statements for such periods, which are not included or incorporated by reference herein.

The consolidated summary of operations data for the three months ended March 31, 2016 and 2015 and the consolidated balance sheet data as of March 31, 2016 have been derived from EMC's unaudited consolidated financial statements included in EMC's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016, which is incorporated by reference into this proxy statement/prospectus. The consolidated balance sheet data as of March 31, 2015 has been derived from EMC's unaudited consolidated financial statements for such period, which have not been incorporated into this document by reference.

The selected historical consolidated financial data set forth below is not necessarily indicative of future results and should be read together with the other information contained in EMC's Annual Report on Form 10-K for the year ended December 31, 2015 and EMC's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016, including the sections entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," and the consolidated financial statements and notes thereto. See "*Where You Can Find More Information*" for information on how you can obtain copies of the incorporated documents or view them via the Internet.

(in millions, except per share amounts)

	As of and for the Three Months Ended March 31,		Year Ended December 31,				
	2016	2015	2015	2014	2013	2012	2011
Summary of Operations:							
Revenues	$ 5,475	$ 5,613	$24,704	$24,440	$23,222	$21,714	$20,008
Operating income	$ 410	$ 379	2,841	4,037	4,150	3,964	3,442
Net income attributable to EMC Corporation	$ 268	$ 252	1,990	2,714	2,889	2,733	2,461
Net income attributable to EMC Corporation per weighted average share, basic	$ 0.14	$ 0.13	$ 1.02	$ 1.34	$ 1.39	$ 1.31	$ 1.20
Net income attributable to EMC Corporation per weighted average share, diluted	$ 0.14	$ 0.13	$ 1.01	$ 1.32	$ 1.33	$ 1.23	$ 1.10
Weighted average shares, basic	1,949	1,974	1,944	2,028	2,074	2,093	2,056
Weighted average shares, diluted	1,965	1,996	1,962	2,059	2,160	2,206	2,229
Dividend declared per common share	0.12	0.12	$ 0.46	$ 0.45	$ 0.30	$ —	$ —
Balance Sheet Data:							
Working capital (1)	$ 3,314	$ 1,105	$ 2,178	$ 2,953	$ 4,567	$ 961	$ 473
Total assets (1, 2)	$ 45,703	$ 46,612	46,612	45,585	45,396	37,494	34,017
Current obligations (3)	$ 925	$ 1,299	1,299	—	1,665	1,652	3,305
Long-term obligations (2)	$ 5,477	$ 5,475	5,475	5,469	5,462	—	—
Total shareholders' equity	$ 23,250	$ 22,719	22,719	23,525	23,786	23,524	20,280

(1) During 2015, EMC retrospectively adopted the accounting guidance related to the balance sheet classification of deferred taxes which requires that all deferred taxes be presented as non-current. The adoption is reflected in all periods in the table above.

(2) Long-term obligations include EMC issued long-term debt. During 2015, EMC retrospectively adopted the accounting guidance requiring the presentation of debt issuance costs to be presented in the balance sheet as a direct reduction from the carrying amount of the related debt liability rather than as an asset. The adoption is reflected in all relevant periods in the table above.

(3) Current obligations include commercial paper issued and credit facility borrowings outstanding at March 31, 2015, December 31, 2015, and March 31, 2016, and the convertible debt and notes converted and payable, which were classified as current at December 31, 2013, 2012 and 2011.

SELECTED DENALI UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL DATA

The selected unaudited pro forma condensed combined financial data for the year ended January 29, 2016 combines the historical consolidated statements of income (loss) of Denali and EMC, giving effect to the merger and related financing transactions as if they had occurred on January 31, 2015, the first day of the fiscal year ended January 29, 2016. The unaudited pro forma condensed combined statement of loss for the year ended January 29, 2016 additionally reflects the anticipated disposition of Dell Services, which will be accounted for as discontinued operations, as if it had occurred on February 2, 2013. The selected unaudited pro forma condensed combined statement of financial position data as of January 29, 2016 combines the historical consolidated statements of financial position of Denali and EMC, giving effect to the merger, related financing transactions and anticipated disposition of Dell Services, which will be accounted for as discontinued operations, as if they had occurred on January 29, 2016. The selected unaudited pro forma condensed combined financial data has been derived from and should be read in conjunction with the unaudited pro forma condensed combined financial information, including the notes thereto, which is included in this proxy statement/prospectus under "*Denali Unaudited Pro Forma Condensed Combined Financial Statements*."

The selected unaudited pro forma condensed combined financial data is presented for informational purposes only. The selected unaudited pro forma condensed combined financial data does not purport to represent what the combined company's results of operations or financial condition would have been had the merger or disposition actually occurred on the dates indicated, and does not purport to project the combined company's results of operations or financial condition for any future period or as of any future date. The selected unaudited pro forma condensed combined financial data does not reflect all potential divestitures that may occur prior to, or subsequent to, the completion of the merger, cost savings that may be realized as a result of the merger, or any potential changes in compensation plans. Further, as explained in the notes accompanying the unaudited pro forma condensed combined financial information included under "*Denali Unaudited Pro Forma Condensed Combined Financial Statements*," the pro forma allocation of purchase price reflected in the selected unaudited pro forma condensed combined financial data is subject to adjustment and may vary from the actual purchase price allocation that will be recorded at the time the merger is completed. Additionally, the adjustments made in the selected unaudited pro forma condensed financial data, which are described in those notes, are preliminary and may be revised.

	Pro forma Fiscal Year Ended January 29, 2016 (in millions, except per share data)
Combined Results of Operations Data:	
Net revenue	$ 73,959
Gross margin	$ 19,150
Operating loss	$ (2,925)
Loss from continuing operations before income taxes	$ (5,629)
Net loss from continuing operations	$ (3,704)
DHI Group Common Stock:	
Loss per share from continuing operations, basic	$ (7.32)
Loss per share from continuing operations, diluted	$ (7.32)
Weighted average shares outstanding, basic	560
Weighted average shares outstanding, diluted	560
Net loss from continuing operations attributable to DHI Group common stock	$ (4,097)
Class V Common Stock:	
Earnings per share from continuing operations, basic	$ 2.35
Earnings per share from continuing operations, diluted	$ 2.34
Weighted average shares outstanding, basic	223
Weighted average shares outstanding, diluted	223
Net income from continuing operations attributable to Class V Common Stock	$ 524

The following table presents Denali's selected unaudited pro forma combined statement of financial position data as of January 29, 2016:

	Pro forma January 29, 2016 (in millions)
Combined Statement of Financial Position Data:	
Cash and cash equivalents	$ 7,037
Total assets	$ 135,603
Short-term debt (1)	$ 2,793
Long-term debt (2)	$ 51,405
Total stockholders' equity (3)	$ 20,072

(1) Assumes that the divestiture of Dell Services closes substantially concurrently with or prior to the completion of the merger and the proceeds from such divestiture are used to fund the merger and related transactions. To the extent that the divestiture of Dell Services does not close substantially concurrently with or prior to the completion of the merger, pro forma short-term debt as of January 29, 2016 would be $4,993 million.

(2) Assumes that the divestiture of Dell Services closes substantially concurrently with or prior to the completion of the merger and the proceeds from such divestiture are used to fund the merger and related transactions. To the extent that the divestiture of Dell Services does not close substantially concurrently with or prior to the completion of the merger, pro forma long-term debt as of January 29, 2016 would be $51,905 million.

(3) Assumes that the divestiture of Dell Services closes substantially concurrently with or prior to the completion of the merger and the proceeds from such divestiture are used to fund the merger and related transactions. To the extent that the divestiture of Dell Services does not close substantially concurrently with or prior to the completion of the merger, pro forma total stockholders' equity as of January 29, 2016 would be $18,479 million.

COMPARATIVE HISTORICAL AND UNAUDITED PRO FORMA PER SHARE DATA

The following tables set forth:

- historical per share information of Denali for the fiscal year ended January 29, 2016;
- historical per share information of EMC for the fiscal year ended December 31, 2015; and
- unaudited pro forma per share information of the combined company for the fiscal year ended January 29, 2016 after giving effect to the transactions contemplated by the merger agreement and the anticipated disposition of Dell Services.

The pro forma net income and cash dividends per share information reflects the transactions contemplated by the merger agreement as if they had occurred on January 31, 2015.

This information is based on, and should be read together with, the selected historical financial information, the unaudited pro forma condensed combined financial information and the historical financial statements of Denali included in this proxy statement/prospectus and the historical financial information that EMC has presented in its filings with the SEC that are incorporated herein by reference. See the section entitled "*Where You Can Find More Information*" for information on how you can obtain copies of EMC's incorporated SEC filings or access them via the Internet. The unaudited pro forma combined per share data are presented for illustrative purposes only and are not necessarily indicative of actual or future financial position or results of operations that would have been realized if the merger had been completed as of the dates indicated or will be realized upon the completion of the merger.

Fiscal Years

	Denali (Fiscal Year Ended January 29, 2016)	EMC (Fiscal Year Ended December 31, 2015)	DHI Group Unaudited Pro Forma Combined (Fiscal Year Ended January 29, 2016) (unaudited)	Class V Group Unaudited Pro Forma Combined (Fiscal Year Ended January 29, 2016) (unaudited)
Net income (loss) per common share, basic	$ (2.73)	$ 1.02	$ (7.32)	$ 2.35
Net income (loss) per common share, diluted	$ (2.73)	$ 1.01	$ (7.32)	$ 2.34
Cash dividends per share	$ —	$ 0.46	$ —	$ —
Book value per share	$ 3.88	$ 11.69		

COMPARATIVE PER SHARE MARKET PRICE AND DIVIDEND INFORMATION

Shares of EMC are currently listed and principally traded on the NYSE under the symbol "EMC." The following table sets forth, for the periods indicated, the high and low sales price per share of EMC common stock as reported on the NYSE, and the dividends declared during such periods. Denali common stock is not publicly traded. Denali has never declared or paid cash dividends on its common stock and does not expect to pay any cash dividends in the foreseeable future. In addition, Denali's operations are conducted almost entirely through its subsidiaries and its ability to generate cash to make future dividend payments, if any, is highly dependent on the cash flows and the receipt of funds from its subsidiaries via dividends or intercompany loans. To the extent that Denali determines in the future to pay dividends on the DHI Group common stock or the Class V Common Stock, the terms of certain agreements governing Denali's or its subsidiaries' indebtedness, including the credit agreement governing the new revolving credit facility and any credit facilities of VMware, may significantly restrict the ability of Denali's subsidiaries to pay dividends or otherwise transfer assets to Denali, as well as the ability of Denali to pay dividends to holders of its common stock. In addition, Delaware law may also impose requirements that may restrict Denali's ability to pay dividends to holders of its common stock.

EMC	High	Low	Dividends
Fiscal year ending December 31, 2016			
Second quarter (through May 20, 2016)	$27.97	$25.44	—
First quarter	$26.83	$23.69	$ 0.115
Fiscal year ended December 31, 2015			
Fourth quarter	$28.77	$23.70	$ 0.115
Third quarter	$28.00	$22.66	$ 0.115
Second quarter	$27.73	$25.22	$ 0.115
First quarter	$30.05	$25.07	$ 0.115
Fiscal year ended December 31, 2014			
Fourth quarter	$30.92	$26.11	$ 0.115
Third quarter	$30.18	$26.34	$ 0.115
Second quarter	$28.10	$24.92	$ 0.115
First quarter	$28.26	$23.47	$ 0.100

The following table sets forth the closing price of EMC common stock on October 9, 2015, the last trading date prior to the public announcement of the transaction, and on [ ], 2016, the most recent practicable trading day prior to the date of this proxy statement/prospectus. The market prices of EMC common stock will likely fluctuate between the date of this proxy statement/prospectus and the time of the special meeting and the completion of the merger.

	EMC Common Stock
October 9, 2015	$ 27.86
[ ], 2016	$ [ ]

THE COMPANIES

Denali Holding Inc.

Denali Holding Inc., referred to as Denali, is a holding company that conducts its business operations through Dell Inc., referred to as Dell, and Dell's direct and indirect wholly owned subsidiaries.

Denali was incorporated in the state of Delaware on January 31, 2013 in connection with the going-private transaction of Dell, which was completed in October 2013. Denali is owned by Michael S. Dell, the Chairman, Chief Executive Officer and founder of Dell, a separate property trust for the benefit of Mr. Dell's wife, investment funds affiliated with Silver Lake Partners (a global private equity firm), investment funds affiliated with MSD Partners, L.P. (an investment firm that was formed by the principals of MSD Capital, L.P., the investment firm that exclusively manages the capital of Mr. Dell and his family), members of Dell's management and other investors. As of May 15, 2016, Mr. Dell and his wife's trust beneficially owned approximately 70% of Denali's voting securities, the investment funds associated with Silver Lake Partners beneficially owned approximately 24% of Denali's voting securities, and the other stockholders beneficially owned approximately 6% of Denali's voting securities.

Upon the listing of the shares of Class V Common Stock on the NYSE, Denali will be a "controlled company" within the meaning of NYSE rules and, as a result, will qualify for exemptions from and may elect not to comply with certain corporate governance requirements, including the requirements that, within one year of the date of the listing of the Class V Common Stock:

- Denali have a board that is composed of a majority of "independent directors," as defined under the rules of the NYSE;
- Denali have a compensation committee that is composed entirely of independent directors; and
- Denali have a corporate governance and nominating committee that is composed entirely of independent directors.

Following the closing of the merger, Denali intends to utilize these exemptions. Accordingly, holders of Class V Common Stock will not have the same protections afforded to stockholders of companies such as EMC that are subject to all of the corporate governance requirements of the NYSE.

Denali's principal executive offices are located at One Dell Way, Round Rock, Texas 78682, and its telephone number is (512) 728-7800. Denali's website address is *www.dell.com*. The information contained in, or that may be accessed through, Denali's website and the information contained therein or connected thereto is not intended to be incorporated into this proxy statement/prospectus.

Dell Inc.

Dell is a leading global information technology company that designs, develops, manufactures, markets, sells and supports a wide range of products and services. Dell was incorporated in the state of Delaware in 1984 and is an indirect wholly owned subsidiary of Denali.

Dell's principal executive offices are located at One Dell Way, Round Rock, Texas 78682, and its telephone number is (512) 728-7800. Dell's website address is *www.dell.com*. The information contained in, or that may be accessed through, Dell's website and the information contained therein or connected thereto is not intended to be incorporated into this proxy statement/prospectus.

Universal Acquisition Co.

Universal Acquisition Co., referred to as Merger Sub, is a Delaware corporation and wholly owned subsidiary of Denali. Merger Sub was incorporated on October 8, 2015, solely for the purpose of effecting the

merger. It has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement. Merger Sub's principal executive offices are located at One Dell Way, Round Rock, Texas 78682, and its telephone number is (512) 728-7800.

EMC Corporation

EMC Corporation, referred to as EMC, including its subsidiaries and affiliates, is a company that manages a federation of businesses, each of which plays a vital role in the transformation of IT. These businesses enable customers to build cloud-based infrastructures for existing applications while at the same time helping customers build and run new applications. EMC was incorporated in Massachusetts in 1979.

EMC common stock is listed on the NYSE under the trading symbol "EMC." EMC's principal executive offices are located at 176 South Street, Hopkinton, Massachusetts 01748, its telephone number is (508) 435-1000, and its website is *www.emc.com*. The information contained in, or that can be accessed through, EMC's website is not intended to be incorporated into this proxy statement/prospectus.

INFORMATION ABOUT DENALI AND DELL

Denali is a holding company that conducts its business operations through Dell and Dell's direct and indirect wholly owned subsidiaries.

Business

Dell is a leading provider of scalable IT solutions enabling customers to be more efficient, mobile, informed and secure. Dell built its reputation through listening to customers and developing solutions that meet their needs. Several years ago, Dell initiated a broad transformation of its operations with the goal of becoming the leading provider of information technology solutions. Dell is positioned to help customers of any size with the essential infrastructure to modernize IT and enable digital business, differentiated by Dell's practical innovation and efficient, simple, and affordable solutions. Dell seeks to build superior customer relationships through its direct business model and its network of channel partners, which includes value-added resellers, system integrators, distributors, and retailers. Dell can react quickly to customer needs, invest in strategic solutions, and expand its go-to-market sales and marketing capabilities. Dell will continue to build strong capabilities to create a leading global technology company poised for long-term sustainable growth and innovation.

A key component of Dell's strategic transformation is to continue shifting its product and services portfolio to offerings that provide higher-value and recurring revenue streams over time. As part of this strategy, Dell is continuing to expand and enhance its offerings through acquisitions and strategic investments that will complement its existing portfolio of solutions. As Dell innovates to make its customers' existing IT increasingly productive, Dell helps them reinvest their savings into the next generation of technologies that they need to succeed in the digital economy of a hyper-connected world. These solutions include digital transformation, software-defined data centers, hybrid cloud, converged and hyper-converged infrastructure, mobile and security. In addition, Dell's extended warranty and delivery offerings, and software and peripherals, which are closely tied to the sale of its hardware products, are important value differentiators that it is able to offer its customers. Dell's Client Solutions offerings are an important element of its strategy, and Dell believes that the strategic expansion of this business is critical to its long-term success.

Products and Services

Dell designs, develops, manufactures, markets, sells, and supports a wide range of products and services through its four product and services business units: Client Solutions, Enterprise Solutions Group, Dell Software Group and Dell Services.

In the first quarter of Fiscal 2016, Dell redefined the categories within Client Solutions and Enterprise Solutions Group to reflect the way it currently organizes products and services within these business units. The commercial and consumer categories of Client Solutions consist of products designed to meet the needs of the relevant customer. None of these changes impacted Dell's consolidated or total business unit results. Prior period amounts have been reclassified to conform to the current year presentation.

On March 27, 2016, Dell entered into a definitive agreement with NTT Data International L.L.C. to sell Dell Services for cash consideration of approximately $3.1 billion. See "*Denali Unaudited Pro Forma Condensed Combined Financial Statements—Notes to Denali Unaudited Pro Forma Condensed Combined Financial Statements*" for more information regarding the divestiture.

Dell offers its products and services through the following four business units:

Client Solutions. Dell's Client Solutions offerings include desktops, thin client products, notebooks, and services that are closely tied to the sale of Client Solutions hardware offerings, and Client Solutions peripherals and third-party software related to the sale of these product offerings. Dell's computing devices are designed with customer needs in mind. Dell's offerings balance performance, manageability, design, and security. Dell believes that the strategic and profitable expansion of the Client Solutions offerings is critical to its long-term success.

- *Commercial*—On an ongoing basis, Dell continues to refresh and enhance its commercial line of desktops, notebooks, and thin client products. Dell also offers a variety of support and deployment services, customized configuration services, and extended warranty services that are tailored to meet the wide-ranging needs of its commercial customers. These services are highly integrated with the sale and deployment of hardware for Dell's commercial customers.
- *Consumer*—Dell's desktops and notebooks provide strong performance, superior display, and enhanced entertainment capabilities. In addition to these hardware offerings, Dell's portfolio of solutions includes peripherals and other service offerings, such as support and extended warranty services, which are closely tied to the sale of consumer hardware.
- *Third-party software and after-point-of-sale peripherals*—Dell sells a variety of Client Solutions third-party software and peripherals, including monitors, printers, and projectors.

Enterprise Solutions Group. Offerings by Dell's Enterprise Solutions Group, referred to as ESG, include servers, networking, storage, services that are closely tied to the sale of ESG hardware offerings, and ESG-related peripherals and third-party software.

- *Servers and Networking*—Dell's servers are designed to offer customers affordable performance, reliability, and scalability. Dell's offerings include high-performance rack, blade, tower, and hyperscale servers for its business customers as well as converged infrastructure that combines servers, storage and networking capabilities. Dell's networking portfolio is designed to help companies transform and modernize their infrastructure, mobilize and enrich end-user experiences, and accelerate business applications and processes. Dell offers integrated and simplified solutions for wired and wireless connectivity to complement its Client Solutions portfolio. In the data center, Dell's open networking line complements its server and storage portfolios, helping customers boost performance and reduce management costs through convergence and software-defined solutions.
- *Storage*—Dell offers a comprehensive portfolio of advanced storage solutions, including storage area networks, network-attached storage, direct-attached storage, software-defined storage, and various data protection solutions. Dell's storage offerings allow customers to grow capacity, add performance, and protect their data in a more economical manner. The flexibility and scalability offered by Dell's storage systems help organizations optimize storage for diverse environments with varied IT requirements. Dell continues to evolve its storage portfolio through enhancements across the entire portfolio, including advances in flash technology, new hyper-converged architectures, and software-defined storage offerings. Dell also provides services and third-party software and peripherals that are closely tied to the sale of storage products.

Dell Software Group. The Dell Software Group, referred to as DSG, offers systems management, security software solutions, and information management software.

Dell Services. Dell Services offers a broad range of IT and business services, including infrastructure, cloud, applications, and business process services. Infrastructure and cloud services may be performed under multi-year outsourcing arrangements. Within these arrangements, Dell is often responsible for defining the infrastructure technology strategies for Dell's customers through the identification and delivery of new technology offerings and innovations that deliver value to its customers. Applications services include such services as application development, modernization and maintenance, application migration and management services, package implementation, testing and quality assurance functions, business intelligence and data warehouse solutions, and application consulting services. Through its business process services, Dell assumes responsibility for certain customer business functions, including back office administration, call center management, and other technical and administration services.

Dell Financial Services

Dell offers or arranges various financing options and services for its commercial and consumer customers in the United States, Canada, Europe, and Mexico through Dell Financial Services, referred to as DFS. DFS offers a wide range of financial services, including originating, collecting, and servicing customer receivables primarily related to the purchase of Dell products. DFS offers private label credit financing programs to qualified commercial and consumer customers and offers leases and fixed-term financing primarily to commercial customers. Financing through DFS is one of many sources of funding Dell's customers may select. For additional information about Dell's financing arrangements, see Note 5 of the Notes to the Audited Consolidated Financial Statements of Denali included in this proxy statement/prospectus.

SecureWorks

SecureWorks Corp., referred to as SecureWorks, a consolidated subsidiary of Dell and Denali, is a leading global provider of intelligence-driven information security solutions exclusively focused on protecting customers from cyber attacks. On April 27, 2016, SecureWorks completed a registered initial public offering of its Class A common stock.

Products and Services of the Combined Company

The categories of businesses described below represent the current expected financial reportable segments of the combined company. However, Denali management is still in the process of evaluating the organization of the combined company, and the future reportable segments may ultimately differ after a final determination has been made. The businesses of the combined company are expected to include the following categories:

Enterprise Systems. Denali will merge EMC's Information Storage segment and Denali's Enterprise Solutions Group to create the Enterprise Systems Group under the Dell EMC brand. The Enterprise Systems Group will enable Denali's enterprise customers, digital transformation through our trusted hybrid cloud and big data solutions which are built upon a modern data center infrastructure that incorporates industry-leading converged infrastructure and storage technologies. The comprehensive portfolio of advanced storage solutions will include traditional storage solutions as well as next-generation storage solutions (including all flash arrays, scale out file and object platforms and other solutions). The server portfolio will include high-performance rack, blade, tower and hyperscale servers. In addition, the combination of Denali's and EMC's strengths in core server and storage solutions in the Enterprise Systems Group will enable Denali to offer leading converged and hyper-converged solutions, which will allow Denali's customers to accelerate their IT transformation by buying scalable integrated IT solutions instead of building and assembling their own IT platforms. The Enterprise Systems Group will also offer attached software, peripherals and services, including support and deployment, configuration and extended warranty services as well as financing options and services offered by Dell Financial Services.

The Enterprise Systems Group will also include Virtustream and RSA. Virtustream's cloud software and infrastructure-as-a-service solutions enable customers to migrate, run and manage mission-critical applications in cloud-based IT environments, and represents a critical element of our strategy to help customers move their applications to a cloud-based IT infrastructure. RSA provides cybersecurity capabilities to help manage an organization's security and risk profile by providing more effective detection and response through enhanced visibility and analytics.

Client Solutions. The Client Solutions business will consist of Denali's Client Solutions business unit, which will retain the Dell brand. Client Solutions offerings include branded hardware, such as desktop PCs, notebooks and tablets, and branded peripherals, such as monitors, printers and projectors, as well as third-party software and peripherals. Denali's computing devices are designed with Denali's commercial and consumer customers' needs in mind, and Denali seeks to optimize performance, reliability, manageability, design and security. In addition to the traditional PC business, Denali also has a portfolio of end-to-end thin client offerings that is well-positioned to benefit from the growth trends in cloud computing. Similar to the Enterprise Systems

Group, Denali also offers attached software, peripherals and services, including support and deployment, configuration and extended warranty services as well as financing options and services offered by Dell Financial Services.

VMware. VMware (NYSE: VMW) is a leader in virtualization, which enables organizations to efficiently manage IT resources across complex multi-cloud, multi-device environments. VMware has expanded beyond its core business of compute virtualization to offer a broad portfolio of virtualization technologies by leveraging synergies across three main product groups: software-defined data center, hybrid cloud computing and end-user computing. VMware's software-defined data center includes the fundamental compute layer for the data center (vSphere), storage and availability to offer cost-effective holistic data storage and protection options (virtual SAN), network and security (VMware NSX) as well as management and automation (vRealize) products. VMware provides offerings, such as VMware vCloud Air, that enable its customers to utilize off-premise vSphere-based hybrid cloud computing capacity. VMware's end-user computer offerings (such as AirWatch mobile solutions and Horizon application and desktop virtualization solutions) enable IT organizations to efficiently deliver more secure access to applications, data and devices for their end users by leveraging VMware's software-defined data center solutions to extend virtualization from data centers to devices.

SecureWorks. SecureWorks (NASDAQ: SCWX) is a leading global provider of intelligence-driven information security solutions focused on protecting customers from cyber-attacks to small and mid-sized businesses, large enterprises and U.S. state and local government agencies. SecureWorks' solutions enable organizations to strengthen their cyber defenses to prevent security breaches by detecting malicious activity in real time, prioritizing and responding rapidly to security breaches and predicting emerging threats. SecureWorks is a strategically aligned business and Denali will own approximately 87% of SecureWorks.

Emerging Cloud Solutions. Denali's next-generation cloud platforms will include Pivotal and Boomi, which are strategically aligned businesses. Pivotal is a leading provider of application and data infrastructure software, and application development services. Denali will own (including through its indirect interest through VMware) approximately 81% of Pivotal, while General Electric, Ford and Microsoft, as well as Pivotal employees, will own the remaining interests. Boomi provides a cloud integration platform enabling customers to move, manage and govern data between cloud and on-premises applications. As a leading integration platform-as-a-service provider, Boomi helps customers achieve significant cost savings by eliminating the need for traditional middleware, appliances or custom code. Denali will own 100% of Boomi.

Dell Software Group. The Dell Software Group offers systems management, security software solutions, and information management software.

Product Development

Dell focuses on developing scalable technology solutions that incorporate highly desirable features and capabilities at competitive prices. It employs a collaborative approach to product design and development in which its engineers, with direct customer input, design innovative solutions and work with a global network of technology companies to architect new system designs, influence the direction of future development, and integrate new technologies into Dell's products. Dell manages its research, development, and engineering, or RD&E, spending by targeting those innovations and products that Dell believes are most valuable to its customers and by relying on the capabilities of Dell's strategic relationships. Through this collaborative, customer-focused approach, Dell strives to deliver new and relevant products to the market quickly and efficiently.

To further its goal of transforming its operations to become the leading provider of scalable end-to-end technology solutions, Dell has been investing in research and development activities that support its strategic initiatives. At January 29, 2016, Dell operated 17 global research and development centers, including the Dell Silicon Valley Research and Development Center. Dell's total RD&E expenses were $1.3 billion, $1.2 billion, and $1.3 billion for Fiscal 2016, Fiscal 2015, and Fiscal 2014, respectively. These investments reflect Dell's commitment to research and development activities that support Dell's initiatives to grow its enterprise solutions and services offerings.

Manufacturing and Materials

Third parties manufacture the majority of the client products sold under the Dell brand. Dell uses contract manufacturers and manufacturing outsourcing relationships as part of its strategy to enhance Dell's variable cost structure and to achieve Dell's goals of generating cost efficiencies, delivering products faster, better serving Dell's customers, and building a world-class supply chain. Dell's manufacturing facilities are located in Penang, Malaysia; Chengdu, China; Xiamen, China; Hortolândia, Brazil; Chennai India; and Lodz, Poland. See "*—Properties*" for information about Dell's manufacturing and distribution locations.

Dell's manufacturing process consists of assembly, software installation, functional testing, and quality control. Testing and quality control processes are also applied to components, parts, sub-assemblies, and systems obtained from third-party suppliers. Quality control is maintained through the testing of components, sub-assemblies, and systems at various stages in the manufacturing process. Quality control procedures also include a burn-in period for completed units after assembly, ongoing production reliability audits, failure tracking for early identification of production and component problems, and information from customers obtained through services and support programs. Dell is certified to the ISO (International Organization for Standardization) 9001: 2008 Quality management systems standard. This certification includes most of Dell's global sites that design, manufacture, and service its products.

Dell purchases materials, supplies, product components, and products from a large number of vendors. In some cases, where multiple sources of supply are not available, Dell relies on single-source or a limited number of sources of supply if Dell believes it is advantageous to do so because of performance, quality, support, delivery, capacity, or price considerations. Dell believes that any disruption that may occur because of its dependence on single- or limited-source vendors would not disproportionately disadvantage Dell relative to its competitors. See "*Risk Factors—Risk Factors Relating to Denali, Dell and EMC—Risk Factors Relating to Denali and Dell—Reliance on vendors for products and components, many of whom are single-source or limited-source suppliers, could harm Dell's business by adversely affecting product availability, delivery, reliability and cost*" for information about the risks associated with Dell's use of single- or limited-source suppliers.

Geographic Operations

Dell's global corporate headquarters is located in Round Rock, Texas. Dell has operations and conducts business in many countries located in the Americas, Europe, the Middle East, Asia, and other geographic regions. To increase its global presence, Dell continues to focus on emerging markets outside of the United States, Western Europe, Canada, China and Japan. Dell continues to view these geographical markets, which include the vast majority of the world's population, as a long-term growth opportunity. Accordingly, Dell continues to pursue the development of technology solutions that meet the needs of these markets. Dell's continued expansion in emerging markets creates additional complexity in coordinating the design, development, procurement, manufacturing, distribution, and support of Dell's product and services offerings. For information about percentages of revenue Dell generated from its operations outside of the United States and other financial information for each of the last three fiscal years, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Denali—Results of Operations*" and Note 15 of the Notes to the Audited Consolidated Financial Statements of Denali included in this proxy statement/prospectus.

Competition

Dell operates in an industry in which there are rapid technological advances in hardware, software, and services offerings. Dell faces ongoing product and price competition in all areas of its business, including from both branded and generic competitors. Dell competes based on its ability to offer customers competitive, scalable, and integrated solutions that provide the most current and desired product and services features at a competitive price. Dell closely monitors competitor list pricing, including the effect of foreign exchange rate movements, in an effort to provide the best value for its customers. Dell believes that its strong relationships with its customers and channel partners allow it to respond quickly to changing customer needs, and other macroeconomic factors.

Sales and Marketing

Dell sells products and services directly to customers and through other sales distribution channels, such as retailers, third-party solutions providers, system integrators, and third-party resellers. Dell's customers include large global and national corporate businesses, public institutions that include government, education, healthcare organizations, and law enforcement agencies, small and medium-sized businesses, and consumers.

Dell's sales efforts are organized around the evolving needs of Dell's customers, and Dell's marketing initiatives reflect this focus. Dell believes that its unified global sales and marketing team creates a sales organization that is more customer-focused, collaborative, and innovative. Dell's go-to-market strategy includes a direct business model, as well as channel distribution. Dell's direct business model emphasizes direct communication with customers, thereby allowing Dell to refine its products and marketing programs for specific customers groups, and Dell continues to rely on this strategy. In addition to its direct business model, Dell relies on a network of channel partners to sell Dell products and services, enabling Dell to serve a greater number of customers.

Dell markets its products and services to small and medium-sized businesses and consumers through various advertising media. Customers may offer suggestions for current and future Dell products, services, and operations on Dell IdeaStorm, an interactive portion of Dell's internet website. To react quickly to its customers' needs, Dell tracks Dell's Net Promoter Score, a customer loyalty metric that is widely used across various industries. Increasingly, Dell also engages with customers through Dell's social media communities on *www.dell.com* and in external social media channels.

For large business and institutional customers, Dell maintains a field sales force throughout the world. Dedicated account teams, which include enterprise solutions specialists, form long-term relationships to provide Dell's largest customers with a single source of assistance, develop tailored solutions for these customers, and provide Dell with customer feedback. For these customers, Dell offers several programs designed to provide single points of contact and accountability with global account specialists, special global pricing, and consistent global service and support programs. Dell also maintains specific sales and marketing programs targeted at federal, state, and local governmental agencies, as well as healthcare and educational customers.

Patents, Trademarks, and Licenses

At January 29, 2016, Dell held a worldwide portfolio of 5,138 patents and had an additional 2,732 patent applications pending. Dell also holds licenses to use numerous third-party patents. To replace expiring patents, Dell obtains new patents through Dell's ongoing research and development activities. The inventions claimed in Dell's patents and patent applications cover aspects of Dell's current and possible future computer system products, manufacturing processes, and related technologies. Dell's product, business method, and manufacturing process patents may establish barriers to entry in many product lines. Although Dell uses its patented inventions and also licenses them to others, Dell is not substantially dependent on any single patent or group of related patents. Dell has entered into a variety of intellectual property licensing and cross-licensing agreements and software licensing agreements with other companies. Dell anticipates that its worldwide patent portfolio will be of value in negotiating intellectual property rights with others in the industry.

Dell has obtained U.S. federal trademark registration for the DELL word mark and the Dell logo mark. At January 29, 2016, Dell owned registrations for 198 of Dell's other trademarks in the United States and had pending applications for registration of 19 other trademarks. Dell believes that the establishment of the DELL word mark and logo mark in the United States is material to its operations. At January 29, 2016, Dell also had applied for, or obtained registration of, the DELL word mark and several other marks in approximately 195 other countries.

From time to time, other companies and individuals assert exclusive patent, copyright, trademark, or other intellectual property rights to technologies or marks that are alleged to be relevant to the technology industry or Dell's business. Dell evaluates each claim relating to Dell's products and, if appropriate, seeks a license to use

the protected technology. The licensing agreements generally do not require the licensor to assist Dell in duplicating the licensor's patented technology, nor do the agreements protect Dell from trade secret, copyright, or other violations by Dell or Dell's suppliers in developing or selling these products.

Government Regulation and Sustainability

Government Regulation. Dell's business is subject to regulation by various U.S. federal and state governmental agencies and other governmental agencies. Such regulation includes the activities of the U.S. Federal Communications Commission; the anti-trust regulatory activities of the U.S. Federal Trade Commission, the U.S. Department of Justice, and the European Union; the consumer protection laws and financial services regulation of the U.S. Federal Trade Commission and various state governmental agencies; the export regulatory activities of the U.S. Department of Commerce and the U.S. Department of Treasury; the import regulatory activities of the U.S. Customs and Border Protection; the product safety regulatory activities of the U.S. Consumer Product Safety Commission and the U.S. Department of Transportation; the health information privacy and security requirements of the U.S. Department of Health and Human Services; and the environmental, employment and labor, and other regulatory activities of a variety of governmental authorities in each of the countries in which Dell conducts business. Dell was not assessed any material environmental fines, nor did Dell have any material environmental remediation or other environmental costs, during Fiscal 2016.

Sustainability. Environmental stewardship and social responsibility are both integral parts of how Dell manages its business, and complement Dell's focus on business efficiencies and customer satisfaction. Dell believes that its focus on environmental and social responsibility drives top-line performance and customer loyalty, reduces operational and regulatory risk, and enhances Dell's brand.

Dell uses open dialogue with its customers, vendors, and other stakeholders as part of its sustainability governance process in which Dell solicits candid feedback and offers honest discussions on the challenges Dell faces globally. Dell's environmental initiatives take many forms, including maximizing product energy efficiency, reducing and eliminating sensitive materials from Dell's products, and providing responsible, convenient computer recycling options for customers. Dell's social responsibility initiatives are focused on both Dell's own facilities and Dell's complex supply chain.

Dell was the first company in its industry to offer a free worldwide recycling program for consumers. Dell has streamlined its transportation network to reduce transit times, minimize air freight, and reduce emissions. Dell's sustainable packaging is designed to minimize box size and to increase recycled content of materials along with recyclability. When developing and designing products, Dell selects materials guided by a precautionary approach in which Dell seeks to eliminate environmentally sensitive substances (where reasonable alternatives exist) from Dell's products and works towards developing reliable, environmentally sound, and commercially scalable solutions. Dell also has created a series of tools that help customers assess their current IT operations and uncover ways to reduce both the costs of those operations and their impact on the environment.

Product Backlog

Dell believes that product backlog is not a meaningful indicator of net revenue that can be expected for any period. Dell's business model generally gives it flexibility to manage product backlog at any point in time by expediting shipping or prioritizing customer orders toward products that have shorter lead times, thereby reducing product backlog and increasing current period revenue. Moreover, product backlog at any point in time may not result in the generation of any predictable amount of net revenue in any subsequent period, as unfilled orders can generally be canceled at any time by the customer.

Trademarks and Services Marks

Unless otherwise noted, trademarks appearing in this description of Denali's business are trademarks owned by Dell. Dell and Denali disclaim proprietary interest in the marks and names of others. Net Promoter Score is a trademark of Satmetrix Systems, Inc., Bain & Company, Inc., and Fred Reichheld.

Employees

At the end of Fiscal 2016, Dell had approximately 101,800 total full-time employees, compared to approximately 98,300 total full-time employees at the end of Fiscal 2015. At the end of Fiscal 2016, approximately 36% of these full-time employees were located in the United States, and approximately 64% of these full-time employees were located in other countries.

Properties

At January 29, 2016, Dell owned or leased a total of approximately 18 million square feet of office, manufacturing and warehouse space worldwide, approximately 7 million square feet of which is located in the United States. At the same date, Dell owned approximately 48% of this space and leased the remaining 52%. Included in these amounts are approximately 532 thousand square feet that are either vacant or sublet.

Denali's principal executive offices and Dell's global headquarters are located at One Dell Way, Round Rock, Texas. At January 29, 2016, Dell's business centers, which include facilities that contain operations for sales, technical support, administrative and support functions, occupy 12 million square feet of space, of which Dell owned 47%. At the same date, Dell's manufacturing operations occupied 2.5 million square feet of manufacturing space, of which Dell owned 86%. In addition, at January 29, 2016, Dell's research and development centers were housed in 2.8 million square feet of space, of which Dell owned 55%.

Dell believes that its existing properties are suitable and adequate for its current needs and that it can readily meet its requirements for additional space at competitive rates by extending expiring leases or by finding alternative space.

Because of the interrelation of the products and services offered in each of Dell's segments, Dell does not designate its properties to any segment. With limited exceptions, each property is used at least in part by all of Dell's segments, and Dell retains the flexibility to make future use of each of the properties available to each of the segments.

Legal Proceedings

Denali and Dell are involved in various claims, suits, assessments, investigations and legal proceedings that arise from time to time in the ordinary course of business, consisting of matters involving consumer, antitrust, tax, intellectual property and other issues on a global basis. Information about their significant legal matters and other proceedings is set forth under Note 11 of the Notes to the Audited Consolidated Financial Statements of Denali included in this proxy statement/prospectus.

Divestitures

On March 27, 2016, Denali entered into a definitive agreement with NTT Data International L.L.C. to sell Dell Services for cash consideration of approximately $3.1 billion. The pro forma financial information included elsewhere in this proxy statement/prospectus reflects adjustments relating to this divestiture. Denali expects that it may divest certain other business lines, assets, equity interests or properties of Denali and EMC, as yet to be determined. Proceeds from the Dell Services divestiture or other future divestitures may be used, among other purposes, to repay indebtedness incurred in connection with the merger. Such divestitures may be material to each company's financial condition and results of operations. As of the date of this proxy statement/prospectus, there is no commitment or probable transaction related to these potential divestitures, and the manner in which any potential divestitures might be effected has not been determined. Accordingly, the pro forma financial information included elsewhere in this proxy statement/prospectus does not reflect any adjustments relating to such divestitures.

STOCKHOLDER MATTERS

Market Information

Denali is a privately held company. Its securities are not listed on an exchange or quoted on any automated quotation service, and there is no established trading market for its securities.

As of May 15, 2016, there were 306,528,252 shares of Series A Common Stock outstanding and 40 record holders of Series A Common Stock, 98,181,818 shares of Series B Common Stock outstanding and five record holders of Series B Common Stock, and 322,397 shares of Series C Common Stock outstanding and 20 record holders of Series C Common Stock. Under the Denali certificate that Denali will adopt in connection with the merger, Denali's authorized capital stock will consist of 2,143,025,308 shares of common stock, par value $0.01 per share, and 1,000,000 shares of preferred stock, par value $0.01 per share. There will be five series of authorized common stock, consisting of 600,000,000 shares of Class A Common Stock, 200,000,000 shares of Class B Common Stock, 900,000,000 shares of Class C Common Stock, 100,000,000 shares of Class D Common Stock and 343,025,308 shares of Class V Common Stock.

Denali has never declared or paid any cash dividends on its capital stock and presently does not intend to pay cash dividends on the Class A, Class B, Class C or Class D common stock after the merger. See "*Description of Denali Tracking Stock Policy—Dividend Policy*" for information about payment of dividends on the Class V Common Stock.

Because there is no established trading market for the Class V Common Stock, price information for the shares of Class V Common Stock is not available as of the date of this proxy statement/prospectus or as of the date immediately prior to the public announcement of the merger.

See "*Security Ownership of Certain Beneficial Owners and Management*" for information about beneficial ownership of Denali's outstanding equity securities by its directors, officers and greater than 5% beneficial owners, both prior to the merger and after giving effect to the merger.

Equity Compensation Plan Information

The following table provides information about stock-based awards outstanding and shares of common stock available for future awards under all of Denali's equity compensation plans as of January 29, 2016. See "*Executive Compensation*" for information about compensation arrangements expected to be adopted by the combined company in connection with the merger.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a) (1)	Weighted-average exercise price of outstanding options, warrants and rights (b) (2)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c) (3)
		(In thousands, except per share data)	
Equity compensation plans approved by security holders	54,352,119(1)	$ 14.27	16,994,887(2)
Equity compensation plans not approved by security holders	—	—	—
Total	54,352,119(1)	$ 14.27	16,994,887(2)

(1) Represents shares of Series C Common Stock issuable upon the exercise of options granted by Denali under the Denali Holding Inc. 2013 Stock Incentive Plan, as well as options granted by Dell Inc. prior to the going-private transaction that were assumed by Denali upon the closing of the going-private transaction.

(2) Represents shares that remain available for issuance under the Denali Holding Inc. 2013 Stock Incentive Plan.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF DENALI

On October 29, 2013, Dell was acquired by Denali in a going-private transaction. For purposes of this management's discussion and analysis and the historical consolidated financial statements and related notes of Denali included elsewhere in this proxy statement/prospectus, periods prior to October 29, 2013 reflect the financial position, results of operations and changes in financial position of Dell prior to the going-private transaction, referred to as the predecessor periods (with our company during such periods referred to as the Predecessor), and periods beginning on or after October 29, 2013 reflect the financial position, results of operations and changes in financial position of Denali subsequent to the going-private transaction, referred to as the successor periods (with our company during such periods referred to as the Successor).

This management's discussion and analysis should be read in conjunction with the "Denali Unaudited Pro Forma Condensed Combined Financial Statements," "Selected Historical Consolidated Financial Data of Denali" and the Audited Consolidated Financial Statements and related notes of Denali included elsewhere in this proxy statement/prospectus. In addition to historical financial information, the following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs, and that are subject to numerous risks and uncertainties, including, but not limited to, those described in the "Risk Factors" section of this proxy statement/prospectus. Our actual results may differ materially from those expressed or implied in any forward-looking statements.

Unless otherwise indicated, all changes identified for the current-period results represent comparisons to results for the prior corresponding fiscal periods. Our fiscal year is the 52- or 53-week period ending on the Friday nearest January 31. We refer to our fiscal years ended January 29, 2016, January 30, 2015, and January 31, 2014 as Fiscal 2016, Fiscal 2015, and Fiscal 2014, respectively. Each of these fiscal years includes 52 weeks. Unless the context indicates otherwise, references in this management's discussion and analysis to "we," "us," "our," "Denali," and "Denali Holding" mean Denali Holding Inc. and its consolidated subsidiaries and references to "Dell" mean Dell Inc. and Dell Inc.'s consolidated subsidiaries.

The following management's discussion and analysis of our financial condition and results of operations covers Fiscal 2016 and Fiscal 2015 and the combined results for the 2014 predecessor and successor periods, adjusted for pro forma items directly associated with the going-private transaction to give effect to that transaction as if it had occurred on the first day of Fiscal 2014, referred to as pro forma Fiscal 2014. These pro forma Fiscal 2014 results are unaudited. We believe the presentation of a twelve-month period on a pro forma basis for our 2014 fiscal year is meaningful to the reader and more useful for comparative purposes than any alternative presentation.

INTRODUCTION

We are a leading provider of scalable IT solutions enabling customers to be more efficient, mobile, informed and secure. We built our reputation through listening to customers and developing solutions that meet their needs. Several years ago, we initiated a broad transformation of our company to become the leading provider of scalable information technology solutions. We are positioned to help customers of any size with the essential infrastructure to modernize IT and enable digital business, differentiated by our practical innovation and efficient, simple, and affordable solutions. Our announcement in October 2015 of our agreement to combine with EMC evidences our intention to accelerate this strategy over the coming years as we bring together two companies with complementary product portfolios, sales teams and research and development strategies. See *"—The EMC Merger Transaction"* below for additional information. We will continue to build superior customer relationships through our direct model and through our network of channel partners, which includes value-added resellers, system integrators, distributors and retailers. We believe we can react quickly to customer needs, invest in strategic solutions and expand our go-to-market sales and marketing capabilities. We will continue to build strong capabilities to create a leading global technology company poised for long-term sustainable growth and innovation.

A key component of our strategic transformation is to continue shifting our product and solutions portfolio to offerings that provide higher-value and recurring revenue streams over time. As part of this strategy, we are continuing to expand and enhance our offerings through acquisitions and strategic investments that will complement our existing portfolio of solutions. As we innovate to make our customers' existing IT increasingly productive, we help them reinvest their savings into the next generation of technologies that they need to succeed in the digital economy of a hyper-connected world. These solutions include digital transformation, software-defined data centers, hybrid cloud, converged and hyper-converged infrastructure, mobile and security. In addition, our extended warranty and delivery offerings, and software and peripherals, which are closely tied to the sale of our hardware products, are important value differentiators that we are able to offer our customers. Our Client Solutions offerings are an important element of our strategy, and we believe the strategic expansion of this business is critical to our long-term success.

We operate a diversified business model with the majority of our net revenue and operating income derived from commercial clients (large enterprises, small and medium-sized businesses, and public sector customers). We have a large global presence across the Americas, Europe, Middle East, Asia and other geographic regions, with approximately 50% of revenue coming from customers outside of the United States during Fiscal 2016. We continue to view emerging markets, which include the vast majority of the world's population, as a long-term growth opportunity. Accordingly, we continue to pursue the development of technology solutions that meet the needs of these markets.

Products and Services

We design, develop, manufacture, market, sell and support a wide range of products and services. We are organized into the following four product and services business units, which are our reportable segments: Client Solutions; Enterprise Solutions Group; Dell Software Group; and Dell Services.

- *Client Solutions*—Client Solutions includes sales to our commercial and consumer customers of desktops, notebooks, thin clients, and third-party software and peripherals and services closely tied to the sale of Client Solutions hardware. Generally, over half of Client Solutions revenue is generated in the Americas, with the remaining portion derived from sales in Europe, the Middle East and Africa, referred to as EMEA, and Asia Pacific and Japan, referred to as APJ.
- *Enterprise Solutions Group (ESG)*—ESG includes servers, networking and storage, as well as services and third-party software and peripherals that are closely tied to the sale of ESG hardware. Generally, over half of ESG revenue is generated in the Americas, with the remaining portion derived from sales in EMEA and APJ.
- *Dell Software Group (DSG)*—DSG includes systems management, security software solutions and information management software offerings. DSG revenue is primarily derived from sales in the Americas and EMEA.
- *Dell Services*—Dell Services includes a broad range of IT and business services, including infrastructure, cloud, applications, and business process services. Dell Services revenue is mostly generated in the Americas, primarily in the United States.

In the first quarter of Fiscal 2016, we redefined the categories within Client Solutions and ESG to reflect the way we currently organize products and services within these business units. None of these changes impacted our consolidated or total business unit results. Prior period amounts have been reclassified to conform to the current year presentation. See Note 15 of the Notes to the Audited Consolidated Financial Statements of Denali for a reconciliation of net revenue by reportable segment to consolidated net revenue.

We also offer or arrange various financing options and services for our commercial and consumer customers in the United States, Canada, Europe and Mexico through DFS and its affiliates. DFS services include originating, collecting, and servicing customer receivables primarily related to the purchase of Dell products. The results of these operations are allocated to our segments based on the underlying product or service financed.

SecureWorks, a consolidated subsidiary of Dell and Denali, is a leading global provider of intelligence-driven information security solutions exclusively focused on protecting customers from cyber attacks. On April 27, 2016, SecureWorks completed a registered initial public offering of its Class A common stock. The results of the SecureWorks operations are recorded in Corporate.

For further discussion regarding our reportable segments, see *"—Results of Operations—Product and Services Business Units."*

Business Trends and Challenges

We are seeing an unprecedented rate of change in the IT industry, but our strategy remains consistent. As a leading provider of scalable end-to-end technology solutions, we accelerate results for our customers by enabling them to be more efficient, mobile, informed and secure. We continue to invest in R&D, sales and other key areas of our business to deliver superior products and solution capabilities and to drive execution of long-term profitable growth. We believe that our results will improve over time in connection with the productivity initiatives directed at our salesforce and as a result of our differentiated products and solution capabilities. We intend to continue to execute on our business model and seek to balance liquidity, profitability and growth to position our company for long-term success.

We are able to leverage our traditional strength in the PC market to offer solutions and services that provide higher value recurring revenue streams. Revenue generated from our Client Solutions business unit was 65%, 68%, and 68% of total net revenue for Fiscal 2016, Fiscal 2015, and pro forma Fiscal 2014, respectively. We anticipate an increasingly challenging demand environment, increased pricing pressures, and intensifying market competition in Client Solutions, given the macroeconomic environment and PC demand trends. However, we are committed to a long-term growth strategy that will benefit from the consolidation trends that are occurring in the market. Our Client Solutions offerings remain an important element of our strategy, generating strong cash flow and opportunities for cross-selling of complementary solutions.

In addition, we expect our ESG business to continue to be impacted by declines in the traditional storage market, even as we continue to develop new solutions. We also continue to be impacted by the emerging trends of enterprises deploying software defined storage, hyper-converged, and modular solutions based on server-centric architectures. We are seeking to combine with EMC to complement our current offerings within this business unit and to strengthen our overall data center offerings.

We manage our business on a U.S. dollar basis, but a significant portion of our revenue is earned from international sources and, therefore, can be impacted by fluctuations in foreign currency exchange rates. The strength of the U.S. dollar relative to most foreign currencies continued during Fiscal 2016, which contributed to a challenging pricing and demand environment. We utilize a comprehensive hedging strategy intended to mitigate the impact of foreign currency volatility over time, and we adjust pricing when possible to further minimize foreign currency impacts.

The EMC Merger Transaction

On October 12, 2015, EMC, Denali, Dell, and Merger Sub entered into the merger agreement pursuant to which Merger Sub will be merged with and into EMC, with EMC surviving the merger as a wholly owned subsidiary of Denali.

Subject to the terms and conditions of the merger agreement, at the effective time of the merger, each share of EMC common stock issued and outstanding immediately prior to the effective time of the merger (other than shares owned by Denali, Merger Sub, EMC, or any of EMC's wholly owned subsidiaries, and other than shares with respect to which EMC's shareholders are entitled to and properly exercise appraisal rights) automatically

will be converted into the right to receive the merger consideration, consisting of (1) $24.05 in cash, without interest, and (2) a number of validly issued, fully paid and non-assessable shares of Class V Common Stock equal to the quotient (rounded to the nearest five decimal points) obtained by dividing (A) 222,966,450 by (B) the aggregate number of shares of EMC common stock issued and outstanding immediately prior to the effective time of the merger, plus cash in lieu of any fractional shares.

The merger agreement provides that each currently outstanding EMC stock option will vest and become fully exercisable for a reasonable period of time prior to the vesting effective time of the merger. Each EMC stock option that remains outstanding immediately prior to the vesting effective time of the merger will be automatically exercised immediately prior to the vesting effective time of the merger on a net exercise basis, such that shares of EMC common stock with a value equal to the aggregate exercise price and applicable tax withholding will reduce the number of shares of EMC common stock otherwise issuable. Each such holder of a net exercised EMC stock option will thereafter be entitled to receive the merger consideration with respect to the whole net number of shares of EMC common stock issued upon such net exercise, together with cash in lieu of any fractional shares of EMC common stock. The merger agreement also provides that immediately prior to the vesting effective time of the merger each currently outstanding EMC restricted stock unit and share of EMC restricted stock will fully vest (with performance vesting units vesting at the target level of performance) and the holder will become entitled to receive the merger consideration with respect to the whole net number of shares of EMC common stock subject to the award (which will be calculated net of the number of shares withheld in respect of taxes upon the vesting of the award), together with cash in lieu of any fractional shares of EMC common stock. The merger agreement provides that Denali may agree with individual award recipients to different equity treatment. No such agreements were in effect as of the date of this proxy statement/prospectus.

Also, in connection with the merger, all principal, accrued but unpaid interest, fees and other amounts (other than certain contingent obligations) outstanding at the effective time of the merger under EMC's unsecured revolving credit facility, Dell International's asset-based revolving credit facility and Dell International's term facilities will be repaid in full substantially concurrently with the closing and all commitments to lend and guarantees and security interests, as applicable, in connection therewith will be terminated and/or released. In connection with the merger, Dell expects that the aggregate amounts of principal, interest and premium necessary to redeem in full the outstanding $1.4 billion in aggregate principal amount of 5.625% Senior First Lien Notes due 2020 co-issued by Dell International and Denali Finance Corp. will be deposited with the trustee for such notes, and that such notes will thereby be satisfied and discharged, substantially concurrently with the effective time of the merger. Dell further expects that all of Dell's and EMC's other outstanding senior notes and senior debentures will remain outstanding after the effective time of the merger in accordance with their respective terms.

Denali expects to finance the merger, the refinancing of certain of Dell International's and EMC's indebtedness outstanding as of the closing of the merger, and the payment of related fees and expenses with up to $49.5 billion from debt financings and up to $4.25 billion of committed equity financing.

Other than the recognition of certain expenses related to the pending merger, there was no impact of the merger on the Audited Consolidated Financial Statements of Denali.

Going-Private Transaction

On October 29, 2013, Dell was acquired by Denali in a merger transaction pursuant to an agreement and plan of merger, dated as of February 5, 2013, as amended. Denali is a Delaware corporation owned by Michael S. Dell and a separate property trust for the benefit of Mr. Dell's wife, investment funds affiliated with Silver Lake Partners, the MSD Partners stockholders, and certain members of Dell's management. Mr. Dell serves as Chairman and Chief Executive Officer of Denali and Dell. See Note 1 and Note 3 of the Notes to the Audited Consolidated Financial Statements of Denali for more information about the going-private transaction.

NON-GAAP FINANCIAL MEASURES

In this management's discussion and analysis we use supplemental measures of our performance which are derived from our consolidated financial information but which are not presented in our consolidated financial

statements prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP. These non-GAAP financial measures include non-GAAP product revenue, non-GAAP services revenue, non-GAAP revenue, non-GAAP product gross margin, non-GAAP services gross margin, non-GAAP gross margin, non-GAAP operating expenses, non-GAAP operating income, non-GAAP net income, non-GAAP earnings per share—diluted, earnings before interest and other, net, taxes, depreciation and amortization, referred to as EBITDA, and adjusted EBITDA.

We use non-GAAP financial measures to supplement financial information presented on a GAAP basis. We believe that excluding certain items from our GAAP results allows management to better understand our consolidated financial performance from period to period and better project our future consolidated financial performance as forecasts are developed at a level of detail different from that used to prepare GAAP-based financial measures. Moreover, we believe these non-GAAP financial measures will provide our stakeholders with useful information to help them evaluate our operating results by facilitating an enhanced understanding of our operating performance and enabling them to make more meaningful period to period comparisons.

In particular, we have excluded the impact of purchase accounting adjustments related to the going-private transaction. The going-private transaction was recorded using the acquisition method of accounting in accordance with the accounting guidance for business combinations. This guidance prescribes that the purchase price be allocated to assets acquired and liabilities assumed based on the estimated fair value of such assets and liabilities on the date of the transaction. All of our assets and liabilities were accounted for and recognized at fair value as of the transaction date, and the fair value adjustments are being amortized over the estimated useful lives in the periods following the transaction, while the ongoing business and operations did not change. As a result, we believe that excluding these adjustments provides results that are useful in understanding our operating performance, and aligns with how we manage our business. Excluding these adjustments also provides for more comparable operating results over the periods presented.

There are limitations to the use of the non-GAAP financial measures presented in this report. Our non-GAAP financial measures may not be comparable to similarly titled measures of other companies. Other companies, including companies in our industry, may calculate non-GAAP financial measures differently than we do, limiting the usefulness of those measures for comparative purposes.

Non-GAAP product revenue, non-GAAP services revenue, non-GAAP revenue, non-GAAP product gross margin, non-GAAP services gross margin, non-GAAP gross margin, non-GAAP operating expenses, non-GAAP operating income, non-GAAP net income, and non-GAAP earnings per share—diluted, as defined by us, exclude the following items: the impact of purchase accounting, amortization of intangible assets, other corporate expenses, and for non-GAAP net income and non-GAAP earnings per share, an aggregate adjustment for income taxes. As the excluded items have a material impact on our financial results, our management compensates for this limitation by relying primarily on GAAP or pro forma results and using non-GAAP financial measures supplementally or for projections when comparable GAAP financial measures are not available. The non-GAAP financial measures are not meant to be considered as indicators of performance in isolation from or as a substitute for revenue, gross margin, operating expenses, operating income, or net income prepared in accordance with GAAP, and should be read only in conjunction with financial information presented on a GAAP or, for Fiscal 2014, pro forma basis. For comparative purposes, we have presented pro forma Fiscal 2014 operating results, giving effect to the going-private transaction as if it had occurred on the first day of Fiscal 2014. See "*—Results of Operations—Dell's Going-Private Transaction*" for more information on pro forma Fiscal 2014. Reconciliations of each non-GAAP financial measure to its most directly comparable GAAP or pro forma financial measure are presented below. We encourage you to review the reconciliations in conjunction with the presentation of the non-GAAP financial measures for each of the periods presented. See the discussion below for more information on each of the excluded items as well as our reasons for excluding them from our non-GAAP results. In future fiscal periods, we may exclude such items and may incur income and expenses similar to these excluded items. Accordingly, the exclusion of these items and other similar items in our non-GAAP presentation should not be interpreted as implying that these items are non-recurring, infrequent, or unusual.

The following is a summary of the items excluded from the most comparable GAAP or pro forma financial measures to calculate our non-GAAP financial measures:

- *Impact of Purchase Accounting*—The impact of purchase accounting includes purchase accounting adjustments recorded under the acquisition method of accounting, related to the going-private transaction. Purchase accounting adjustments primarily include fair value adjustments made to deferred revenue, inventory and property, plant, and equipment which are recorded over time. During pro forma Fiscal 2014, purchase accounting adjustments also include a provision charge on customer receivables recorded on October 29, 2013, amortization of fair value adjustments on customer shipments in transit, and compensation costs related to cash settlement of employee stock options, triggered by the going-private transaction. See Notes 1 and 3 of the Notes to the Audited Consolidated Financial Statements of Denali for more information on the going-private transaction. We exclude these charges for purposes of calculating the non-GAAP financial measures presented below to facilitate a more meaningful evaluation of our current operating performance and comparisons to our past operating performance.
- *Amortization of Intangible Assets*—Amortization of intangible assets consists of amortization of customer relationships, developed technology, and trade names. We incur charges related to the amortization of these intangibles, which are included in our consolidated financial statements. In connection with the going-private transaction, all of Denali's tangible and intangible assets and liabilities were accounted for and recognized at fair value on the transaction date. Accordingly, for the successor periods, amortization of intangible assets consists primarily of amortization associated with intangible assets recognized in connection with the going-private transaction. Amortization charges for purchased intangible assets are significantly impacted by the timing and magnitude of our acquisitions, and these charges may vary in amount from period to period. We exclude these charges for purposes of calculating the non-GAAP financial measures presented below to facilitate a more meaningful evaluation of our current operating performance and comparisons to our past operating performance.
- *Other Corporate Expenses*—Other corporate expenses consists of the following items:
  - Severance and facility action costs primarily related to severance and benefits for employees terminated pursuant to cost savings initiatives.
  - Acquisition-related charges which are expensed as incurred and consist primarily of retention payments, integration costs, and other costs. This includes costs related to the merger.
  - Stock-based compensation expense associated with equity awards.
  - Costs related to the going-private transaction.

  Other corporate expenses vary from period to period and are significantly impacted by the timing and nature of these events. Therefore, although we may incur these types of expenses in the future, we believe that eliminating these charges for purposes of calculating the non-GAAP financial measures presented below facilitates a more meaningful evaluation of our current operating performance and comparisons to our past operating performance.

  In addition, pro forma Fiscal 2014 net income includes a $204 million valuation allowance on deferred tax assets for one of our foreign jurisdictions. We are excluding this valuation allowance on deferred tax assets described above for the purpose of calculating the non-GAAP net income financial measure presented below because we believe this adjustment is outside our ordinary course of business and does not contribute to a meaningful evaluation of our current operating performance or comparisons to our past operating performance.
- *Aggregate Adjustment for Income Taxes*—The aggregate adjustment for income taxes is the estimated combined income tax effect for the adjustments mentioned above. The tax effects are determined based on the tax jurisdictions where the above items were incurred.
- *Non-GAAP Adjustments Per Share*—This financial measure shows the cumulative impact of the above adjustments on earnings per share—diluted.

Fiscal 2016 compared to Fiscal 2015 and Fiscal 2015 compared to Pro Forma Fiscal 2014

The tables below presents a reconciliation of each non-GAAP financial measure to the most comparable GAAP or, for Fiscal 2014, pro forma, measure for each of the periods presented:

	Fiscal Year Ended				
	Successor January 29, 2016	% Change	Successor January 30, 2015	% Change	Pro Forma January 31, 2014
	(in millions, except percentages)				
Product net revenue	$ 43,317	(7)%	$ 46,690	6%	$ 44,004
Non-GAAP adjustments:					
Impact of purchase accounting	1		23		151
Non-GAAP product net revenue	$ 43,318	(7)%	$ 46,713	6%	$ 44,155
Services net revenue	$ 11,569	1%	$ 11,429	(1)%	$ 11,575
Non-GAAP adjustments:					
Impact of purchase accounting	505		953		1,071
Non-GAAP services net revenue	$ 12,074	(2)%	$ 12,382	(2)%	$ 12,646
Net revenue	$ 54,886	(6)%	$ 58,119	5%	$ 55,579
Non-GAAP adjustments:					
Impact of purchase accounting	506		976		1,222
Non-GAAP net revenue	$ 55,392	(6)%	$ 59,095	4%	$ 56,801
Product gross margin	$ 5,394	(14)%	$ 6,275	22%	$ 5,134
Non-GAAP adjustments:					
Impact of purchase accounting	59		119		866
Amortization of intangibles	483		466		459
Other corporate expenses	10		24		123
Non-GAAP product gross margin	$ 5,946	(14)%	$ 6,884	5%	$ 6,582
Services gross margin	$ 4,438	13%	$ 3,933	11%	$ 3,558
Non-GAAP adjustments:					
Impact of purchase accounting	453		906		1,097
Amortization of intangibles	—		—		—
Other corporate expenses	13		24		4
Non-GAAP services gross margin	$ 4,904	1%	$ 4,863	4%	$ 4,659
Gross margin	$ 9,832	(4)%	$ 10,208	17%	$ 8,692
Non-GAAP adjustments:					
Impact of purchase accounting	512		1,025		1,963
Amortization of intangibles	483		466		459
Other corporate expenses	23		48		127
Non-GAAP gross margin	$ 10,850	(8)%	$ 11,747	5%	$ 11,241

	Fiscal Year Ended				
	Successor January 29, 2016	% Change	Successor January 30, 2015	% Change	Pro Forma January 31, 2014
	(in millions, except percentages)				
Operating expenses	$ 10,215	(4)%	$ 10,630	(7)%	$ 11,489
Non-GAAP adjustments:					
Impact of purchase accounting	(104)		(91)		(157)
Amortization of intangibles	(1,706)		(1,833)		(1,874)
Other corporate expenses	(194)		(152)		(710)
Non-GAAP operating expenses	$ 8,211	(4)%	$ 8,554	(2)%	$ 8,748
Operating loss	$ (383)	9%	$ (422)	85%	$ (2,797)
Non-GAAP adjustments:					
Impact of purchase accounting	616		1,116		2,120
Amortization of intangibles	2,189		2,299		2,333
Other corporate expenses	217		200		837
Non-GAAP operating income	$ 2,639	(17)%	$ 3,193	28%	$ 2,493
Net loss	$ (1,104)	10%	$ (1,221)	63%	$ (3,324)
Non-GAAP adjustments:					
Impact of purchase accounting	616		1,122		2,088
Amortization of intangibles	2,189		2,299		2,333
Other corporate expenses	211		202		1,041
Aggregate adjustment for income taxes	(558)		(732)		(1,075)
Non-GAAP net income	$ 1,354	(19)%	$ 1,670	57%	$ 1,063
Earnings (loss) per share—diluted	$ (2.73)	10%	$ (3.02)	63%	$ (8.23)
Non-GAAP adjustments per share—diluted	6.03		7.15		10.86
Non-GAAP earnings per share—diluted	$ 3.30	(20)%	$ 4.13	57%	$ 2.63

In addition to the above measures, we also use EBITDA and adjusted EBITDA to facilitate a more meaningful evaluation of our operating performance. Adjusted EBITDA excludes purchase accounting adjustments related to the going-private transaction, severance and facility actions, acquisition-related costs, stock-based compensation expense, and the costs related to the going-private transaction. EBITDA and adjusted EBITDA provide more comparability between our historical results prior to the completion of the going-private transaction and historical results that reflect our capital structure upon completion of the going-private transaction.

As is the case with the non-GAAP measures presented above, users should consider the limitations of using EBITDA and adjusted EBITDA, including the fact that those measures do not provide a complete measure of our operating performance. EBITDA and adjusted EBITDA do not purport to be alternatives to net income as measures of operating performance or to cash flows from operating activities as a measure of liquidity. In particular, EBITDA and adjusted EBITDA are not intended to be a measure of free cash flow available for management's discretionary use, as these measures do not consider certain cash requirements, such as working capital needs, capital expenditures, contractual commitments, interest payments, tax payments, and other debt service requirements.

In deriving adjusted EBITDA, we have excluded the impact of purchase accounting related to the going-private transaction. We believe that due to the non-cash impact of the purchase accounting entries, it is appropriate to exclude these adjustments as they do not reflect our true operating performance.

Our management believes that these non-GAAP financial measures are helpful in highlighting trends because they exclude the results of decisions that are outside the control of operating management and that can differ significantly from company to company depending on long-term strategic decisions regarding capital structure, the tax jurisdictions in which companies operate, and capital investments.

The table below presents a reconciliation of EBITDA and adjusted EBITDA to net income (loss) for the periods presented:

	Fiscal Year Ended				
	Successor January 29, 2016	% Change	Successor January 30, 2015	% Change	Pro Forma January 31, 2014
	(in millions, except percentages)				
Net income (loss)	$ (1,104)	10%	$ (1,221)	63%	$ (3,324)
Adjustments:					
Interest and other, net (a)	792		924		872
Income tax provision (benefit)	(71)		(125)		(345)
Depreciation and amortization	2,872		2,977		2,991
EBITDA	$ 2,489	(3)%	$ 2,555	NM	$ 194
EBITDA	$ 2,489	(3)%	$ 2,555	NM	$ 194
Adjustments:					
Stock based compensation expense	72		72		135
Impact of purchase accounting (b)	494		1,011		2,010
Other corporate expenses (c)	145		128		748
Adjusted EBITDA	$ 3,200	(15)%	$ 3,766	22%	$ 3,087

(a) See "*—Results of Operations—Interest and Other, Net*" for more information on the components of interest and other, net.
(b) This amount includes the non-cash purchase accounting adjustments related to the going-private transaction.
(c) Consists of severance and facility action costs, acquisition-related costs, and the costs related to the going-private transaction.

RESULTS OF OPERATIONS

Dell's Going-Private Transaction

The going-private transaction was recorded using the acquisition method of accounting in accordance with the accounting guidance for business combinations. This guidance prescribes that the purchase price be allocated to assets acquired and liabilities assumed based on the estimated fair value of such assets and liabilities on the date of the transaction. All of our assets and liabilities were accounted for and recognized at fair value as of the transaction date. Accordingly, periods prior to October 29, 2013 reflect the financial position, results of operations, and changes in financial position of Dell prior to the going-private transaction, referred to as the predecessor periods (with our company referred to as the Predecessor entity during such periods), and the periods beginning on or after October 29, 2013 reflect the financial position, results of operations and changes in financial position of Denali Holding Inc. and its consolidated subsidiaries subsequent to the going-private transaction, referred to as the successor periods (with our company referred to as the Successor entity during such periods). Included in the results for the successor periods is the impact of purchase accounting adjustments, primarily related to deferred revenue, and an increase in amortization expense for intangible assets.

The following tables provide unaudited pro forma results of operations for the fiscal year ended January 31, 2014 as if the going-private transaction had occurred at the beginning of the fiscal year ended January 31, 2014. The impact of the fair value adjustments related to deferred revenue and intangible assets and the impact of interest expense on borrowings are the primary items impacting comparability between the Fiscal 2014 predecessor and successor periods.

	As Reported					
	Successor October 29, 2013 through January 31, 2014	Predecessor February 2, 2013 through October 28, 2013	Subtotal Fiscal Year Ended January 31, 2014	Adjustments Going-private transaction	Notes	Pro Forma Fiscal Year Ended January 31, 2014
	(in millions)					
Net revenue:						
Products	$ 11,253	$ 32,786	$ 44,039	$ (35)	(1)(2)	$ 44,004
Services, including software related	2,822	9,516	12,338	(763)	(2)	11,575
Total net revenue	14,075	42,302	56,377	(798)		55,579
Cost of net revenue:						
Products	10,695	28,150	38,845	25	(1)(3)(4)(6)	38,870
Services, including software related	1,987	6,161	8,148	(131)	(3)(4)(5)(9)	8,017
Total cost of net revenue	12,682	34,311	46,993	(106)		46,887
Gross margin	1,393	7,991	9,384	(692)		8,692
Operating expenses:						
Selling, general, and administrative	2,863	6,528	9,391	822	(3)(4)(6)	10,213
Research, development, and engineering	328	945	1,273	3	(3)(4)	1,276
Total operating expenses	3,191	7,473	10,664	825		11,489
Operating income (loss)	(1,798)	518	(1,280)	(1,517)		(2,797)
Interest and other, net	(204)	(198)	(402)	(470)	(7)(10)	(872)
Income before income taxes	(2,002)	320	(1,682)	(1,987)		(3,669)
Income tax provision (benefit)	(390)	413	23	(368)	(8)	(345)
Net income (loss)	$ (1,612)	$ (93)	$ (1,705)	$ (1,619)		$ (3,324)

(1) Reflects the impact on the products net revenue and cost of net revenue as if the purchase accounting was applied to financing receivables as of the first day in the period. The adjustment reflects amortization of the financing receivables fair value adjustment over the three year weighted average useful life of the loan portfolio.

(2) Reflects the decrease in products and services net revenue to illustrate the effects of the going-private transaction. The adjustment represents the amortization of the deferred revenue fair value adjustment over the estimated useful life of one to three years.

(3) Reflects the impact on depreciation and amortization as if purchase accounting was applied to property, plant and equipment and purchased intangible assets as of the first day in the period.

(4) Reflects the impact to compensation expense related to replacement of share-based compensation awards.

(5) Reflects the impact on services cost of net revenue as if purchase accounting was applied to extended warranty liability as of the first day in the period. The adjustment reflects amortization related to the fair value adjustment over the estimated useful life of 2.5 years.

(6) Represents the transaction costs related to the going-private transaction, included in the historical results, as these expenses are non-recurring and are not expected to have a continuing impact.

(7) Reflects interest expense and income resulting from our new capital structure, including acquisition-related debt upon closing the going-private transaction and extinguishment of existing debt.
(8) Reflects the tax effect of the pro forma adjustments. The tax effect pro forma adjustments for the going-private transaction were calculated utilizing blended tax rates. We operate in multiple jurisdictions, and therefore the adjustments were tax-affected based on marginal tax rates of the related jurisdictions, which resulted in a higher tax rate for the pro forma adjustments compared to the historical rate.
(9) Reflects the write-off of deferred cost of net revenue primarily related to the Dell Services business unit.
(10) Reflects the impact of adjusting for the mark to market of post-going-private transaction de-designated cash flow hedges.

Summary of Pro Forma Adjustments for Results of Operations for Fiscal Year Ended January 31, 2014

	(in millions)
Net revenue:	
Products	**$ (35)**
(1) Amortization of financing receivables adjustment	(33)
(2) Amortization of deferred revenue adjustment	(2)
Services, including software related	**(763)**
(2) Amortization of deferred revenue adjustment	(763)
Cost of net revenue:	
Products	**25**
(1) Amortization of financing receivables adjustment	28
(3) Amortization of property, plant, and equipment and intangibles adjustments	17
(4) Impact to compensation expense	(14)
(6) Costs related to the going-private transaction	(6)
Services, including software related	**(131)**
(3) Amortization of property, plant, and equipment and intangibles adjustments	(86)
(4) Impact to compensation expense	(3)
(5) Amortization of warranty liability adjustment	(27)
(9) Write-off of deferred cost of net revenue	(15)
Operating expenses:	
Selling, general, and administrative	**822**
(3) Amortization of property, plant, and equipment and intangibles adjustments	1,296
(4) Impact to compensation expense	(105)
(6) Costs related to the going-private transaction	(369)
Research, development, and engineering	**3**
(3) Amortization of property, plant, and equipment and intangibles adjustments	11
(4) Impact to compensation expense	(8)
Interest and other, net	**(470)**
(7) Interest expense and income resulting from new capital structure	(464)
(10) Mark to market adjustment of de-designated cash flow hedges	(6)
Income tax provision / (benefit)	**(368)**
(8) Cumulative tax effect of pro forma adjustments	(368)

Consolidated Operations

Fiscal 2016 compared to Fiscal 2015 and Fiscal 2015 compared to Pro Forma Fiscal 2014

The following management's discussion and analysis of our financial condition and results of operations covers Fiscal 2016 and Fiscal 2015 and the combined results for the 2014 predecessor and successor periods, adjusted for pro forma items directly associated with the going-private transaction to give effect to that transaction as if it had occurred on the first day of Fiscal 2014, referred to as pro forma Fiscal 2014. These pro forma Fiscal 2014 results are unaudited. We believe the presentation of a twelve-month period on a pro forma basis for our 2014 fiscal year is meaningful to the reader and more useful for comparative purposes than any alternative presentation.

We have also presented pro forma Fiscal 2014 on a non-GAAP basis, referred to as non-GAAP pro forma Fiscal 2014, as we believe this presentation facilitates an enhanced understanding of our operating performance and enables more meaningful period-to-period comparisons.

The following table summarizes our consolidated results of operations for each of the periods presented:

	Fiscal Year Ended							
	Successor			Successor			Pro Forma	
	January 29, 2016			January 30, 2015			January 31, 2014	
	Dollars	% of Revenue	% Change	Dollars	% of Revenue	% Change	Dollars	% of Revenue
	(in millions, except percentages)							
Net revenue:								
Product	$43,317	78.9%	(7)%	$46,690	80.3%	6%	$44,004	79.2%
Services, including software related	11,569	21.1%	1%	11,429	19.7%	(1)%	11,575	20.8%
Total net revenue	$54,886	100.0%	(6)%	$58,119	100.0%	5%	$55,579	100.0%
Gross margin:								
Product	$ 5,394	12.5%	(14)%	$ 6,275	13.4%	22%	$ 5,134	11.7%
Services, including software related	4,438	38.4%	13%	3,933	34.4%	11%	3,558	30.7%
Total gross margin	$ 9,832	17.9%	(4)%	$10,208	17.6%	17%	$ 8,692	15.6%
Operating expenses	$10,215	18.6%	(4)%	$10,630	18.3%	(7)%	$11,489	20.7%
Operating income (loss)	$ (383)	(0.7)%	9%	$ (422)	(0.7)%	85%	$ (2,797)	(5.0)%
Net income (loss)	$ (1,104)	(2.0)%	10%	$ (1,221)	(2.1)%	63%	$ (3,324)	(6.0)%
Earnings (loss) per share—diluted	$ (2.73)	N/A	10%	(3.02)	N/A	63%	(8.23)	N/A
Other Financial Information								
Non-GAAP revenue	$55,392	N/A	(6)%	$59,095	N/A	4%	$56,801	N/A
Non-GAAP gross margin	$10,850	19.6%	(8)%	$11,747	19.9%	5%	$11,241	19.8%
Non-GAAP operating expenses	$ 8,211	14.8%	(4)%	$ 8,554	14.5%	(2)%	$ 8,748	15.4%
Non-GAAP operating income	$ 2,639	4.8%	(17)%	$ 3,193	5.4%	28%	$ 2,493	4.4%
Non-GAAP net income	$ 1,354	2.4%	(19)%	$ 1,670	2.8%	57%	$ 1,063	1.9%
EBITDA	$ 2,489	4.5%	(3)%	$ 2,555	4.3%	NM	$ 194	0.3%
Adjusted EBITDA	$ 3,200	5.8%	(15)%	$ 3,766	6.4%	22%	$ 3,087	5.4%
Non-GAAP earnings per share—diluted	$ 3.30	N/A	(20)%	$ 4.13	N/A	57%	$ 2.63	N/A

Non-GAAP revenue, non-GAAP gross margin, non-GAAP operating expenses, non-GAAP operating income, non-GAAP net income, EBITDA, adjusted EBITDA, and non-GAAP earnings per share—diluted are not measurements of financial performance prepared in accordance with GAAP. Non-GAAP financial measures

as a percentage of revenue are calculated based on non-GAAP revenue. See "*—Non-GAAP Financial Measures*" for information about these non-GAAP financial measures, including our reasons for including the measures, material limitations with respect to the usefulness of the measures, and a reconciliation of each non-GAAP financial measure to the most directly comparable GAAP financial measure.

Overview

During Fiscal 2016, our total net revenue decreased 6% on both a GAAP and non-GAAP basis. The decreases in net revenue during Fiscal 2016 were attributable to lower revenue in our Client Solutions, DSG, and Dell Services business units. Client Solutions contributed to most of the decrease in revenue during Fiscal 2016, driven by a global decline in demand for desktops and notebooks. In aggregate, revenue from our ESG, DSG, and Dell Services business units remained relatively flat during Fiscal 2016. As a result the combined revenue from ESG, DSG, and Dell Services represented 34.9% of total GAAP revenue for Fiscal 2016 compared to 33.0% of total GAAP revenue for Fiscal 2015.

During Fiscal 2016, on a GAAP basis we incurred operating losses of $383 million, compared to operating losses of $422 million in Fiscal 2015. Operating loss on a GAAP basis includes purchase accounting adjustments related to the going-private transaction, amortization of intangible assets, and other corporate expenses. In aggregate, these items totaled $3.0 billion and $3.6 billion during Fiscal 2016 and Fiscal 2015, respectively. On a non-GAAP basis, during Fiscal 2016, operating income decreased 17% to $2.6 billion from $3.2 billion in Fiscal 2015. The decrease in non-GAAP operating income was primarily attributable to lower gross margin, partially offset by a decrease in operating expenses.

We generated cash flow from operations of $2.2 billion during Fiscal 2016, compared to $2.6 billion during Fiscal 2015. The decline in operating cash flows was due to a decline in profitability and lower working capital benefits in the current period. Despite this decline, our operating cash flow performance has remained strong over the periods presented. See "*Liquidity, Capital Commitments, and Contractual Cash Obligations*" for further information on our cash flow metrics.

Revenue

Fiscal 2016 compared to Fiscal 2015

- *Product Revenue*—Product revenue includes revenue from the sale of hardware products and Dell-owned software licenses. During Fiscal 2016, product revenue decreased 7%, on both a GAAP and non-GAAP basis, due to decreases in revenue from Client Solutions as we experienced an overall decline in demand for desktops and notebooks. Product revenue for Fiscal 2016 did not benefit from the positive effects of the Windows XP refresh that contributed to product revenue in Fiscal 2015.
- *Services Revenue, including software related*—Services revenue, including software related, includes revenue from our services offerings, third-party software revenue, and support services related to Dell-owned software. During Fiscal 2016, revenue attributable to these services increased 1% on a GAAP basis, which was primarily attributable to the diminishing negative impact of purchase accounting adjustments which were $0.5 billion in Fiscal 2016, compared to $1.0 billion in Fiscal 2015. On a non-GAAP basis, during Fiscal 2016, revenue attributable to these services decreased 2%, which was attributable to both a decrease in revenue from our Dell Services business unit and a decrease in sales of our third-party software offerings and post-contract customer support associated with those software offerings.

See "*—Product and Services Business Units*" for further information regarding revenue from our products, services, and software offerings.

From a geographical perspective, net revenue decreased in all regions during Fiscal 2016, partially offset by growth in certain emerging markets, including China and India.

Fiscal 2015 compared to Pro Forma Fiscal 2014

- *Product Revenue*—During Fiscal 2015, product revenue increased 6% when compared to pro forma Fiscal 2014. On a non-GAAP basis, product revenue during Fiscal 2015 also increased 6% when compared to non-GAAP pro forma Fiscal 2014. Overall, these increases were primarily attributable to increases in revenue from Client Solutions due to favorable market conditions during Fiscal 2015 and also due to our improved execution through strategic pricing. See "*—Dell's Going-Private Transaction*" above for more information about pro forma Fiscal 2014.
- *Services Revenue, including software related*—During Fiscal 2015, revenue on a GAAP basis attributable to services, including software related, decreased 1% when compared to pro forma Fiscal 2014. On a non-GAAP basis, revenue during Fiscal 2015 decreased 2% when compared to non-GAAP pro forma Fiscal 2014. The slight decline in services revenue, including software related, for Fiscal 2015 was primarily attributable to decreases in revenue from third-party software, as we elected not to resell certain third-party software offerings during the period. See "*—Dell's Going-Private Transaction*" above for more information about pro forma Fiscal 2014.

See "*—Product and Services Business Units*" above for further information regarding revenue from our products, services, and software offerings.

From a geographical perspective, revenue across all regions increased during Fiscal 2015 when compared to pro forma Fiscal 2014. Revenue from emerging countries increased 9% during Fiscal 2015, driven primarily by an increase in revenue from India and China.

Gross Margin

Fiscal 2016 compared to Fiscal 2015

During Fiscal 2016, our total gross margin decreased 4% to $9.8 billion on a GAAP basis and 8% to $10.9 billion on a non-GAAP basis. During Fiscal 2016, our gross margin percentage increased 30 basis points to 17.9% on a GAAP basis, and decreased 30 basis points to 19.6% on a non-GAAP basis. Gross margin on a GAAP basis for Fiscal 2016 included the effects of $1.0 billion in purchase accounting adjustments and amortization of intangibles related to the going-private transaction.

- *Products*—During Fiscal 2016, product gross margin dollars decreased 14%, on both a GAAP and non-GAAP basis. Product gross margin percentage on a GAAP and non-GAAP basis decreased 90 and 100 basis points during Fiscal 2016 to 12.5% and 13.7%, respectively. The decrease in product gross margin in dollars and percentages on both a GAAP and non-GAAP basis was primarily attributable to the adverse impact on Client Solutions of an overall decline in demand that resulted in a decrease in desktop and notebook units sold, as well as challenging pricing dynamics. These pricing dynamics included the impacts of competitive pressure and foreign currency volatility. Our gross margins include benefits relating primarily to settlements from certain vendors regarding their past pricing practices. These benefits were $97 million and $109 million for Fiscal 2016 and Fiscal 2015, respectively. Vendor settlements are allocated to our segments based on the relative amount of affected vendor products sold by each segment.
- *Services, including software related*—During Fiscal 2016, our gross margin dollars for services, including software related, increased 13% and 1% on a GAAP and non-GAAP basis, respectively. The increase in GAAP services gross margin dollars was primarily attributable to the diminishing negative impact of purchase accounting adjustments which were $0.5 billion in Fiscal 2016, compared to $0.9 billion in Fiscal 2015. Services gross margin percentage on a GAAP and non-GAAP basis increased 400 and 130 basis points during Fiscal 2016 to 38.4% and 40.6%, respectively. The increase in services gross margin in dollars and gross margin percentages on a non-GAAP basis was attributable to higher gross margin from Dell Services and a shift away from lower margin product offerings.

Fiscal 2015 compared to Pro Forma Fiscal 2014

During Fiscal 2015, our total gross margin increased 17% to $10.2 billion on a GAAP basis when compared to pro forma Fiscal 2014. On a non-GAAP basis, our total gross margin during Fiscal 2015 increased 5% to $11.7 billion when compared to non-GAAP pro forma Fiscal 2014. During Fiscal 2015, gross margin percentage on a GAAP basis increased 200 basis points to 17.6% when compared to pro forma Fiscal 2014. On a non-GAAP basis, gross margin percentage increased 10 basis points to 19.9% when compared to non-GAAP pro forma Fiscal 2014. Gross margin on a GAAP basis for Fiscal 2015 includes the effects of $1.5 billion in purchase accounting adjustments and amortization of intangibles related to the going-private transaction. In comparison, our gross margin for pro forma Fiscal 2014 included $2.4 billion in purchase accounting adjustments and amortization of intangibles related to the going-private transaction. See "*—Dell's Going-Private Transaction*" above for more information about pro forma Fiscal 2014.

- *Products*—During Fiscal 2015, product gross margin dollars on a GAAP basis increased 22% when compared to pro forma Fiscal 2014. Product gross margin dollars on a non-GAAP basis for Fiscal 2015 increased 5% when compared to non-GAAP pro forma Fiscal 2014. Product gross margin percentage on a GAAP basis increased 170 basis points to 13.4% when compared to pro forma Fiscal 2014. Product gross margin percentage on a non-GAAP basis remained relatively unchanged when compared to non-GAAP pro forma Fiscal 2014. The increase in product gross margin dollars was driven by higher gross margin from Client Solutions, resulting from favorable market conditions coupled with pricing discipline and continued focus on our cost structure. Our gross margins include benefits, relating primarily to settlements from certain vendors regarding their past pricing practices. These benefits were $109 million for Fiscal 2015 and immaterial for pro forma Fiscal 2014.
- *Services, including software related*—During Fiscal 2015, our gross margin for services, including software related, increased 11% on a GAAP basis when compared to pro forma Fiscal 2014. On a non-GAAP basis, during Fiscal 2015, our gross margin for services, including software related, increased 4% when compared to non-GAAP pro forma Fiscal 2014. On a GAAP basis, services, including software related, gross margin percentage increased 370 basis points to 34.4% when compared to pro forma Fiscal 2014. On a non-GAAP basis, services, including software related, gross margin percentage increased 250 basis points to 39.3% when compared to non-GAAP pro forma Fiscal 2014. The increase in services gross margin in dollars and gross margin percentages on a non-GAAP basis was attributable to higher gross margin from Dell Services as well as higher gross margin for support services related to DSG offerings.

Vendor Programs and Settlements

Our gross margin is affected by our ability to achieve competitive pricing with our vendors and contract manufacturers, including through our negotiation of a variety of vendor rebate programs to achieve lower net costs for the various components we include in our products. Under these programs, vendors provide us with rebates or other discounts from the list prices for the components, which are generally elements of their pricing strategy. We account for vendor rebates and other discounts as a reduction in cost of net revenue. We manage our costs on a total net cost basis, which includes supplier list prices reduced by vendor rebates and other discounts.

The terms and conditions of our vendor rebate programs are largely based on product volumes and are generally negotiated either at the beginning of the annual or quarterly period, depending on the program. The timing and amount of vendor rebates and other discounts we receive under the programs may vary from period to period reflecting changes in the competitive environment. We monitor our component costs and seek to address the effects of any changes to terms that might arise under our vendor rebate programs. Our gross margins for Fiscal 2016, Fiscal 2015 and pro forma Fiscal 2014 were not materially affected by any changes to the terms of our vendor rebate programs, as the amounts we received under these programs were generally stable relative to our total net cost. We are not aware of any significant programmatic changes to vendor pricing or rebate programs that may impact our results in the near term.

In addition, we have pursued legal action against certain vendors and are currently involved in negotiations with other vendors regarding their past pricing practices. We have negotiated settlements with some of these vendors and may have additional settlements in future quarters. These settlements are allocated to our segments based on the relative amount of affected vendor products used by each segment.

Operating Expenses

The following table presents information regarding our operating expenses during each of the periods presented:

	Fiscal Year Ended							
	Successor			Successor			Pro Forma	
	January 29, 2016			January 30, 2015			January 31, 2014	
	Dollars	% of Revenue	% Change	Dollars	% of Revenue	% Change	Dollars	% of Revenue
	(in millions, except percentages)							
Operating expenses:								
Selling, general, and administrative	$ 8,900	16.2%	(6)%	$ 9,428	16.2%	(8)%	$10,213	18.4%
Research, development, and engineering	1,315	2.4%	9%	1,202	2.1%	(6)%	1,276	2.3%
Total operating expenses	$10,215	18.6%	(4)%	$10,630	18.3%	(7)%	$11,489	20.7%
Other Financial Information								
Non-GAAP operating expenses	$ 8,211	14.8%	(4)%	$ 8,554	14.5%	(2)%	$ 8,748	15.4%

Fiscal 2016 compared to Fiscal 2015

During Fiscal 2016, our total operating expenses decreased 4% on both a GAAP and non-GAAP basis. During Fiscal 2016 and Fiscal 2015, we recognized $1.8 billion and $1.9 billion, respectively, in amortization of intangible assets and purchase accounting adjustments related to the going-private transaction.

- *Selling, General, and Administrative*—Selling, general, and administrative, or SG&A, expenses on a GAAP basis decreased 6% during Fiscal 2016. The decreases were driven by a reduction in compensation expense, primarily due to a decrease in performance-based compensation. We continue to actively manage our cost structure, which allows us to invest in strategic areas such as strengthening our sales force.
- *Research, Development, and Engineering*—On a GAAP basis, RD&E expenses were 2.4% of net revenue for Fiscal 2016, compared to 2.1% for Fiscal 2015. The increase in RD&E expenses was primarily related to personnel-related expenses as we continue to invest in product development.

Fiscal 2015 compared to Pro Forma Fiscal 2014

During Fiscal 2015, total operating expenses on a GAAP basis decreased 7% to $10.6 billion when compared to pro forma Fiscal 2014. During Fiscal 2015 and pro forma Fiscal 2014, we recognized $1.9 billion and $2.0 billion, respectively, in amortization of intangible assets and purchase accounting adjustments related to the going-private transaction. Excluding these costs as well as other corporate expenses, total operating expenses on a non-GAAP basis decreased 2% during Fiscal 2015 when compared to non-GAAP pro forma Fiscal 2014. See "*—Dell's Going-Private Transaction*" above for more information about pro forma Fiscal 2014.

- *Selling, General, and Administrative*—SG&A expenses declined 8% on a GAAP basis when compared to pro forma Fiscal 2014. The decrease was driven by a reduction in compensation expense, due to personnel-related productivity initiatives enacted primarily in the fourth quarter of pro forma Fiscal 2014. This decrease was partially offset by an increase in costs associated with our annual incentive plans, which is directly related to our stronger results for Fiscal 2015.

- *Research, Development, and Engineering*—On a GAAP basis, RD&E expenses were 2.1% of net revenue for Fiscal 2015. For pro forma Fiscal 2014, RD&E expenses were 2.3% of net revenue.

Operating Income/Loss

Fiscal 2016 compared to Fiscal 2015

On a GAAP basis during Fiscal 2016, operating loss was $383 million, compared to $422 million during Fiscal 2015. The decrease in operating loss over the period was primarily attributable to the diminishing negative impact of purchase accounting adjustments. Operating loss on a GAAP basis includes amortization of intangible assets and purchase accounting adjustments associated with the going-private transaction of $2.8 billion for Fiscal 2016. In comparison, during Fiscal 2015, we recognized $3.4 billion in amortization of intangibles and purchase accounting adjustments associated with the going-private transaction. Excluding these costs as well as other corporate expenses, during Fiscal 2016, operating income on a non-GAAP basis decreased 17% to an operating income of $2.6 billion. These decreases were primarily attributable to lower gross margin primarily driven by Client Solutions, the effect of which was offset partially by a reduction in operating expenses.

Fiscal 2015 compared to Pro Forma Fiscal 2014

On a GAAP basis, during Fiscal 2015, operating loss decreased 85% to an operating loss of $422 million when compared to pro forma Fiscal 2014. Operating income on a GAAP basis for Fiscal 2015 included $3.4 billion in amortization of intangible assets and purchase accounting adjustments associated with the going-private transaction. In comparison, during pro forma Fiscal 2014, we recognized $4.5 billion in amortization of intangibles and purchase accounting adjustments associated with the going-private transaction. Excluding these costs as well as other corporate expenses, during Fiscal 2015, operating income on a non-GAAP basis increased 28% to $3.2 billion when compared to non-GAAP pro forma Fiscal 2014. These increases were primarily attributable to higher gross margin, coupled with a decrease in operating expenses. See "*—Dell's Going-Private Transaction*" above for more information about pro forma Fiscal 2014.

Interest and Other, Net

The following table provides a detailed presentation of interest and other, net for each of the periods presented:

	Fiscal Year Ended		
	Successor January 29, 2016	Successor January 30, 2015	Pro Forma January 31, 2014
	(in millions)		
Interest and other, net:			
Investment income, primarily interest	$ 39	$ 47	$ 42
Gain (loss) on investments, net	(2)	(29)	2
Interest expense	(680)	(807)	(857)
Foreign exchange	(122)	(96)	(47)
Other	(27)	(39)	(12)
Total interest and other, net	$ (792)	$ (924)	$ (872)

Fiscal 2016 compared to Fiscal 2015

During Fiscal 2016, changes in interest and other, net were favorable by $132 million, primarily due to a decrease in interest expense from lower debt balances over the period. The positive effect of lower interest expense was partially offset by an increase in foreign exchange losses. Foreign exchanges losses increased due to revaluations of certain un-hedged foreign currencies, which were partially offset by lower trading costs.

Fiscal 2015 compared to Pro Forma Fiscal 2014

During Fiscal 2015, changes in interest and other, net were unfavorable by $52 million, when compared to pro forma Fiscal 2014. This change was primarily attributable to an increase in foreign exchange losses and a loss on investments, partially offset by a decrease in interest expense due to lower debt balances over the period. The increase in foreign exchange losses was due to higher costs associated with our hedging program and revaluations of certain un-hedged foreign currencies.

Income and Other Taxes

Our effective income tax rate was 6.0% and 9.3% on pre-tax losses of $1,175 million and $1,346 million for Fiscal 2016 and Fiscal 2015, respectively, and 9.4% on pre-tax losses of $3,669 million for pro forma Fiscal 2014. The change in our effective income tax rate for Fiscal 2016 was primarily attributable to a change in the mix of geographical income, as well as higher discrete tax expenses. The change in our effective income tax rate for Fiscal 2015 as compared to pro forma Fiscal 2014 was primarily attributable to fewer charges related to the going-private transaction which are generally deductible at higher tax rates, offset by a valuation allowance on deferred tax assets recorded in pro forma Fiscal 2014 for one of our foreign jurisdictions, and a change in the mix of geographic income to lower tax jurisdictions.

Our effective tax rate can fluctuate depending on the geographic distribution of our world-wide earnings, as our foreign earnings are generally taxed at lower rates than in the United States. In certain jurisdictions, our tax rate is significantly less than the applicable statutory rate as a result of tax holidays. The majority of our foreign income that is subject to these tax holidays and lower tax rates is attributable to Singapore, China, and Malaysia. A significant portion of these income tax benefits is related to a tax holiday that will expire on January 31, 2017. We are currently seeking new terms for the affected subsidiary and it is uncertain whether any terms will be agreed upon. Our other tax holidays will expire in whole or in part during Fiscal 2019 through Fiscal 2023. Many of these tax holidays and reduced tax rates may be extended when certain conditions are met or may be terminated early if certain conditions are not met. The differences between our effective tax rate and the U.S. federal statutory rate of 35% principally resulted from the geographical distribution of taxable income discussed above and permanent differences between the book and tax treatment of certain items. We continue to assess our business model and its impact in various taxing jurisdictions.

For further discussion regarding tax matters, including the status of income tax audits, see Note 12 of the Notes to the Audited Consolidated Financial Statements of Denali.

Net Income/Loss

Fiscal 2016 compared to Fiscal 2015

During Fiscal 2016, net loss on a GAAP basis decreased 10% to a loss of $1.1 billion when compared to Fiscal 2015. Net loss for Fiscal 2016, on a GAAP basis includes amortization of intangible assets, purchase accounting adjustments, costs related to the going-private transaction, and other corporate expenses. In aggregate these costs totaled $3.0 billion and $3.6 billion for Fiscal 2016 and Fiscal 2015, respectively. Excluding these costs, net income for Fiscal 2016 on a non-GAAP basis decreased 19% to $1.4 billion. The decrease in non-GAAP net income for Fiscal 2016 was primarily attributable to a decrease in non-GAAP operating income, which was partially offset by a decrease in non-GAAP tax expense. See Note 12 of the Notes to the Audited Consolidated Financial Statements of Denali for more information regarding our effective tax rate.

Fiscal 2015 compared to Pro Forma Fiscal 2014

During Fiscal 2015, net loss on a GAAP basis decreased 63% to a loss of $1.2 billion when compared to pro forma Fiscal 2014. Net loss for Fiscal 2015, on a GAAP basis, and pro forma Fiscal 2014 includes amortization of intangible assets, purchase accounting adjustments, the costs related to the going-private transaction, and other

corporate expenses. In aggregate these costs totaled $3.6 billion and $5.5 billion for Fiscal 2015 and pro forma Fiscal 2014, respectively. Excluding these costs, net income for Fiscal 2015 on a non-GAAP basis increased 57% to $1.7 billion when compared to non-GAAP pro forma Fiscal 2014. The increase in non-GAAP net income for Fiscal 2015 is primarily attributable to an increase in operating income. See "*—Dell's Going-Private Transaction*" above for more information about pro forma Fiscal 2014.

Product and Services Business Units

Fiscal 2016 compared to Fiscal 2015 and Fiscal 2015 compared to Pro Forma Fiscal 2014

Recognition of Dell's Going-Private Transaction for Product and Services Business Units

In analyzing results of operations for Product and Services Business Units, we have presented "Fiscal 2015 compared to pro forma Fiscal 2014." The impact of purchase accounting and intangibles amortization associated with the going-private transaction are recorded at the corporate level and not recorded within the business units. As a result, the comparability of business unit results across the fiscal periods being analyzed in this management's discussion and analysis are not affected by the going-private transaction and related accounting impacts.

	Successor	Predecessor	Subtotal	Adjustments	Pro Forma
	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013	Fiscal Year Ended January 31, 2014	Going-Private Transaction	Fiscal Year Ended January 31, 2014
			(in millions)		
Consolidated net revenue:					
Client Solutions	$ 9,839	$ 28,101	$ 37,940	$ —	$ 37,940
Enterprise Solutions Group	3,500	10,875	14,375	—	14,375
Dell Software Group	360	951	1,311	—	1,311
Dell Services	739	2,219	2,958	—	2,958
Segment net revenue	$ 14,438	$ 42,146	$ 56,584	$ —	56,584
Corporate (a)	61	156	217	—	217
Impact of purchase accounting (b)	(424)	—	(424)	(798)	(1,222)
Total	$ 14,075	$ 42,302	$ 56,377	$ (798)	$ 55,579
Consolidated operating income:					
Client Solutions	$ 289	$ 1,070	$ 1,359	$ —	$ 1,359
Enterprise Solutions Group	270	867	1,137	—	1,137
Dell Software Group	(52)	(196)	(248)	—	(248)
Dell Services	2	(44)	(42)	—	(42)
Segment operating income	509	1,697	2,206	—	2,206
Impact of purchase accounting (b)	(1,252)	—	(1,252)	(868)	(2,120)
Amortization of intangible assets	(584)	(594)	(1,178)	(1,155)	(2,333)
Corporate (a)	102	—	102	185	287
Other (c)	(573)	(585)	(1,158)	321	(837)
Total	$ (1,798)	$ 518	$ (1,280)	$ (1,517)	$ (2,797)

(a) Corporate primarily consists of unallocated transactions and certain security offerings.
(b) Impact of purchase accounting in the successor periods represents the non-cash purchase accounting adjustments related to the going-private transaction.
(c) Other costs include severance, facility, acquisition, and compensation expenses and costs related to the going-private transaction.

Client Solutions:

The following table presents revenue and operating income attributable to Client Solutions for the respective periods:

	Fiscal Year Ended				
	Successor January 29, 2016	% Change	Successor January 30, 2015	% Change	Pro Forma January 31, 2014
	(in millions, except percentages)				
Net Revenue:					
Commercial	$ 21,297	(11)%	$ 23,988	9%	$ 21,954
Consumer	9,167	(7)%	9,886	— %	9,918
Third-party software and after-point-of-sale peripherals	5,413	(6)%	5,760	(5)%	6,068
Total Client Solutions revenue	$ 35,877	(9)%	$ 39,634	4%	$ 37,940
Operating Income:					
Client Solutions operating income	$ 1,410	(31)%	$ 2,051	51%	$ 1,359
% of segment revenue	*3.9%*		*5.2%*		*3.6%*

Fiscal 2016 compared to Fiscal 2015

Net Revenue—During Fiscal 2016, Client Solutions experienced a 9% decrease in net revenue due to lower demand across all Client Solutions product categories coupled with competitive pricing pressure. The decline in commercial and consumer revenue reflected decreased demand for desktops and notebooks, which was magnified by our product mix. Product revenue for Fiscal 2016 did not benefit from the positive effects of the Windows XP refresh that contributed to product revenue in Fiscal 2015. From a geographical perspective, revenue attributable to Client Solutions decreased across all regions during Fiscal 2016, with revenue from the Americas and EMEA representing most of the decline.

Operating Income—During the Fiscal 2016, operating income as a percentage of revenue attributable to Client Solutions decreased 130 basis points to 3.9%. This decline was driven by both a decrease in our gross margin percentage, and an increase in our operating expense percentage. The decline in our gross margin percentage was a result of challenging economic conditions, competitive pressures, and a strong U.S. dollar that all impacted our ability to adjust pricing accordingly. Despite this challenging environment, we are making investments in our sales force to enhance efficiency and drive growth in future periods. As a result of this investment and strategic R&D investments, operating expenses as a percentage of revenue increased over the period.

Fiscal 2015 compared to Pro Forma Fiscal 2014

Net Revenue—During Fiscal 2015, Client Solutions experienced a 4% increase in net revenue when compared to pro forma Fiscal 2014, due to growth in the commercial category driven by an increase in units sold. Client Solutions net revenue also benefited from favorable market conditions, driven by the Windows XP refresh cycle, which gradually weakened in the second half of the year. Consumer net revenue was effectively unchanged during Fiscal 2015. Throughout Fiscal 2015, we improved our execution through strategic pricing, leveraging our direct sales force as well as our channel partners. We have also been experiencing a consolidation of the industry, which contributed to the improved results for Fiscal 2015. From a geographical perspective, revenue attributable to Client Solutions increased across all regions during Fiscal 2015, led by an increase in revenue from the Americas.

Operating Income—During Fiscal 2015, Client Solutions operating income as a percentage of revenue increased 160 basis points to 5.2%. This increase was attributable to an improvement in our gross margin percentage, driven primarily by desktops and notebooks as we benefited from favorable market conditions. The increase in operating income was also due to a reduction in our operating expense percentage as we continue to optimize our cost structure.

Enterprise Solutions Group:

The following table presents revenue and operating income attributable to ESG for the respective periods:

	Fiscal Year Ended				
	Successor January 29, 2016	% Change	Successor January 30, 2015	% Change	Pro Forma January 31, 2014
	(in millions, except percentages)				
Net Revenue:					
Servers and networking	$ 12,761	3%	$ 12,368	4%	$ 11,901
Storage	2,217	(5)%	2,346	(5)%	2,474
Total ESG revenue	$ 14,978	2%	$ 14,714	2%	$ 14,375
Operating Income:					
ESG operating income	$ 1,052	(14)%	$ 1,230	8%	$ 1,137
% of segment revenue	*7.0%*		*8.4%*		*7.9%*

Fiscal 2016 compared to Fiscal 2015

Net Revenue—During Fiscal 2016, ESG net revenue increased 2% primarily due to a 3% increase in net revenue from servers and networking. PowerEdge server average selling prices increased due to a shift to products with richer configurations, while overall units remained relatively flat. The increase in net revenue from servers and networking was partially offset by a 5% decrease in storage revenue. From a geographical perspective, during Fiscal 2016, the overall increase in ESG net revenue was primarily due to increased revenue in APJ.

Operating Income—During Fiscal 2016, ESG operating income as a percentage of revenue decreased 140 basis points to 7.0%. The decrease in our operating income percentage was driven by lower gross margin percentages. These declines were primarily driven by challenging pricing dynamics, including competitive pressures and the strong U.S. dollar. These challenging economic conditions affected our ability to raise prices sufficiently to offset the higher costs associated with the shift to products with richer configurations.

Fiscal 2015 compared to Pro Forma Fiscal 2014

Net Revenue—During Fiscal 2015, ESG experienced a 2% increase in net revenue, which was attributable to a 4% increase in revenue from our servers and networking products, driven by an increase in PowerEdge server units and average selling prices attributable to richer configurations. These increases were partially offset by a 5% decline in storage revenue. From a geographical perspective, ESG revenue increased during Fiscal 2015 driven by an increase in revenue from EMEA and, to a lesser extent, an increase in revenue from APJ, partially offset by a decline in revenue from the Americas.

Operating Income—During Fiscal 2015, operating income as a percentage of revenue attributable to ESG increased 50 basis points to 8.4%. This increase was primarily driven by a decline in our operating expense percentage as we continue to optimize our cost structure, partially offset by a decline in our gross margin percentage.

Dell Software Group:

The following table presents revenue and operating income attributable to DSG for the respective periods:

	Fiscal Year Ended				
	Successor January 29, 2016	% Change	Successor January 30, 2015	% Change	Pro Forma January 31, 2014
	(in millions, except percentages)				
Net Revenue:					
DSG revenue	$ 1,362	(9)%	$ 1,493	14%	$ 1,311
Operating Loss:					
DSG operating loss	$ (1)	97%	$ (30)	88%	$ (248)
% of segment revenue	*(0.1)%*		*(2.0)%*		*(18.9)%*

Fiscal 2016 compared to Fiscal 2015

Net Revenue—During Fiscal 2016, revenue attributable to DSG decreased 9%, driven by a decrease in systems management software sales, primarily due to disruption from a realignment of our sales organization. From a geographical perspective, DSG revenue decreased across all regions during Fiscal 2016.

Operating Income—During Fiscal 2016, DSG operating income as a percentage of revenue increased 190 basis points to an operating loss percentage of 0.1%. This improvement was attributable to a decrease in our operating expense percentage, driven by a decrease in SG&A expenses, primarily as a result of headcount reduction. The positive impact of the decreases was partially offset by a decline in our gross margin percentage due to a shift to software solutions with lower margins.

Fiscal 2015 compared to Pro Forma Fiscal 2014

Net Revenue—During Fiscal 2015, revenue attributable to DSG increased 14% as we experienced growth across our entire portfolio of software solutions.

Operating Income—During Fiscal 2015, DSG operating loss as a percentage of revenue decreased to an operating loss percentage of 2.0%. Overall, the decrease in operating loss percentage was primarily driven by a decrease in our operating expense percentage.

Dell Services:

The following table presents revenue and operating income attributable to Dell Services for the respective periods:

	Fiscal Year Ended				
	Successor January 29, 2016	% Change	Successor January 30, 2015	% Change	Pro Forma January 31, 2014
	(in millions, except percentages)				
Net Revenue:					
Infrastructure and cloud services	$ 1,679	(3)%	$ 1,734	— %	$ 1,735
Applications and business process services	1,163	(7)%	1,248	2%	1,223
Total Dell Services revenue	$ 2,842	(5)%	$ 2,982	1%	$ 2,958
Operating Income (Loss):					
Dell Services operating income (loss)	$ 152	23%	$ 124	395%	$ (42)
% of segment revenue	*5.3%*		*4.2%*		*(1.4)%*

Fiscal 2016 compared to Fiscal 2015

Net Revenue—During Fiscal 2016, Dell Services experienced a 5% decrease in net revenue. The decrease was attributable to a decline in revenue across all Dell Services categories driven by revenue runoff from several large contracts in advance of the benefits to be recognized from new contract signings. At a regional level, Dell Services revenue is mostly generated in the Americas, primarily in the United States. Dell Services revenue generated in the Americas decreased 3% during Fiscal 2016.

Operating Income—For Fiscal 2016, operating income as a percentage of revenue attributable to Dell Services increased 110 basis points to 5.3%. This increase was driven by improved gross margin percentages, primarily attributable to our infrastructure and cloud offerings, as we continued to optimize our cost structure and automate our delivery process. This increase in gross margin percentages was partially offset by an increase in our operating expense percentage primarily due to an increase in outside services fees.

Services Backlog—Services backlog decreased 10% to $7.2 billion as of January 29, 2016, compared to $8.0 billion as of January 30, 2015. Our focus continues to be on building a sustainable pipeline and improving our cost structure to enable our growth in the market. Estimated services backlog is primarily related to our outsourcing services business. The majority of services backlog represents signed contracts that are initially $2 million or more in total expected revenue with an initial contract term of at least 18 months. We provide information regarding services backlog because we believe it provides useful trend information regarding changes in the size of our services business over time. The terms of the signed services contracts included in our calculation of services backlog are subject to change and are affected by terminations, changes in the scope of services, and changes to other factors that could impact the value of the contract. For these and other reasons, it is not reasonably practicable to estimate the portions of these backlog amounts that will ultimately be recognized as revenue when performance on the contracts is completed.

Fiscal 2015 compared to Pro Forma Fiscal 2014

Net Revenue—During Fiscal 2015, Dell Services experienced a 1% increase in net revenue. Revenue from applications and business process services increased 2% during Fiscal 2015, due to an increase in revenue from applications services. Revenue from infrastructure and cloud services was effectively unchanged during that period. At a regional level, Dell Services revenue is generated primarily from sales in the U.S. market, and U.S. revenue remained largely unchanged during Fiscal 2015.

Operating Income—During Fiscal 2015, operating income percentage increased 560 basis points to 4.2%. Overall, this increase was attributable to an increase in our gross margin percentage, driven by infrastructure and cloud services, coupled with a decline in our operating expense percentage.

Services Backlog—Services backlog decreased 4% to $8.0 billion as of January 30, 2015, compared to $8.3 billion as of January 31, 2014.

Accounts Receivable

We sell products and services directly to customers and through a variety of sales channels, including retail distribution. As of January 29, 2016, our accounts receivable, net, was $5.5 billion, compared to $6.1 billion as of January 30, 2015. This decrease was primarily driven by a decrease in revenue over the period and improved collections performance. We maintain an allowance for doubtful accounts to cover receivables that may be deemed uncollectible. The allowance for losses is based on a provision for accounts that are collectively evaluated based on historical bad debt experience as well as specific identifiable customer accounts that are deemed at risk. As of January 29, 2016 and January 30, 2015, the allowance for doubtful accounts was $57 million and $60 million, respectively. Based on our assessment, we believe that we are adequately reserved for expected credit losses. We monitor the aging of our accounts receivable and continue to take actions to reduce our exposure to credit losses.

Dell Financial Services and Financing Receivables

Dell Financial Services, referred to as DFS, offers a wide range of financial services, including originating, collecting, and servicing customer receivables primarily related to the purchase of Dell products. In some cases, we originate financing activities for our commercial customers related to the purchase of third-party technology products that complement our portfolio of products and services. New financing originations, which represent the amounts of financing provided by DFS to customers for equipment and related software and services, including third-party originations, were $3.7 billion for both Fiscal 2016 and Fiscal 2015 and $3.3 billion for pro forma Fiscal 2014. As of January 29, 2016 and January 30, 2015, our financing receivables, net were $5.1 billion and $5.0 billion, respectively.

During pro forma Fiscal 2014, prior to the going-private transaction, we completed our acquisition of CIT Vendor Finance's Dell-related financing assets portfolio and sales and servicing functions in Europe which has enabled global expansion of our direct finance model. In connection with this transaction we obtained a bank license from The Central Bank of Ireland to facilitate our ongoing offerings of financial services in Europe.

We have securitization programs to fund revolving loans and fixed-term leases and loans through consolidated special purpose entities, referred to as SPEs, which we account for as secured borrowings. We transfer certain U.S. customer financing receivables to these SPEs, whose purpose is to facilitate the funding of customer receivables through financing arrangements with multi-seller conduits that issue asset-backed debt securities in the capital markets and to private investors. During Fiscal 2016, Fiscal 2015, and pro forma Fiscal 2014, we transferred $3.2 billion, $2.7 billion and $5.4 billion to these SPEs, respectively. The significant amount of receivables securitized through SPEs during pro forma Fiscal 2014 reflect our entry into new securitization programs as a result of the going-private transaction. Our risk of loss related to these securitized receivables is limited to the amount of our over-collateralization in the transferred pool of receivables. The structured financing debt related to all of our securitization programs included as secured borrowing was $2.8 billion and $2.3 billion, as of January 29, 2016 and January 30, 2015, respectively. In addition, the carrying amount of the corresponding financing receivables was $3.3 billion and $3.0 billion, as of January 29, 2016 and January 30, 2015, respectively.

We maintain an allowance to cover expected financing receivable credit losses and evaluate credit loss expectations based on our total portfolio. For Fiscal 2016, Fiscal 2015 and pro forma Fiscal 2014, the principal charge-off rate for our total portfolio was 2.5%, 2.9% and 3.7%, respectively. The credit quality mix of our financing receivables has improved in recent years due to our underwriting actions and as the mix of high quality commercial accounts in our portfolio has increased. The allowance for losses is determined based on various factors, including historical and anticipated experience, past due receivables, receivable type, and customer risk profile. At January 29, 2016 and January 30, 2015, the allowance for financing receivable losses was $176 million and $194 million, respectively. In general, the loss rates on our financing receivables have improved over the periods presented. We expect the loss rates in future periods to stabilize, with movements in these rates being primarily driven by seasonality and a continued shift in portfolio composition to lower risk commercial assets. We continue to monitor broader economic indicators and their potential impact on future loss performance. We have an extensive process to manage our exposure to customer credit risk, including active management of credit lines and our collection activities. We also sell selected fixed-term financing receivables to unrelated third parties on a periodic basis, primarily to manage certain concentrations of customer credit exposure. Based on our assessment of the customer financing receivables, we believe that we are adequately reserved.

See Note 5 of the Notes to the Audited Consolidated Financial Statements of Denali for additional information about our financing receivables and the associated allowance.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet financing arrangements.

LIQUIDITY, CAPITAL COMMITMENTS, AND CONTRACTUAL CASH OBLIGATIONS

Market Conditions

We regularly monitor economic conditions and associated impacts on the financial markets and our business. We consistently evaluate the financial health of our supplier base, carefully manage customer credit, diversify counterparty risk, and monitor the concentration risk of our cash and cash equivalents balances globally. We routinely monitor our financial exposure to borrowers and counterparties.

We monitor credit risk associated with our financial counterparties using various market credit risk indicators such as credit ratings issued by nationally recognized rating agencies and changes in market credit default swap levels. We perform periodic evaluations of our positions with these counterparties and may limit exposure to any one counterparty in accordance with our policies. We monitor and manage these activities depending on current and expected market developments.

We use derivative instruments to hedge certain foreign currency exposures. We use forward contracts and purchased options designated as cash flow hedges to protect against the foreign currency exchange rate risks inherent in our forecasted transactions denominated in currencies other than the U.S. dollar. In addition, we primarily use forward contracts and may use purchased options to hedge monetary assets and liabilities denominated in a foreign currency. See Note 7 of the Notes to the Audited Consolidated Financial Statements of Denali for more information about our use of derivative instruments.

See “*Risk Factors*” for further discussion of risks associated with our use of counterparties. The impact on our Consolidated Financial Statements of any credit adjustments related to these counterparties has been immaterial.

Liquidity

To support our ongoing business operations, we rely on operating cash flows as our primary source of liquidity. We monitor the efficiency of our balance sheet to ensure that we have adequate liquidity to support our strategic initiatives. In addition to internally generated cash, we have access to other capital sources, including the ABL Credit Facility, to finance our strategic initiatives and fund growth in our financing operations. As of January 29, 2016 we had $6.6 billion of total cash and cash equivalents, substantially all of which was held outside of the U.S. Our strategy is to deploy capital from any potential source, whether internally generated cash or debt, depending on the adequacy and availability of that source of capital and whether it can be accessed in a cost effective manner.

A significant portion of our income is earned in non-U.S. jurisdictions. Under current law, earnings available to be repatriated to the U.S. would be subject to U.S. federal income tax, less applicable foreign tax credits. We have provided for the U.S. federal tax liability on these amounts for financial statement purposes, except for foreign earnings that are considered permanently reinvested outside of the U.S. We utilize a variety of tax planning and financing strategies with the objective of having our worldwide cash available in the locations where it is needed.

The following table summarizes our cash and cash equivalents as well as our available borrowings as of January 29, 2016 and January 30, 2015:

	Successor	
	January 29, 2016	January 30, 2015
	(in millions)	
Cash and cash equivalents, and available borrowings:		
Cash and cash equivalents	$ 6,576	$ 5,398
Remaining available borrowings under the asset-backed credit line ("ABL Credit Facility")	1,676	1,716
Total cash, cash equivalents, and available borrowings	$ 8,252	$ 7,114

The maximum aggregate borrowings under the ABL Credit Facility are approximately $2.0 billion. Borrowings under the ABL Credit Facility are subject to a borrowing base, which consists of certain receivables and inventory. Available borrowings under the ABL Credit Facility are reduced by draws on the facility as well as outstanding letters of credit. As of January 29, 2016, there were no draws on the facility and, after taking into account outstanding letters of credit, our available capacity totaled $1.7 billion.

To finance the going-private transaction, we issued $13.9 billion in debt, which included borrowings under the Term Loan Facilities and the ABL Credit Facility, proceeds from the sale of Senior First Lien Notes and other notes, and borrowings under structured financing debt programs. See Note 1 and Note 6 of the Notes to the Audited Consolidated Financial Statements of Denali for more information on the going-private transaction and our outstanding borrowings.

The following table summarizes our outstanding debt as of January 29, 2016 and January 30, 2015:

	Successor	
	January 29, 2016	January 30, 2015
	(in millions)	
Outstanding Debt:		
Term loan facilities and Senior First Lien Notes	$ 7,623	$ 8,071
Unsecured notes and debentures	2,853	3,553
Structured financing debt	3,411	2,690
Borrowings under the ABL credit facility	—	—
Other	93	73
Total debt, principal amount	13,980	14,387
Carrying value adjustments	(221)	(232)
Total debt, carrying value	$ 13,759	$ 14,155

During Fiscal 2016, we repaid $1.1 billion of debt, which primarily consisted of $0.7 billion in Unsecured Notes and Debentures, and $0.4 billion in Term Loan Facilities. In addition, during Fiscal 2016, we issued $0.7 billion, net, in additional structured financing debt.

Our requirements for cash to pay principal and interest have increased significantly due to the incremental borrowings we incurred to finance the going-private transaction. We may, from time to time, at our sole discretion, purchase, redeem, prepay, refinance, or otherwise retire our outstanding indebtedness under the terms of such indebtedness, in open market or negotiated transactions with the holders of such indebtedness, or otherwise. On June 10, 2015, we refinanced and amended the Term Loan facilities to reduce interest rate floors and margins and to modify certain covenant requirements. The refinancing increased the outstanding Term Loan Euro Facility from €0.6 billion to €0.8 billion, offset by a decrease in the Term Loan B Facility from $4.6 billion to $4.4 billion. The interest rate for both the Term Loan B Facility and Euro Facility was reduced to 4%.

We balance the use of our securitization programs with working capital and other sources of liquidity to fund growth in our global financial services business. Of the $14.0 billion in outstanding principal debt as of January 29, 2016, $4.5 billion, which includes $3.4 billion in structured financing debt, is used to fund this business.

We believe that our current cash and cash equivalents, along with cash that will be provided by future operations, and borrowings expected to be available under the ABL Credit Facility, will be sufficient to fund our operations, capital expenditures, debt service requirements, shares subject to the appraisal proceedings, and any tax audit settlements described in Note 11 and Note 12 of the Notes to the Audited Consolidated Financial Statements of Denali, respectively, over at least the next twelve months.

The following table contains a summary of our Consolidated Statements of Cash Flows for the respective periods:

	Successor (a)			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
			(in millions)	
Net change in cash from:				
Operating activities	$ 2,162	$ 2,551	$ 1,082	$ 1,604
Investing activities	(321)	(355)	(8,553)	1,564
Financing activities	(496)	(3,094)	13,960	(4,630)
Effect of exchange rate changes on cash and cash equivalents	(167)	(153)	(40)	(67)
Change in cash and cash equivalents	$ 1,178	$ (1,051)	$ 6,449	$ (1,529)
Cash and cash equivalents at beginning of period	$ 5,398	$ 6,449	$ —	$ 12,569
Cash and cash equivalents at end of the period	$ 6,576	$ 5,398	$ 6,449	$ 11,040

(a) In accordance with authoritative guidance for business combinations, we have reflected the acquisition of Dell by Denali Holding as a cash outflow, net of cash acquired, in cash used in investing activities in the successor period ending January 31, 2014. See Note 1 of the Notes to the Audited Consolidated Financial Statements of Denali for more information on the going-private transaction.

Operating Activities—Cash provided by operating activities was $2.2 billion and $2.6 billion for Fiscal 2016 and Fiscal 2015, respectively. The decline in operating cash flows was due to a decline in profitability and lower working capital benefits in the current period. Despite this decline, our operating cash flow performance has remained strong over the periods presented.

Cash provided by operating activities was $2.6 billion for Fiscal 2015, $1.1 billion for the successor period ended January 31, 2014, and $1.6 billion for the predecessor period ended October 28, 2013. Our strong operating cash flows over these periods was due to balanced working capital management and sustained profitability.

Cash provided by operating activities was $1.1 billion for the successor period ended January 31, 2014 and $1.6 billion for the predecessor period ended October 28, 2013, respectively. The decrease in the successor period ended January 31, 2014 was attributable to a decrease in net income, the effect of which was largely offset by favorable changes in working capital.

Investing Activities—Investing activities primarily consist of capital expenditures for property, plant, and equipment, collections on purchased financing receivables, and proceeds from sale of facilities, land and other assets. Cash used in investing activities was $321 million and $355 million during Fiscal 2016 and Fiscal 2015, respectively. In Fiscal 2015, investing activities also included $73 million used to fund acquisitions.

For the successor period ended January 31, 2014, cash used in investing activities was primarily comprised of the net cash used to fund the acquisition of Dell by Denali. The cash consideration at the close of the going-private transaction was $19.7 billion, which is presented net of $11.0 billion in acquired cash in the Consolidated Statements of Cash Flow. See Note 1 and Note 3 of the Notes to the Audited Consolidated Financial Statements of Denali for more information on the going-private transaction.

For the predecessor period ended October 28, 2013 cash provided by investing activities was $1.6 billion and was primarily driven by the liquidation of our investment portfolio in connection with the going-private transaction.

Financing Activities—Financing activities primarily consist of the proceeds and repayments of debt. During Fiscal 2016, cash used in financing activities was $0.5 billion, as we issued $0.7 billion, net, in additional structured financing debt, repaid $0.7 billion in maturing Unsecured Notes and Debentures, and repaid $0.5 billion, net, in Term Loan Facilities and related foreign currency derivative settlements. In comparison, during Fiscal 2015, cash used in financing activities primarily comprised of repayments of debt of $2.0 billion principal amount of the Microsoft Note issued in the going-private transaction and $0.8 billion in borrowings outstanding under the ABL Credit Facility.

For the successor period ended January 31, 2014, cash provided by financing activities was $14.0 billion, primarily attributable to the issuance of $13.9 billion in new debt used to finance the going-private transaction. Issuance costs for these borrowings totaled $0.3 billion. In connection with the going-private transaction, we retired $1.3 billion in structured financing debt and paid $0.9 billion into escrow in order to retire our near term maturity notes. Also, during the Predecessor period ended October 28, 2013, we repaid $1.8 billion in outstanding commercial paper.

For the predecessor period ended October 28, 2013, cash used in financing activities was $4.6 billion and was primarily attributable to repayment of debt.

See Note 5 of the Notes to the Audited Consolidated Financial Statements of Denali for more information about our securitization programs, and Note 6 of the Notes to the Audited Consolidated Financial Statements of Denali for more information about our debt.

Key Performance Metrics—

The following table presents the components of our cash conversion cycle for the periods presented:

	Successor		
	Fiscal Quarter Ended		
	January 29, 2016	January 30, 2015	January 31, 2014
Days of sales outstanding (a)	40	43	43
Days of supply in inventory (b)	14	13	14
Days in accounts payable (c)	(106)	(103)	(96)
Cash conversion cycle (d)	(52)	(47)	(39)

(a) Days of sales outstanding, referred to as DSO, calculates the average collection period of our receivables. DSO is based on the ending net trade receivables and the most recent quarterly non-GAAP net revenue for each period. DSO also includes the effect of product costs related to customer shipments not yet recognized

as revenue that are classified in other current assets. DSO is calculated by adding accounts receivable, net of allowance for doubtful accounts, and customer shipments in transit and dividing that sum by average non-GAAP net revenue per day for the current quarter (90 days for all fiscal quarters presented herein). At January 29, 2016, DSO and days of customer shipments not yet recognized were 36 and 4 days. At January 30, 2015 and January 31, 2014, DSO and days of customer shipments not yet recognized were 38 and 5 days, and 39 and 4 days, respectively.

(b) Days of supply in inventory, referred to as DSI, measures the average number of days from procurement to sale of our products. DSI is based on ending inventory and most recent quarterly non-GAAP cost of goods sold for each period. DSI is calculated by dividing ending inventory by average non-GAAP cost of goods sold per day for the current quarter (90 days for all fiscal quarters presented herein).

(c) Days in accounts payable, referred to as DPO, calculates the average number of days our payables remain outstanding before payment. DPO is based on ending accounts payable and most recent quarterly non-GAAP cost of goods sold for each period. DPO is calculated by dividing accounts payable by average non-GAAP cost of goods sold per day for the current quarter (90 days for all fiscal quarters presented herein).

(d) We calculate our cash conversion cycle using non-GAAP net revenue and non-GAAP cost of goods sold because we believe that excluding certain items from the GAAP results, including the large non-cash purchase accounting adjustments following the going-private transaction, facilitates management's understanding of this key performance metric. The table below provides a reconciliation of GAAP net revenue and GAAP cost of goods sold to non-GAAP net revenue and non-GAAP cost of goods sold used in calculating the DSO, DSI and DPO metrics:

	Successor		
	Fiscal Quarter Ended		
	January 29, 2016	January 30, 2015	January 31, 2014
	(in millions)		
GAAP net revenue	$ 13,682	$ 14,261	$ 14,075
Non-GAAP adjustments:			
Impact of purchase accounting	100	192	424
Non-GAAP net revenue	$ 13,782	$ 14,453	$ 14,499
GAAP cost of goods sold	$ 11,062	$ 11,905	$ 12,475
Non-GAAP adjustments:			
Impact of purchase accounting	(3)	(4)	(535)
Amortization of intangibles	(120)	(121)	(114)
Other corporate expenses	(3)	(5)	(70)
Non-GAAP cost of goods sold	$ 10,936	$ 11,775	$ 11,756

Our cash conversion cycle for the fiscal quarter ended January 29, 2016 improved five days when compared to the fiscal quarter ended January 30, 2015, driven by a three day improvement in both DPO and DSO. The increase in DPO was primarily due to the timing of supplier purchases and payments. The decrease in DSO was primarily driven by improved collections performance. We believe our business model allows us to maintain an efficient cash conversion cycle, which compares favorably with that of others in our industry.

Our cash conversion cycle for the fiscal quarter ended January 30, 2015 improved eight days when compared to the fiscal quarter ended January 31, 2014, driven by a seven day improvement in DPO. The improvement in DPO was primarily attributable to favorable changes in our payment terms for certain suppliers. For the fiscal quarter ended January 30, 2015, DSO and DSI were effectively unchanged when compared to the fiscal quarter ended January 31, 2014.

Capital Commitments

Capital Expenditures—During Fiscal 2016 and Fiscal 2015, we spent $482 million and $478 million, respectively, on property, plant, and equipment. These expenditures were primarily incurred in connection with our global expansion efforts and infrastructure investments made to support future growth. Product demand, product mix, and the increased use of contract manufacturers, as well as ongoing investments in operating and information technology infrastructure, influence the level and prioritization of our capital expenditures. Aggregate capital expenditures for Fiscal 2017, which will be primarily related to infrastructure investments and strategic initiatives, are currently expected to total approximately $0.5 billion.

Contractual Cash Obligations

The following table summarizes our contractual cash obligations as of January 29, 2016:

		Payments Due by Period			
	Total	Fiscal 2017	Fiscal 2018-2019	Fiscal 2020-2021	Thereafter
			(in millions)		
Contractual cash obligations:					
Principal payments on borrowings	$13,980	$2,984	$ 2,545	$ 7,072	$ 1,379
Operating leases	436	126	177	101	32
Purchase obligations	2,487	2,346	140	1	—
Interest	2,904	516	897	590	901
Uncertain tax positions (a)	—	—	—	—	—
Contractual cash obligations	$19,807	$5,972	$ 3,759	$ 7,764	$ 2,312

(a) We have approximately $3.1 billion in additional liabilities associated with uncertain tax positions as of January 29, 2016. Although the timing of resolution and closure of audits is uncertain, we believe it is reasonably possible that tax audit resolutions could result in reductions to the liability of between $300 million and $750 million within the next 12 months. We are unable to estimate the expected payment dates for the remaining portion. See Note 12 of the Notes to the Audited Consolidated Financial Statements of Denali for further discussion regarding tax matters, including the status of income tax audits.

Principal Payments on Borrowings—Our expected principal cash payments on borrowings are exclusive of discounts and premiums. We have outstanding long-term notes with varying maturities. As of January 29, 2016, the future principal payments related to structured financing debt were expected to be $2.1 billion in Fiscal 2017 and $1.3 billion in Fiscal 2018-2019. For additional information, see Note 6 of the Notes to the Audited Consolidated Financial Statements of Denali.

Operating Leases—We lease property and equipment, manufacturing facilities, and office space under non-cancelable leases. Certain of these leases obligate us to pay taxes, maintenance, and repair costs.

Purchase Obligations—Purchase obligations are defined as contractual obligations to purchase goods or services that are enforceable and legally binding on us. These obligations specify all significant terms, including fixed or minimum quantities to be purchased; fixed, minimum, or variable price provisions; and the approximate timing of the transaction. Purchase obligations do not include contracts that may be canceled without penalty.

We utilize several suppliers to manufacture sub-assemblies for our products. Our efficient supply chain management allows us to enter into flexible and mutually beneficial purchase arrangements with our suppliers in order to minimize inventory risk. Consistent with industry practice, we acquire raw materials or other goods and services, including product components, by issuing to suppliers authorizations to purchase based on our projected demand and manufacturing needs. These purchase orders are typically fulfilled within 30 days and are entered into during the ordinary course of business in order to establish best pricing and continuity of supply for our production. Purchase orders are not included in the table above as they typically represent our authorization to purchase rather than binding purchase obligations.

Interest—See Note 6 of the Notes to the Audited Consolidated Financial Statements of Denali for further discussion of our debt and related interest expense.

CRITICAL ACCOUNTING POLICIES

We prepare our financial statements in conformity with GAAP. The preparation of financial statements in accordance with GAAP requires certain estimates, assumptions, and judgments to be made that may affect our Consolidated Statements of Financial Position and Consolidated Statements of Income. Accounting policies that have a significant impact on our Consolidated Financial Statements are described in Note 2 of the Notes to the Audited Consolidated Financial Statements of Denali. The accounting estimates and assumptions discussed in this section are those that we consider to be the most critical. We consider an accounting policy to be critical if the nature of the estimate or assumption is subject to a material level of judgment and if changes in those estimates or assumptions are reasonably likely to materially impact our Consolidated Financial Statements. We have discussed the development, selection, and disclosure of our critical accounting policies with the Audit Committee of our Board of Directors.

Revenue Recognition and Related Allowances—We enter into contracts to sell our products and services, and frequently enter into sales arrangements with customers that contain multiple elements or deliverables, such as hardware, services, software, and peripherals. We use general revenue recognition accounting guidance for hardware, software bundled with hardware that is essential to the functionality of the hardware, peripherals, and certain services. We recognize revenue for these products when it is realized or realizable and earned. Revenue is considered realized and earned when persuasive evidence of an arrangement exists; delivery has occurred or services have been rendered; our fee is fixed and determinable; and collection of the resulting receivable is reasonably assured. Judgments and estimates are necessary to ensure compliance with GAAP. These judgments include the allocation of the proceeds received from an arrangement to the multiple elements, and the appropriate timing of revenue recognition.

Revenue from sales of third-party software and extended warranties for third-party products, for which we do not meet the criteria for gross revenue recognition, is recognized on a net basis. All other revenue is recognized on a gross basis.

Services revenue and cost of services revenue captions in our Consolidated Statements of Income include services revenue, third-party software revenue, and support services related to Dell-owned software offerings.

Most of our products and services qualify as separate units of accounting. We allocate revenue to all deliverables based on their relative selling prices. GAAP requires the following hierarchy to be used to determine the selling price for allocating revenue to deliverables; (1) vendor-specific objective evidence, referred to as VSOE; (2) third-party evidence of selling price, referred to as TPE; or (3) best estimate of the selling price, referred to as ESP. In instances where we cannot establish VSOE, we establish TPE by evaluating largely similar and interchangeable competitor products or services in standalone sales to similarly situated customers.

We record reductions to revenue for estimated customer sales returns, rebates, and certain other customer incentive programs. These reductions to revenue are made based upon reasonable and reliable estimates that are determined by historical experience, contractual terms, and current conditions. The primary factors affecting our accrual for estimated customer returns include estimated return rates as well as the number of units shipped that have a right of return that has not expired as of the balance sheet date. If returns cannot be reliably estimated, revenue is not recognized until a reliable estimate can be made or the return right lapses. Each quarter, we reevaluate our estimates to assess the adequacy of our recorded accruals and allowance for doubtful accounts, and adjust the amounts as necessary.

We sell our products directly to customers as well as through other distribution channels, including retailers, distributors, and resellers. Sales through our distribution channels are primarily made under agreements allowing

for limited rights of return, price protection, rebates, and marketing development funds. We have generally limited return rights through contractual caps or we have an established selling history for these arrangements. Therefore, there is sufficient data to establish reasonable and reliable estimates of returns for the majority of these sales. To the extent price protection or return rights are not limited and a reliable estimate cannot be made, all of the revenue and related cost are deferred until the product has been sold to the end-user or the rights expire. We record estimated reductions to revenue or an expense for distribution channel programs at the later of the offer or the time revenue is recognized.

We recognize revenue in accordance with industry-specific software accounting guidance for all software and post-contract support, referred to as PCS, that are not essential to the functionality of the hardware. Accounting for software that is essential to the functionality of the hardware is accounted for as specified above. We have not established VSOE for third-party software offerings. For the majority of Dell-owned software offerings, we have established VSOE to support a separation of the software license and PCS elements. VSOE of the PCS element is determined by reference to the prices customers pay for support when it is sold separately. In instances where VSOE is established, we recognize revenue from the sale of software licenses at the time of initial sale, assuming all of the above criteria have been met, and revenue from the PCS element over the maintenance period. When we have not established VSOE to support a separation of the software license and PCS elements, the revenue and related costs are generally recognized over the term of the agreement.

We offer extended warranty and service contracts to customers that extend and/or enhance the technical support, parts, and labor coverage offered as part of the base warranty included with the product. Revenue from extended warranty and service contracts, for which we are obligated to perform, is recorded as deferred revenue and subsequently recognized on a straight-line basis over the term of the contract or ratably as services are completed.

Business Combinations and Intangible Assets Including Goodwill—We account for business combinations using the acquisition method of accounting, and accordingly, the assets and liabilities of the acquired business are recorded at their fair values at the date of acquisition. The excess of the purchase price over the estimated fair value is recorded as goodwill. Any changes in the estimated fair values of the net assets recorded for acquisitions prior to the finalization of more detailed analysis, but not to exceed one year from the date of acquisition, will change the amount of the purchase price allocable to goodwill. Any subsequent changes to any purchase price allocations that are material to our consolidated financial results will be adjusted retroactively. All acquisition costs are expensed as incurred and in-process research and development costs are recorded at fair value as an indefinite-lived intangible asset and assessed for impairment thereafter until completion, at which point the asset is amortized over its expected useful life. Separately recognized transactions associated with business combinations are generally expensed subsequent to the acquisition date. The application of business combination and impairment accounting requires the use of significant estimates and assumptions.

The results of operations of acquired businesses are included in our Consolidated Financial Statements from the acquisition date.

Goodwill and indefinite-lived intangible assets are tested for impairment annually during the third fiscal quarter and whenever events or circumstances may indicate that an impairment has occurred. To determine whether goodwill is impaired, we first assess certain qualitative factors. Based on this assessment, if it is determined more likely than not that the fair value of a reporting unit is less than its carrying amount, we perform the quantitative analysis of the goodwill impairment test. We determine the fair values of each of our reportable business units using a discounted cash flow methodology and then compare the fair values to the carrying values of each reportable business unit.

Standard Warranty Liabilities—We record warranty liabilities at the time of sale for the estimated costs that may be incurred under the terms of the limited warranty. The liability for standard warranties is included in

accrued and other current and other non-current liabilities on the Consolidated Statements of Financial Position. The specific warranty terms and conditions vary depending upon the product sold and the country in which we do business, but generally include technical support, parts, and labor over a period ranging from one to three years. Factors that affect our warranty liability include the number of installed units currently under warranty, historical and anticipated rates of warranty claims on those units, and cost per claim to satisfy our warranty obligation. The anticipated rate of warranty claims is the primary factor impacting our estimated warranty obligation. The other factors are less significant due to the fact that the average remaining aggregate warranty period of the covered installed base is approximately 16 months, repair parts are generally already in stock or available at pre-determined prices, and labor rates are generally arranged at pre-established amounts with service providers. Warranty claims are reasonably predictable based on historical experience of failure rates. If actual results differ from our estimates, we revise our estimated warranty liability to reflect such changes. Each quarter, we reevaluate our estimates to assess the adequacy of the recorded warranty liabilities and adjust the amounts as necessary.

Income Taxes—We are subject to income tax in the U.S. and numerous foreign jurisdictions. Significant judgments are required in determining the consolidated provision for income taxes. We calculate a provision for income taxes using the asset and liability method, under which deferred tax assets and liabilities are recognized by identifying the temporary differences arising from the different treatment of items for tax and accounting purposes. We provide related valuation allowances for deferred tax assets, where appropriate. Significant judgment is required in determining any valuation allowance against deferred tax assets. In assessing the need for a valuation allowance, we consider all available evidence for each jurisdiction, including past operating results, estimates of future taxable income, and the feasibility of ongoing tax planning strategies. In the event we determine all or part of the net deferred tax assets are not realizable in the future, we will make an adjustment to the valuation allowance that would be charged to earnings in the period such determination is made.

Significant judgment is also required in evaluating our uncertain tax positions. While we believe our tax return positions are sustainable, we recognize tax benefits from uncertain tax positions in the financial statements only when it is more likely than not that the positions will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits and a consideration of the relevant taxing authority's administrative practices and precedents. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact the provision for income taxes in the period in which such determination is made. The provision for income taxes includes the impact of reserve provisions and changes to reserves that are considered appropriate, as well as the related net interest and penalties. We believe we have provided adequate reserves for all uncertain tax positions.

Loss Contingencies—We are subject to the possibility of various losses arising in the ordinary course of business. We consider the likelihood of loss or impairment of an asset or the incurrence of a liability, as well as our ability to reasonably estimate the amount of loss, in determining loss contingencies. An estimated loss contingency is accrued when it is probable that an asset has been impaired or a liability has been incurred and the amount of loss can be reasonably estimated. We regularly evaluate current information available to us to determine whether such accruals should be adjusted and whether new accruals are required. Third parties have in the past asserted, and may in the future assert, claims or initiate litigation related to exclusive patent, copyright, and other intellectual property rights to technologies and related standards that are relevant to us. If any infringement or other intellectual property claim made against us by any third party is successful, or if we fail to develop non-infringing technology or license the proprietary rights on commercially reasonable terms and conditions, our business, operating results, and financial condition could be materially and adversely affected.

Inventories—We state our inventory at the lower of cost or market. We record a write-down for inventories of components and products, including third-party products held for resale, which have become obsolete or are in excess of anticipated demand or net realizable value. We perform a detailed review of inventory each fiscal quarter that considers multiple factors, including demand forecasts, product life cycle status, product development plans, current sales levels, and component cost trends. The industries in which we compete are

subject to demand changes. If future demand or market conditions for our products are less favorable than forecasted or if unforeseen technological changes negatively impact the utility of component inventory, we may be required to record additional write-downs, which would adversely affect our gross margin.

Recently Issued Accounting Pronouncements

See Note 2 of the Notes to the Audited Consolidated Financial Statements of Denali for a summary of recently issued accounting pronouncements that are applicable to our Consolidated Financial Statements.

UNAUDITED QUARTERLY RESULTS

The following tables present selected unaudited consolidated statements of income (loss) for each quarter of Fiscal 2016 and Fiscal 2015:

	Fiscal Year 2016			
	Successor			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in millions, except per share data)			
Net revenue	$ 13,538	$ 13,999	$ 13,667	$ 13,682
Gross margin	$ 2,237	$ 2,468	$ 2,507	$ 2,620
Net income (loss)	$ (504)	$ (265)	$ (180)	$ (155)
Earnings (loss) per share:				
Basic	$ (1.24)	$ (0.65)	$ (0.44)	$ (0.38)
Diluted	$ (1.24)	$ (0.65)	$ (0.44)	$ (0.38)
Weighted-average shares outstanding:				
Basic	405	405	405	405
Diluted	405	405	405	405

	Fiscal Year 2015			
	Successor			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(in millions, except per share data)			
Net revenue	$ 14,669	$ 14,825	$ 14,364	$ 14,261
Gross margin	$ 2,557	$ 2,763	$ 2,532	$ 2,356
Net income (loss)	$ (436)	$ (178)	$ (261)	$ (346)
Earnings (loss) per share:				
Basic	$ (1.08)	$ (0.44)	$ (0.64)	$ (0.85)
Diluted	$ (1.08)	$ (0.44)	$ (0.64)	$ (0.85)
Weighted-average shares outstanding:				
Basic	404	405	405	405
Diluted	404	405	405	405

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Denali is exposed to a variety of risks, including foreign currency exchange rate fluctuations and changes in the market value of investments. In the normal course of business, Denali employs established policies and procedures to manage these risks.

Foreign Currency Risk

During Fiscal 2016, the principal foreign currencies in which Denali transacted business were the Euro, Chinese Renminbi, Japanese Yen, British Pound, Canadian Dollar and Australian Dollar. Denali's objective in managing its exposures to foreign currency exchange rate fluctuations is to reduce the impact of adverse fluctuations associated with foreign currency exchange rate changes on earnings and cash flows. Accordingly, Denali utilizes foreign currency option contracts and forward contracts to hedge its exposure on forecasted transactions and firm commitments for certain currencies. Denali monitors its foreign currency exchange exposures to ensure the overall effectiveness of its foreign currency hedge positions. However, there can be no assurance that Denali's foreign currency hedging activities will continue to substantially offset the impact of fluctuations in currency exchange rates on the results of operations and financial position in the future.

Based on Denali's foreign currency hedge instruments outstanding, which include designated and non-designated instruments, as of January 29, 2016, there was a maximum potential one-day loss at a 95% confidence level in fair value of approximately $18 million using a Value-at-Risk, referred to as VAR, model. By using market implied rates and incorporating volatility and correlation among the currencies of a portfolio, the VAR model simulates 10,000 randomly generated market prices and calculates the difference between the fifth percentile and the average as the Value-at-Risk. The VAR model is a risk estimation tool and is not intended to represent actual losses in fair value that will be incurred. Additionally, as Denali utilizes foreign currency instruments for hedging forecasted and firmly committed transactions, a loss in fair value for those instruments is generally offset by increases in the value of the underlying exposure.

Interest Rate Risk

Denali is exposed to interest rate risk related to its debt and investment portfolios and financing receivables. Denali mitigates the risk related to its structured financing debt through the use of interest rate swaps to hedge the variability in cash flows related to the interest rate payments on such debt. Based on Denali's variable rate debt portfolio outstanding as of January 29, 2016, a 100 basis point increase in interest rates would result in an increase of approximately $51 million in annual interest expense.

Denali mitigates the risks related to its investment portfolio by investing primarily in high quality credit securities, limiting the amount that can be invested in any single issuer and investing in short-to-intermediate-term investments. Due to the nature of Denali's investment portfolio as of January 29, 2016, a 100 basis point increase or decrease in interest rates would not have a material impact on the fair value of this portfolio.

MANAGEMENT OF DENALI AFTER THE MERGER

Board of Directors

Denali's business and affairs will be managed under the direction of the Denali board of directors. Pursuant to the Denali certificate, as described under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Board of Directors—Number, Election and Removal of Directors and Filling Vacancies*," and the Denali stockholders agreement, as described under "*Certain Relationships and Related Transactions—Denali Stockholders Agreement*," the Denali board of directors will consist of three classes, the Group I directors, referred to as the Group I Directors, the Group II directors, referred to as the Group II Directors, and the Group III directors, referred to as the Group III Directors. Following the completion of the merger and prior to an initial public offering of DHI Group common stock, Denali's stockholders will be entitled to elect, remove and fill vacancies in respect of members of the Denali board of directors as follows:

- *Group I Directors.* The Group I Directors will initially number three. The holders of Denali common stock (other than the holders of Class D Common Stock) voting together as a single class, will be entitled to elect, vote to remove or fill any vacancy in respect of any Group I Director. The number of Group I Directors can be increased (to no more than seven) or decreased (to no less than three) by action of the Denali board of directors that includes the affirmative vote of (1) a majority of the Denali board of directors, (2) a majority of the Group II Directors and (3) a majority of the Group III Directors. Any newly created directorship on the Denali board of directors with respect to the Group I Directors that results from an increase in the number of Group I Directors may be filled by the affirmative vote of a majority of the Denali board of directors then in office; provided that a quorum is present, and any other vacancy occurring on the Denali board of directors with respect to the Group I Directors may be filled by the affirmative vote of a majority of the Denali board of directors then in office, even if less than a quorum, or by a sole remaining director. A majority of the Denali common stock (other than the Class D Common Stock), voting together as a single class, will be entitled to remove any Group I Director with or without cause at any time. In the event that the Denali board of directors consists of a number of directors entitled to an aggregate amount of votes that is less than seven, the number of Group I Directors will automatically be increased to such number as is necessary to ensure that the voting power of the Denali board of directors is equal to an aggregate of seven votes (assuming, for each such calculation, full attendance by each director). The number of votes the Group I Directors, the Group II Directors and the Group III Directors are respectively entitled to is described below.
- *Group II Directors.* The Group II Directors will initially number one. Until a Designation Rights Trigger Event (as defined under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*") has occurred with respect to the Class A Common Stock, the holders of Class A Common Stock will have the right, voting separately as a class, to elect up to three Group II Directors, and, voting separately as a class, will solely be entitled to elect, vote to remove without cause or fill any vacancy in respect of any Group II Director. Upon the occurrence of a Designation Rights Trigger Event with respect to the Class A Common Stock, the rights of the Class A Common Stock described in this paragraph will immediately terminate and no right to elect Group II Directors will thereafter attach to the Class A Common Stock. The number of Group II Directors may be increased (to no more than three) by action of the Group II Directors or vote of the holders of Class A Common Stock, voting separately as a class, or decreased (to no less than one) by vote of the holders of Class A Common Stock, voting separately as a class. In the case of any vacancy or newly created directorship occurring with respect to the Group II Directors, such vacancy will only be filled by the vote of the holders of the outstanding Class A Common Stock, voting separately as a class. The holders of Class A Common Stock, voting separately as a class, will be entitled to remove any Group II Director with or without cause at any time.
- *Group III Directors.* The Group III Directors will initially number two. Until a Designation Rights Trigger Event (as defined under "*Comparison of Rights of Denali Stockholders and EMC*

Shareholders—Definitions") has occurred with respect to the Class B Common Stock, the holders of Class B Common Stock will have the right, voting separately as a class, to elect up to three Group III Directors, and, voting separately as a class, will solely be entitled to elect, vote to remove without cause or fill any vacancy in respect of any Group III Director. Upon the occurrence of a Designation Rights Trigger Event with respect to the Class B Common Stock, the rights of the Class B Common Stock described in this paragraph will immediately terminate and no right to elect Group III Directors will thereafter attach to the Class B Common Stock. The number of Group III Directors may be increased (to no more than three) by action of the Group III Directors or vote of the holders of Class B Common Stock, voting separately as a class, or decreased (to no less than one) by vote of the holders of Class B Common Stock, voting separately as a class. In the case of any vacancy or newly created directorship occurring with respect to the Group III Directors, such vacancy or newly created directorship will only be filled by the vote of the holders of the outstanding Class B Common Stock, voting separately as a class. The holders of Class B Common Stock, voting separately as a class, will be entitled to remove any Group III Director with or without cause at any time.

Elections of the members of the Denali board of directors will be held annually at the annual meeting of Denali stockholders and each director will be elected for a term commencing on the date of that director's election and ending on the earliest of (1) the date that director's successor is elected and qualified, (2) the date of that director's death, resignation, disqualification or removal, (3) solely in the case of the Group II Directors, the occurrence of a Designation Rights Trigger Event (as defined under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*") with respect to the Class A Common Stock and (4) solely in the case of the Group III Directors, the occurrence of a Designation Rights Trigger Event with respect to the Class B Common Stock.

In addition, pursuant to the Denali certificate and the Denali stockholders agreement, the Group I Directors, the Group II Directors and the Group III Directors will be entitled to the following number of votes while serving on the Denali board of directors:

- each Group I Director will be entitled to cast one vote;
- each Group II Director will be entitled to cast that number of votes (or a fraction thereof) equal to the quotient obtained by dividing (1) the Aggregate Group II Director Votes (as defined under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*"), which will initially equal seven (7), by (2) the number of Group II Directors then in office; and
- each Group III Director will be entitled to cast that number of votes (or a fraction thereof) equal to the quotient obtained by dividing (1) the Aggregate Group III Director Votes (as defined under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*"), which will initially equal three (3), by (2) the number of Group III Directors then in office.

Michael S. Dell will be the sole Group II Director immediately following the completion of the merger and Mr. Dell will therefore possess enough votes as a director to pass any matter submitted to a vote of the Denali board of directors other than those matters that also require the approval of the Capital Stock Committee or the audit committee. Egon Durban and Simon Patterson are expected to be the sole Group III Directors following the completion of the merger.

Pursuant to the Denali stockholders agreement, the MD stockholders and the SLP stockholders will agree to vote their shares in favor of the Group I Director nominees they jointly designate.

The composition of the Denali board of directors will be governed pursuant to the terms of the Denali certificate and the Denali stockholders agreement, pursuant to which the board of directors immediately following the completion of the merger is expected to consist of Mr. Dell as the sole initial Group II Director and Messrs. Durban and Patterson as the initial Group III Directors.

Denali does not expect to identify all of the initial Group I Directors before the special meeting. However, Denali is obligated under the merger agreement to appoint all of the initial Group I Directors as of the completion of the merger. Denali will disclose the identities of the Group I Directors in the public filings it makes with the SEC when they are determined but in any event before the completion of the merger. Each of the Group I Directors is expected to qualify as independent under the current listing standards of the NYSE and SEC rules and regulations.

The following table summarizes certain features relating to the election, number and voting power of members of the Denali board of directors:

Denali Director Group	Stockholders Entitled to Vote in Election of Such Director Group		Initial Number of Directors Constituting Such Director Group	Total Number of Votes Initially Entitled to be Cast by Director Group	Initial Percentage of Board Votes by Director Group
	Series	% of Total Votes Expected to Be Cast in Director Election			
Group I	Class A	73%	Three	Three (one per Group I director)	23%
	Class B	23%			
	Class C	*			
	Class V	4%			
Group II	Class A	100%	One (Mr. Dell)	Seven (regardless of the number of Group II directors)	54%
Group III	Class B	100%	Two (Messrs. Durban and Patterson)	Three (regardless of the number of Group III directors)	23%

* Less than 1%.

Director Independence

Because Denali will be a "controlled company" under the rules of the NYSE, Denali is not required to have a majority of the Denali board of directors consist of "independent directors," as defined under the rules of the NYSE, nor is the Denali board of directors required to include a compensation committee or a nominating and corporate governance committee. Denali does not expect that a majority of its directors following the completion of the merger will be independent directors. If such rules change in the future or Denali no longer satisfies the requirements necessary to be a controlled company under applicable NYSE rules, Denali will change the composition of its board of directors and its committees accordingly in order to comply with such rules.

Committees of the Board of Directors

Upon the completion of the merger, the Denali board of directors will establish an executive committee, an audit committee and a capital stock committee composed of the directors set forth below. Pursuant to the Denali stockholders agreement, until a Designation Rights Trigger Event (as defined under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*") has occurred with respect to the Class A Common Stock, each committee of the Denali board of directors other than the audit committee and the capital stock committee will include at least one Group II Director and, until a Designation Rights Trigger Event has occurred with respect to the Class B Common Stock, each committee of the Denali board of directors other than the audit committee and the capital stock committee will include at least one Group III Director. Each committee of the Denali board of directors will further include such additional members as determined by the Denali board of directors.

The composition and responsibilities of each of the committees of the Denali board of directors is further described below. Members will serve on these committees until their resignation or, subject to the membership requirements described above, until otherwise determined by the Denali board of directors.

Audit Committee

The audit committee of the Denali board of directors is expected to initially consist of the directors to be appointed as Group I Directors prior to the completion of the merger. Under the rules of the NYSE, the membership of the audit committee will be required to consist entirely of independent directors, subject to applicable phase-in periods. Pursuant to the Denali stockholders agreement, the membership of the audit committee will be required to consist entirely of the Group I Directors, each of whom are required to be independent under the current listing standards of the NYSE and SEC rules and regulations (as determined by the Denali board of directors). Each member of the audit committee of the Denali board of directors will meet the financial literacy requirements of the listing standard of the NYSE and one member of the audit committee will be an audit committee financial expert within the meaning of Item 407(d) of Regulation S-K under the Securities Act. The audit committee of the Denali board of directors will, among other things:

- elect a qualified firm to serve as the independent registered public accounting firm to audit Denali's financial statements;
- assess the independence and performance of the independent registered public accounting firm;
- discuss the scope and results of the audit with the independent registered public accounting firm, and review, with management and the independent registered public accounting firm, Denali's interim and year-end operating results;
- develop procedures for employees to submit concerns anonymously about questionable accounting or audit matters;
- review Denali's policies on risk assessment and risk management;
- review related party transactions;
- obtain and review a report by the independent registered public accounting firm at least annually, that describes Denali's internal control procedures, any material issues with such procedures, and any steps taken to deal with such issues; and
- approve (or, as permitted, pre-approve) all audit and all permissible non-audit services, other than *de minimis* non-audit services, to be performed by the independent registered public accounting firm.

The audit committee will operate under a written charter, to be effective prior to the completion of the merger, that satisfies the applicable rules of the SEC and the listing standards of the NYSE.

Capital Stock Committee

Pursuant to the Denali certificate and the Denali bylaws, the capital stock committee will consist of a majority of independent directors under the listing standards of the NYSE and SEC rules and regulations (as determined by the Denali board of directors). The membership of the capital stock committee of the Denali board of directors is expected to be determined prior to the completion of the merger. Each director serving on the capital stock committee will have one vote on all matters presented to such committee.

The capital stock committee will have such powers, authority and responsibilities as may be granted by the Denali board of directors in connection with the adoption of general policies governing the relationship between business groups or otherwise, including such powers, authority and responsibilities granted by the Denali board of directors with respect to, among other things: (1) the business and financial relationships between the DHI Group (or any business or subsidiary allocated to it) and the Class V Group (or any business or subsidiary allocated to it) and (2) any matters arising in connection therewith.

In addition, the Denali board of directors may not approve any (1) investment made by or attributed to the Class V Group, including any investment of any dividends received on the VMware common stock attributed to

the Class V Group, other than (i) investments made by VMware or (ii) any reallocation related to the Retained Interest Dividend Amount or Retained Interest Redemption Amount, (2) allocation of any acquired assets, businesses or liabilities to the Class V Group, (3) allocation or reallocation of any assets, businesses or liabilities from one group to the other (other than a pledge of any assets of one group to secure obligations of the other, or any foreclosure on the assets subject to such a pledge), or (4) resolution, or the submission to the Denali stockholders of any resolution, setting forth an amendment to the Denali certificate to increase the number of authorized shares of Class V Common Stock or any series thereof at any time the common stock of VMware is publicly traded and VMware is required to file reports under Sections 13 and 15(d) of the Exchange Act, in each case, without the approval of the capital stock committee. Any determination by the Denali board to amend, modify or rescind such general policies may only become effective with the approval of the capital stock committee.

Finally, for so long as any shares of Class V Common Stock remain outstanding, the provisions of the Denali bylaws creating the capital stock committee may not be amended or repealed (1) by the Denali stockholders unless such action has received the affirmative vote of the holders of record (other than shares held by Denali's affiliates), as of the record date for the meeting at which such vote is taken, of (i) Class V Common Stock representing a majority of the aggregate voting power (other than shares held by the Denali's affiliates) of Class V Common Stock present at such meeting and entitled to vote thereon voting together as a separate class and (ii) Denali common stock representing a majority of the aggregate voting power of the Denali common stock present, in person or by proxy, at such meeting and entitled to vote thereon or (2) by any action of the Denali board. See "*Description of Denali Tracking Stock Policy*."

Executive Committee

Pursuant to the Denali stockholders agreement, the executive committee will consist entirely of at least one Group II Director and one Group III Director. Following the completion of the merger, the executive committee of the Denali board of directors is expected to initially consist of Messrs. Dell and Durban. The voting power of the Group II Directors and Group III Directors on the executive committee will be proportionate to their respective voting power on the Denali board of directors. The executive committee of the Denali board of directors will, among other things,

- provide our executive officers with advice and input regarding the operations and management of our business; and
- consider and make recommendations to the Denali board of directors regarding Denali's business strategy.

The executive committee of the Denali board of directors will be delegated the power and authority of the Denali board of directors over the following matters to the fullest extent permitted under Delaware law:

- review and approval of acquisitions and dispositions by Denali and its subsidiaries, excluding dispositions of shares of VMware common stock;
- review and approval of the annual budget and business plan of Denali and its subsidiaries;
- the incurrence of indebtedness by Denali and its subsidiaries, to the extent that such incurrence requires approval of the Denali board of directors;
- the entering into of material commercial agreements, joint ventures and strategic alliances by Denali and its subsidiaries;
- acting as the compensation committee of the Denali board of directors, including (1) reviewing and approving compensation policy for Denali's senior executives and directors and approving (or making recommendations to the full Denali board of directors to approve) cash and equity compensation for Denali's senior executives and directors, (2) the appointment and removal of senior executives of

Denali and its subsidiaries, (3) reviewing and approving recommendations regarding aggregate salary and bonus budgets and guidelines for other employees, and (4) acting as administrator of Denali's equity and cash compensation plans;

- the adoption of employee benefit plans by Denali and its subsidiaries, to the extent that such action requires approval of the Denali board of directors;
- the redemption or repurchase by Denali of DHI Group common stock;
- the commencement and settlement by Denali and its subsidiaries of material litigation; and
- such other matters as may be delegated by the Denali board of directors to the executive committee.

Management Information

The following table sets forth the name, age as of May 15, 2016, and expected position of each person who is anticipated as of the date of this proxy statement/prospectus to serve as an executive officer or director of Denali after the completion of the merger.

Name	Age	Position
Michael S. Dell	51	Chief Executive Officer, Chairman of the Board and Group II Director
Jeremy Burton	48	Chief Marketing Officer
Jeffrey W. Clarke	53	Vice Chairman and President, Operations and Client Solutions
Howard D. Elias	58	President, Global Services and IT
David I. Goulden	56	President, Enterprise Systems Group
Marius Haas	49	President and Chief Commercial Officer
Steven H. Price	54	Chief Human Resources Officer
Karen H. Quintos	52	Chief Customer Officer
Rory Read	54	Chief Integration Officer
Richard J. Rothberg	53	General Counsel
John A. Swainson	61	President, Dell Software
Thomas W. Sweet	56	Chief Financial Officer
Suresh C. Vaswani	56	President, Dell Services
Egon Durban	42	Group III Director
Simon Patterson	43	Group III Director

Additional information about the individuals who will serve as executive officers or directors after the completion of the merger is set forth below. Also described below are the experience, qualifications, attributes and skills of each individual who will serve as a director after the merger that our board of directors considered in determining that such individual should serve on the board.

Michael S. Dell — Mr. Dell serves as Chairman of the Board and Chief Executive Officer of Dell and, since the closing of Dell's going-private transaction in October 2013, Denali. Mr. Dell has held the title of Chairman of the Board of Dell since he founded the company in 1984. Mr. Dell also served as Chief Executive Officer of Dell Inc. from 1984 until July 2004 and resumed that role in January 2007. In 1998, Mr. Dell formed MSD Capital for the purpose of managing his and his family's investments, and, in 1999, he and his wife established the Michael & Susan Dell Foundation to provide philanthropic support to a variety of global causes. He is an honorary member of the Foundation Board of the World Economic Forum and is an executive committee member of the International Business Council. He serves as a member of the Technology CEO Council and is a member of the U.S. Business Council and the Business Roundtable. He also serves on the governing board of the Indian School of Business in Hyderabad, India, and is a board member of Catalyst, Inc., a non-profit organization that promotes inclusive workplaces for women. In June 2014, Mr. Dell was named the United Nations foundation's first Global Advocate for Entrepreneurship. See "*—Settlement of SEC Proceeding with Mr. Dell*"

below for information about legal proceedings to which Mr. Dell has been a party. The board selected Mr. Dell to serve as a director because of his leadership experience as founder, chairman and Chief Executive Officer of Dell and his deep technology industry experience.

Jeremy Burton — Mr. Burton is expected to serve as the Chief Marketing Officer of Denali after the completion of the merger, responsible for brand, events, marketing analytics and communications. Mr. Burton has been EMC's President, Products and Marketing since March 2014. He was Executive Vice President, Product Operations and Marketing from July 2012 to March 2014. Mr. Burton joined EMC in March 2010 as Chief Marketing Officer. Prior to joining EMC, Mr. Burton was President and Chief Executive Officer of Serena Software, Inc., a global independent software company. Previously, Mr. Burton was Group President of the Security and Data Management Business Unit of Symantec Corporation, a provider of security, storage and systems management solutions, where he was responsible for the company's $2 billion Enterprise Security product line. Prior to his service in that role, he served as Executive Vice President of the Data Management Group at VERITAS Software Corporation (now a part of Symantec) where he was responsible for the company's backup and archiving products. He also served as the Chief Marketing Officer of VERITAS. Earlier in his career, Mr. Burton spent nearly a decade at Oracle Corporation, a large enterprise software company, ultimately in the role of Senior Vice President of Product and Services Marketing.

Jeffrey W. Clarke — Mr. Clarke is expected to serve as Vice Chairman and President, Operations and Client Solutions after the completion of the merger, leading the global supply chain and client solutions organizations. Mr. Clarke has served in this role since January 2009, in which he has been responsible for global manufacturing, procurement and supply chain activities worldwide, as well as the engineering, design and development of desktop PCs, notebooks, and workstations for customers ranging from consumers and small and medium-sized businesses to large corporate enterprises. In addition, Mr. Clarke currently leads customer support, sales operations, commerce services functions, and IT planning and governance globally for Dell. From January 2003 until January 2009, Mr. Clarke served as Senior Vice President, Business Product Group. From November 2001 to January 2003, Mr. Clarke served as Vice President and General Manager, Relationship Product Group. In 1995, Mr. Clarke became the director of desktop development. Mr. Clarke joined Dell in 1987 as a quality engineer and has served in a variety of other engineering and management roles.

Howard D. Elias — Mr. Elias is expected to serve as President, Global Services and IT, after the completion of the merger. Mr. Elias has been EMC's President and Chief Operating Officer, Global Enterprise Services since January 2013 and was President and Chief Operating Officer, EMC Information Infrastructure and Cloud Services from September 2009 to January 2013. Since October 2015, Mr. Elias has also been responsible for leading the development of EMC's integration plans in connection with the proposed transaction with Denali. Previously, Mr. Elias served as President, EMC Global Services and EMC Ionix from September 2007 to September 2009. Mr. Elias served as Executive Vice President, Global Services and Resource Management Software Group from May 2006 to September 2007 and served as Executive Vice President, Global Marketing and Corporate Development from January 2006 to May 2006. He served as Executive Vice President, Corporate Marketing, Office of Technology and New Business Development from January 2004 to January 2006. Prior to joining EMC, Mr. Elias served in various capacities at Hewlett-Packard Company, a provider of information technology products, services and solutions for enterprise customers, most recently as Senior Vice President of Business Management and Operations in the Enterprise Systems Group. Mr. Elias is a director of TEGNA Inc., which is comprised of a dynamic portfolio of media and digital businesses.

David I. Goulden — Mr. Goulden is expected to serve as President, Enterprise Systems Group after the completion of the merger, responsible for the global infrastructure organization, including servers, storage, networking, converged infrastructure and solutions. Mr. Goulden has been EMC's Chief Executive Officer of EMC Information Infrastructure business since January 2014. Prior to his service in that role, he was President and Chief Operating Officer, overseeing EMC's business units as well as Global Sales and Customer Operations, Global Services, Global Marketing and G&A functions, since July 2012. Mr. Goulden previously served as Executive Vice President and Chief Financial Officer from August 2006 to July 2012 and as Executive Vice

President, Customer Operations from April 2004 to August 2006. He also served as Executive Vice President, Customer Solutions and Marketing and New Business Development from November 2003 to April 2004. Prior to joining EMC in 2002, Mr. Goulden served in various capacities at Getronics N.V., an information technology services company, most recently as a member of the Board of Management, President and Chief Operating Officer for the Americas and Asia Pacific.

Marius Haas — Mr. Haas is expected to serve as Denali's President and Chief Commercial Officer after the completion of the merger, responsible for the global go-to-market organization serving commercial customers. Mr. Haas has been Chief Commercial Officer and President, Enterprise Solutions since 2012, leading the Dell sales and marketing teams in delivering innovative and practical technology solutions to consumers, small and medium-sized businesses, Dell partners, public institutions and large enterprises worldwide. He is also responsible for worldwide engineering, design, development and marketing of Dell enterprise products, including servers, networking and storage systems. Mr. Haas came to Dell in 2012 from Kohlberg Kravis Roberts & Co. L.P, a global investment firm, where he was responsible for identifying and pursuing new investments, with a particular focus on the technology sector, and was responsible for supporting existing portfolio companies with operational expertise. Before his service in that role, Mr. Haas served at Hewlett-Packard Networking Division as Senior Vice President and Worldwide General Manager from 2008 to 2011 and as Senior Vice President of Strategy and Corporate Development from 2003 to 2008. Mr. Haas serves on the Board of Directors for the US-China Business Council.

Steven H. Price — Mr. Price is expected to serve as Denali's Chief Human Resources Officer after the completion of the merger, responsible for overall human resources strategy in support of the purpose, values and business initiatives of Denali. He will also responsible for developing and driving people strategy and fostering an environment where the global Dell team thrives. Mr. Price has been Dell's Senior Vice President, Human Resources since June 2010. Mr. Price joined Dell in February 1997 and has played leadership roles throughout the HR organization, including Vice President of HR for the global Consumer business, Global Talent Management and Americas Human Resources. From November 2006 until June 2010, he served as Vice President, Human Resources Dell Global Consumer Group. Mr. Price served as Vice President, Human Resources Dell Americas Business Group from January 2003 until November 2006, as Vice President, Human Resources Global HR Operations from July 2001 until January 2003, and as Vice President, Human Resources Dell EMEA from May 1999 until July 2001. Prior to joining Dell in 1997, Mr. Price spent 13 years with SC Johnson Wax, a producer of consumer products based in Racine, Wisconsin. Having started his career there in sales, he later moved into HR, where he held a variety of senior positions.

Karen H. Quintos — Ms. Quintos is expected to serve as Chief Customer Officer for Denali, responsible for leading revenue and margin-enhancing programs, ensuring consistent customer experience across multiple channels, and driving strategies to strengthen and build profitable customer relationships. Ms. Quintos will also lead corporate citizenship, including social responsibility, entrepreneurship and diversity. Ms. Quintos has been Senior Vice President and Chief Marketing Officer (CMO) for Dell since September 2010, where she led marketing for Dell's global commercial business, brand strategy, global communications, social media, corporate responsibility, customer insights, marketing talent development and agency management. Before becoming CMO, Ms. Quintos served as Vice President of Dell's global public business, from January 2008 to September 2010, and was responsible for driving global marketing strategies, product and pricing programs, communications, and channel plans. She has also held various executive roles in marketing to small and medium-sized businesses and in Dell's Services and Supply Chain Management teams since joining Dell in 2000. She came to Dell from Citigroup, Inc., an investment banking and financial services company, where she served as Vice President of Global Operations and Technology. She also spent 12 years with Merck & Co., a manufacturer and distributor of pharmaceuticals, where she held a variety of leadership roles in marketing, planning, operations, and supply chain management. She has served on multiple boards of directors and currently serves on the boards of Lennox International, the Susan G. Komen for the Cure, and Penn State's Smeal Business School.

Rory Read — Mr. Read serves as Denali's Chief Integration Officer, and is expected to continue to serve as Denali's Chief Integration Officer after the completion of the merger. Mr. Read has served in his present role

since October 2015, and is responsible for leading the development of Denali's integration plans in connection with the proposed transaction with EMC. Mr. Read joined Denali in March 2015, acting as Chief Operating Officer and President of Worldwide Commercial Sales, where he was responsible for cross-business unit and country-level operational planning, building and leading Dell's best-in-class sales engine, and overseeing the strategy for the company's global channel team, system integrator partners and direct sales force. Prior to joining Dell, Mr. Read served as President and Chief Executive Officer at Advanced Micro Devices, Inc., a technology company, from August 2011 to October 2014, where he also served as a member of the board of directors. Before that service, he spent over five years as President and Chief Operating Officer at Lenovo Group Ltd., a computer technology company, and also held various leadership roles at International Business Machines Corporation (IBM), a technology and consulting company, for 23 years.

Richard J. Rothberg — Mr. Rothberg serves as General Counsel and Secretary for Denali. In this role, in which he has served since November 2013, Mr. Rothberg oversees the global legal department and manages government affairs, and compliance and ethics for Denali and Dell. He is also responsible for global security. Mr. Rothberg joined Dell in 1999 and has served in key leadership roles in the legal department. He served as Vice President of Legal, supporting business in the Europe, Middle East and Africa region before moving to Singapore in 2008 as Vice President of Legal for the Asia-Pacific and Japan region. Mr. Rothberg returned to the United States in 2010 to serve as Vice President of Legal for the North America and Latin America regions. In this role, he was lead counsel for sales and operations in the Americas and for the enterprise solutions, software and end-user computing business units. He also led the government affairs organization worldwide. Prior to joining Dell, Mr. Rothberg spent nearly eight years in senior legal roles at Caterpillar Inc., an equipment manufacturing company, and was also an attorney for IBM Credit Corporation and for Rogers & Wells, a law firm.

John A. Swainson — Mr. Swainson joined Dell in February 2012. He currently serves as President of Dell's Software Group. Immediately prior to joining Dell, Mr. Swainson was a Senior Advisor to Silver Lake Partners, a global private equity firm, from May 2010 to February 2012. From February 2005 until December 2009, Mr. Swainson served as Chief Executive Officer and Director of CA, Inc., an enterprise software company. Before joining CA, Inc., Mr. Swainson worked for IBM for over 26 years, where he held various management positions in the United States and Canada, including seven years in the role of General Manager of the Application Integration Middleware Division. Mr. Swainson currently serves on the board of directors of Visa Inc., a financial services corporation. Mr. Swainson also served on the boards of directors of Cadence Design Systems, Inc., a software and engineering services company, from February 2006 to May 2012, Assurant Inc., an insurance company, from May 2010 to May 2012, and Broadcom Corporation, a semi-conductor company in the communications business, from August 2010 to May 2012.

Thomas W. Sweet — Mr. Sweet serves as Chief Financial Officer of Denali. In this role, in which he has served since January 2014, he is responsible for all aspects of Dell's finance function, including accounting, financial planning and analysis, tax, treasury and investor relations, and for corporate strategy and development. Mr. Sweet joined Dell in 1997 and served in a variety of finance leadership roles, including as corporate controller and chief accounting officer from May 2007 to January 2014. Prior to his service in those roles, Mr. Sweet served as Finance Vice President responsible for overall finance activities within the corporate business, education, government and healthcare business units of Dell. Mr. Sweet also has served as head of internal audit. Prior to joining Dell, Mr. Sweet was Vice President, Accounting and Finance, for Telos Corporation, an information technology consulting company and, before assuming that position, spent 13 years with Price Waterhouse, a professional services firm, in a variety of roles primarily focused on providing audit and accounting services to the technology industry.

Suresh C. Vaswani — Mr. Vaswani joined Dell in April 2011, and was named President of Services, the global IT services and business solutions unit of Dell, in December 2012. With over 25 years of leadership experience in the global IT industry, he provides strategic leadership to grow and expand Dell Services and is responsible for developing and delivering end-to-end scalable IT services and business solutions that help

customers accelerate innovation and achieve business results. From April 2011 to December 2012, Mr. Vaswani led the global Applications & Business Process Outsourcing services business for Dell Services, where he was responsible for building solutions for the future, utilizing next-generation technologies and service models. His additional responsibilities include service as Chairman of Dell India. Prior to joining Dell, Mr. Vaswani was joint-CEO of the IT business of Wipro Limited, a software and technology services provider, and served as a member of the board of directors of that company.

Egon Durban — Mr. Durban has been a member of the boards of directors of Dell and Denali since the closing of Dell's going-private transaction in October 2013. Mr. Durban is a Managing Partner and Managing Director of Silver Lake Partners, a global private equity firm. Mr. Durban joined Silver Lake Partners in 1999 as a founding principal and is based in the firm's Menlo Park office. He has previously worked in the firm's New York office, as well as the London office, which he launched and managed from 2005 to 2010. Mr. Durban serves on the board of directors of Intelsat S.A., a communications satellite services provider, and is chairman of the board of directors of William Morris Endeavor Entertainment, an entertainment and media company. Previously, he served on the board of directors of Skype Global S.à r.l., a communications services provider, was the chairman of its operating committee, served on the supervisory board and operating committee of NXP B.V., a manufacturer of semiconductor chips, and served on the board of directors of MultiPlan Inc., a provider of healthcare cost management solutions. Mr. Durban currently serves on the board of directors of Tipping Point, a poverty-fighting organization that identifies and funds leading non-profit programs in the Bay Area to assist individuals and families in need. Prior to joining Silver Lake Partners, Mr. Durban worked in Morgan Stanley's investment banking division. While at Morgan Stanley, Mr. Durban organized and led a joint initiative between the Corporate Finance Technology Group and the Mergers and Acquisitions Financial Sponsors Group to analyze and present investment opportunities in the technology industry. Previously, Mr. Durban worked in Morgan Stanley's Corporate Finance Technology and Equity Capital Markets groups. The board selected Mr. Durban to serve as a director because of his strong experience in technology and finance, and his extensive knowledge of and years of experience in global strategic leadership and management of multiple companies.

Simon Patterson — Mr. Patterson has been a member of the boards of directors of Dell and Denali since the closing of Dell's going-private transaction in October 2013. Mr. Patterson is a Managing Director of Silver Lake Partners, which he joined in 2005. Mr. Patterson previously worked at Global Freight Exchange Limited, an electronic information and reservation systems for the air freight industry that was acquired by Descartes Systems Group, the Financial Times Group, a provider of business information, news and services, and McKinsey & Company, a management consulting firm. Mr. Patterson also serves on the boards of directors of Intelsat S.A. and N Brown Group plc, a digital fashion retailer, and on the board of trustees of the U.K. Natural History Museum. Previously, he served on the boards of directors of Skype Global S.à r.l., Gerson Lehrman Group, Inc., an online platform for professional learning, and MultiPlan, Inc. The board selected Mr. Patterson to serve as a director because of his extensive knowledge of and years of experience in finance, technology and global operations.

Settlement of SEC Proceeding with Mr. Dell

On October 13, 2010, a federal district court approved settlements by Dell and Mr. Dell with the SEC resolving an SEC investigation into Dell's disclosures and alleged omissions before fiscal year 2008 regarding certain aspects of its commercial relationship with Intel Corporation and into separate accounting and financial reporting matters. Dell and Mr. Dell entered into the settlements without admitting or denying the allegations in the SEC's complaint, as is consistent with common SEC practice. The SEC's allegations with respect to Mr. Dell and his settlement were limited to the alleged failure to provide adequate disclosures with respect to Dell's commercial relationship with Intel Corporation prior to fiscal year 2008. Mr. Dell's settlement did not involve any of the separate accounting fraud charges settled by Dell and others. Moreover, Mr. Dell's settlement was limited to claims in which only negligence, and not fraudulent intent, is required to establish liability, as well as secondary liability claims for other non-fraud charges. Under his settlement, Mr. Dell consented to a permanent injunction against future violations of these negligence-based provisions and other non-fraud based provisions

related to periodic reporting. Specifically, Mr. Dell consented to be enjoined from violating Sections 17(a)(2) and (3) of the Securities Act and Rule 13a-14 under the Exchange Act, and from aiding and abetting violations of Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1 and 13a-13 under the Exchange Act. In addition, Mr. Dell agreed to pay a civil monetary penalty of $4 million, which has been paid in full. The settlement did not include any restrictions on Mr. Dell's continued service as an officer or director of Dell.

Director Independence

Subject to an exemption available to a "controlled company," the rules of the NYSE require that a majority of a listed company's board of directors be composed of "independent directors," as defined in those rules, and that such independent directors exercise oversight responsibilities with respect to director nominations and executive compensation. Such rules define a "controlled company" as "a company of which more than 50% of the voting power is held by an individual, a group or another company." After the completion of the merger, Mr. Dell, Silver Lake Partners and their respective affiliates constitute a group that will beneficially own shares of Denali's Class A Common Stock representing more than 50% of voting power of Denali's shares eligible to vote in the election of Denali's directors. Denali will therefore qualify as a "controlled company" and will be able to rely on the controlled company exemption from these provisions.

In reliance on the "controlled company" exemption, Denali expects that after the merger it will not have a board consisting of a majority of independent directors and that it will not establish fully independent compensation and nominating committees. Accordingly, you may not have the same protections afforded to stockholders of companies such as EMC that are subject to all of these corporate governance requirements. In the event that Denali ceases to be a "controlled company" and the Class V Common Stock continues to be listed on the NYSE, Denali will be required to comply with these provisions within the applicable transition periods. Even though Denali will be a "controlled company" for purposes of the rules of the NYSE, it will be required to comply with the rules of the SEC and the NYSE relating to the membership, qualifications and operations of the audit committee of the board of directors, including the requirement that, after an initial phase-in period, the audit committee be composed of at least three directors who meet the independence requirements under the rules for membership on that committee. Denali expects that each individual initially appointed to serve as Group I Directors after the merger will serve on Denali's audit committee, will qualify as an independent director and will satisfy the other requirements for audit committee membership under such rules.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis of Denali

Introduction

The following discussion is intended to provide stockholders with an understanding of Denali's compensation philosophy, its core principles and the compensation in effect during the fiscal year ended January 29, 2016, or Fiscal 2016, for the executive officers of Denali who are both (1) among the executive officers identified in the Summary Compensation Table and (2) expected to be executive officers of Denali following the completion of the merger. We refer to the executive officers identified in the Summary Compensation Table as the Denali named executive officers, or Denali NEOs.

As described above under "*Management of Denali After the Merger—Management Information*," David I. Goulden and Jeremy Burton are also expected to be executive officers of Denali following the completion of the merger. Based on the total compensation paid by EMC to Messrs. Goulden and Burton for EMC's most recent fiscal year, both individuals would have been NEOs of Denali for Fiscal 2016 had they been serving as executive officers of Denali as of the last day of Fiscal 2016. For more information about the compensation paid by EMC to these individuals for the EMC fiscal year ended December 31, 2015, see EMC's annual report on Form 10-K/A for the year then ended, which is incorporated by reference into this proxy statement/prospectus. We refer to Messrs. Goulden and Burton, collectively with the Denali NEOs, as the NEOs.

Executive Compensation Philosophy and Core Objectives

The compensation committee of the board of directors of Denali and of the board of directors of Dell, referred to collectively as the Compensation Committee, is responsible for reviewing, approving and administering compensation programs for executive officers that ensure an appropriate link between pay and performance, while appropriately balancing risk. The Compensation Committee seeks to increase stockholder value by rewarding performance and ensuring that Denali can attract and retain the best executive talent through adherence to the following core compensation objectives:

- aligning the interests of executive officers with those of Denali's owners by emphasizing long-term, performance-dependent compensation;
- providing appropriate cash incentives for achieving Denali's financial goals and strategic objectives;
- creating a culture of meritocracy by linking awards to individual and company performance; and
- providing compensation opportunities that are competitive with companies with which Denali competes for talent.

Following the completion of the merger, the Compensation Committee is expected to initially consist of Messrs. Dell and Durban.

Executive Officer Compensation

Elements of Total Compensation Package —The primary components of Denali's compensation program for executive officers consist of base salary, annual incentive bonuses, long-term equity and cash incentives, benefits and limited perquisites, as discussed below. Denali does not target a fixed mix of pay for executive officers, but instead evaluates each executive officer individually, and may consider factors such as individual responsibility, market practices, and internal equity considerations. Because executive officers are in a position to directly influence Denali's performance, a significant portion of their compensation is delivered in the form of short-term and long-term incentives.

Compensation Consultants — The Compensation Committee did not engage independent compensation consultants to advise on executive officer compensation matters for Fiscal 2016.

Process for Evaluating Executive Officer Compensation — Each year, Denali's management, including Mr. Dell, conducts a subjective evaluation of each executive officer's performance and then makes a recommendation to the Compensation Committee regarding compensation payable to such officer for the current year. The Compensation Committee, of which Mr. Dell currently is a member, then determines the individual compensation elements and amount of each element for Mr. Dell and each of Denali's other executive officers.

As a privately-held company, Denali has not been subject to requirements to ensure that executive compensation decisions are overseen by a board committee consisting solely of independent directors. When making individual compensation decisions for executive officers, the Compensation Committee may take a variety of factors into account, including the performance of the company and the executive officer's business unit, if applicable; the executive officer's performance, experience and ability to contribute to Denali's long-term strategic goals; the executive officer's historical compensation; internal pay equity; and any retention considerations.

Consideration of Say-On-Pay Results — The compensation of Denali's executive officers has not been subject to a shareholder advisory vote on executive compensation, commonly referred to as a "say on pay" vote. Denali's major stockholders currently serve on the Compensation Committee to ensure that compensation decisions are aligned to stockholder interests.

Individual Compensation Components

Base Salary

Base salaries are intended to attract and retain the executive officers needed to manage the business. Base salaries vary based on each executive officer's responsibility, performance, experience, retention concerns, historical compensation and internal equity considerations.

The table below summarizes the base salary during Fiscal 2016 of each of the Denali NEOs. No Denali NEO received a base salary increase during Fiscal 2016. Due to payroll processes, the actual base salaries paid during the fiscal year may vary from those shown below.

Name	Salary for Fiscal 2016
Mr. Dell	$ 950,000
Mr. Sweet	$ 650,000
Mr. Read	$ 600,000
Mr. Clarke	$ 826,160
Mr. Haas	$ 722,890

Annual Incentive Bonus Plan

Denali executive officers participate in the Annual Incentive Bonus Plan, referred to as the IBP. The IBP is designed to align executive officer pay with short-term financial and strategic results, while also serving to attract and retain executive officers. The Compensation Committee establishes a target incentive opportunity for each executive officer expressed as a percentage of annual base salary. For Fiscal 2016, target annual incentives for the Denali NEOs were as follows:

Name	Target Annual Incentive Opportunity as % of Base Salary
Mr. Dell	200%
Mr. Sweet	100%
Mr. Read	55%
Mr. Clarke	100%
Mr. Haas	100%

IBP Formula

To arrive at an IBP payout amount for executive officers, the target annual incentive opportunity for each executive officer is multiplied by a formula based on corporate performance, business unit performance (if applicable) and individual performance. The payout amount for Mr. Dell and his direct reports, including the Denali NEOs, is based on overall corporate performance. In determining the amount of the actual bonus payout, the Compensation Committee may consider the potential payout number produced by the formula and any other factors it deems appropriate.

IBP Corporate Bonus Formula

For Fiscal 2016, the selected corporate performance measures and target goals were designed to drive profitable growth and achieve strategic objectives. The measures consisted of non-GAAP revenue and non-GAAP operating income, as such measures are described under *"Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Financial Measures."* The targets for the IBP, including the threshold, plan and 130% of plan goals identified in the table below, each were intended to be stretch goals that could not be easily achieved. For Fiscal 2016, the corporate performance goals were as follows:

	Threshold	Plan (target)	130% of Plan
Non-GAAP revenue	$57 billion	$61.4 billion	$79.82 billion
Non-GAAP operating income	$ 3 billion	$ 3.5 billion	$ 4.55 billion
Modifier	50%	100%	200%

The Compensation Committee retains subjective discretion to adjust IBP modifiers as it determines appropriate.

For Fiscal 2016, Denali failed to achieve the corporate non-GAAP revenue and operating income threshold goals. The Compensation Committee, however, considered that the achievement of the stretch performance goals was negatively impacted by factors that included foreign currency fluctuations, a weak demand environment and overall slower global growth. Further, Denali demonstrated discipline on controlling cost and on pricing, and as a result generated strong cash flow, which allowed continued debt reduction and investment in critical areas. Based on a balanced assessment of Denali's performance for Fiscal 2016, taking into account the foregoing factors, the Compensation Committee determined to approve a final bonus modifier of 75% of target.

Individual Performance Modifier

In view of the executive officers' potential to influence company performance, the Compensation Committee takes into account personal performance in determining executive officers' bonus amounts, assigning each executive officer an individual modifier from zero to 150 percent. In determining individual bonus modifiers the Committee may consider such factors as achieving financial targets for the business, cost management, strategic and transformational objectives relating to the executive officer's business unit or function, and ethics and compliance. The Committee does not place specific weightings on the considered objectives, but assigns a subjective individual performance modifier based on a holistic and subjective assessment of each individual executive officer's performance. The individual modifiers assigned by the Compensation Committee for the Denali NEOs for Fiscal 2016, based on its determination of their individual performance, are described below along with the corresponding bonus amounts:

Name	Individual Modifier	Company Modifier	Bonus Payout
Mr. Dell	100%	75%	$ 1,425,000
Mr. Sweet	110%	75%	$ 536,250
Mr. Read	100%	75%	$ 204,663
Mr. Clarke	90%	75%	$ 557,658
Mr. Haas	80%	75%	$ 433,734

Special Incentive Bonus Plan

The Special Incentive Bonus Plan, referred to as the SIB, is an annual discretionary bonus plan targeting executives who for that fiscal year are the most critical to driving business unit goals and delivering key, business-critical objectives. The Compensation Committee determines the maximum SIB opportunity for each executive officer selected to participate. Mr. Dell does not participate in the SIB program.

Discretionary Special Incentive Bonus Plan payments for Fiscal 2016 were determined by the Compensation Committee based on a holistic and subjective assessment of the contributions of each executive officer and the executive officer's management team to the performance of the business unit or function, contributions during Fiscal 2016 to major strategic initiatives including the merger with EMC, response to business and market challenges, responsibilities, retention concerns, and internal pay equity. Individual targets and payments for the Denali NEOs, other than Mr. Dell, under the Special Incentive Bonus Plan are presented below:

Name	Special Incentive Bonus Target	Special Incentive Bonus Payment
Mr. Sweet	$ 2,000,000	$ 2,000,000
Mr. Read	$ 2,000,000	$ 2,000,000
Mr. Clarke	$ 3,000,000	$ 2,400,000
Mr. Haas	$ 3,000,000	$ 2,150,000

Long-Term Incentives

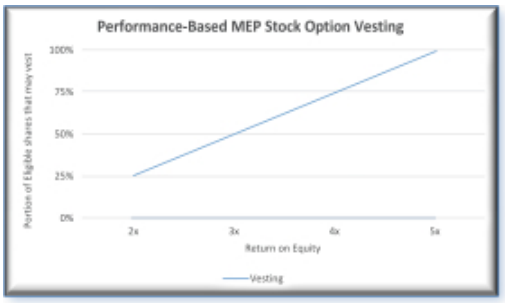
Long-term incentive opportunities are the most significant component of total target executive officer compensation. These incentives are designed to motivate executive officers to make decisions in support of long-term company financial interests and align them with the interests of Denali's owners, while also serving as a significant tool for attraction and retention.

Long-Term Equity Incentives

Denali executive officers' long-term incentive compensation is primarily in the form of stock option awards designed to align their interests with those of Denali stockholders by providing a return only if Denali's stock price appreciates. Stock option awards are approved by the Compensation Committee and are granted with an exercise price based on the fair market value of Denali common stock on the date of grant as determined by the Denali board of directors.

The equity program in which executive officers other than Mr. Dell participate is referred to as the Management Equity Program, or MEP. MEP stock option awards consist of two types of award. The first type of award is a time-based stock option to purchase non-voting shares of Series C Common Stock of Denali, which vests ratably over five years. The second type of award, which we refer to as a performance-based award, is a stock option to purchase Series C Common Stock of Denali that becomes exercisable only if a level of return is achieved on the initial Denali equity investment of Mr. Dell and Silver Lake in connection with the going-private transaction, which we refer to as return on equity. The vesting criteria for performance-based MEP awards as follows:

Return on equity for performance-based MEP awards is measured on specified measurement dates or upon the occurrence of specified events related to Denali, and the number of performance-based MEP option shares eligible to test for vesting varies depending upon the measurement date or event. The Compensation Committee believes the vesting design of performance-based MEP awards further aligns executive officers with the interests of Denali's owners by compensating executive officers only if a minimum level of return on equity is achieved.



The allocation of MEP stock options awards between time-based and performance-based awards for each executive officer may vary. In general, executive officers participating in the MEP who are responsible for a specific business unit and more able to directly influence business performance have MEP stock option awards more heavily weighted toward performance-based awards.

MEP stock options awards were originally granted in Fiscal 2014 following the closing of the going-private transaction. Awards may also be made to new hires, and the Compensation Committee may consider MEP option awards, or additional awards, in connection with a change in role or responsibility. MEP option award sizes are intended to be sufficient to address long-term incentive compensation for an executive officer for a period of approximately five years from the grant date. Mr. Read was the only Denali NEO to receive an MEP stock option grant during Fiscal 2016, which he was awarded in connection with his hiring.

After the going-private transaction, Mr. Dell was granted an option award to purchase shares of voting Series A Common Stock of Denali, which vests ratably over five years from the grant date. The Compensation Committee believes this stock option award provides appropriate long-term incentive compensation for Mr. Dell at this time, and accordingly Mr. Dell does not currently participate in any other long-term incentive compensation programs.

Long-Term Cash Incentives

In order to attract or retain executive officers, Denali may use long-term incentive cash awards in addition to equity-based incentives. In connection with his hiring during Fiscal 2016, Mr. Read received a long-term cash award of $15,000,000, which will vest on an annual pro rata basis over five years beginning May 15, 2016.

Other Compensation Components

New-Hire Packages

To build a world-class leadership team, Denali strives to offer competitive new-hire compensation packages. In assessing executive officer new-hire compensation packages, the Compensation Committee may consider factors including, among others, the individual's role, skills, experience and unique competencies; aligning interests of the new hire with those of Denali's stockholders; internal pay equity; value of compensation elements forgone by leaving a previous employer; and market considerations. New hire packages may include signing bonuses, relocation benefits, and similar compensation elements.

In connection with his hiring during Fiscal 2016, Mr. Read received a $750,000 signing bonus.

Benefits and Perquisites

Denali executive officers are provided limited benefits and perquisites. While the limited benefits and perquisites are not a significant part of Denali's executive officer compensation, the Compensation Committee believes that these elements of compensation are important to delivering a competitive package to attract and retain executive officers. Specific benefits and perquisites are described below.

- *Annual Physical*—The company pays for a comprehensive annual physical for each executive officer and the executive officer's spouse or domestic partner and reimburses the executive officer's related travel and lodging costs, subject to an annual maximum payment of $5,000 per person.
- *Technical Support*—The company provides executive officers with computer technical support and, in some cases, certain home network equipment. The incremental cost of providing these services is limited to the cost of hardware provided and is not material.
- *Security*—The company provides executive officers with security services, including alarm installation and monitoring and, in some cases, certain home security upgrades pursuant to the recommendations of an independent security study. Mr. Dell reimburses the company for costs related to his family's personal security protection.

- *Financial Counseling and Tax Preparation Services*—Under the terms of his employment agreement, Mr. Dell is entitled to reimbursement for financial counseling services up to $12,500 annually (including tax preparation).
- *Spousal Travel Expenses*—Denali pays for reasonable spousal travel expenses if the spousal travel is at the request of Dell to attend Dell-sponsored events.
- *Other*—The executive officers participate in Denali's other benefit plans on the same terms as other employees. These plans include medical, dental, and life insurance benefits, and the company's 401(k) retirement savings plan. For additional information, see "*—Other Benefit Plans*" below.

Stock Ownership Guidelines

The Denali board of directors does not currently apply stock ownership guidelines for directors and Denali's executive officers. The Denali board of directors believes that at this time the design of Denali's equity compensation strategy for executive officers links the interests of executive officers closely with those of other Denali stockholders. Denali expects to adopt stock ownership guidelines for its directors following the merger.

Employment Agreements; Severance and Change-in-Control Arrangements

Severance and Change-in-Control Arrangements

Each Denali NEO other than Mr. Dell has entered into a severance agreement with the company pursuant to which, if the executive's employment is terminated without cause, or if the executive resigns for good reason, the executive will receive a severance payment. For Denali NEOs other than Mr. Read, the severance payment will be equal to 300% of annual base salary. Two-thirds of this severance amount will be payable following termination of employment, and the remainder will be payable on the one-year anniversary of such termination. Mr. Read's severance agreement provides that if his employment is terminated without cause within 36 months of his start of employment, he will be eligible to receive severance payments equal to $5,000,000, plus 100% of his annual base salary. In addition, in the event Mr. Read does not receive a payment under the Special Incentive Bonus Plan of at least $2,000,000 for each of Fiscal 2016, Fiscal 2017 and Fiscal 2018, he may resign and receive 50% of that amount (100% for Fiscal 2016). The severance agreements also obligate each executive officer to comply with certain non-competition and non-solicitation obligations for a period of 12 months following termination of employment.

Mr. Dell's employment agreement does not provide for severance benefits.

Denali believes that the severance benefits it provides to the Denali NEOs other than Mr. Dell are appropriate in light of the severance protections available to similarly-situated executive officers at companies that compete with Denali for executive talent. Denali believes the severance benefits help to attract and retain key executives who may be presented with alternative employment opportunities that may appear to be more attractive absent these protections.

Except as indicated below, in the event a Denali NEO is terminated without cause, or resigns for good reason, during the period beginning three months prior to and ending eighteen months after a change in control of Denali, referred to as the change in control period, the outstanding, unvested portion of such NEO's time-based vesting MEP stock options will vest upon such NEO's termination of employment or, if later, upon the occurrence of the change in control. In the event a Denali NEO is terminated without cause or resigns for good reason during the change in control period or such NEO dies or becomes disabled at any time, the outstanding, unvested portion of the NEO's performance-based vesting MEP stock option award will not be forfeited, but will remain outstanding (subject to the expiration of the option term) and eligible to vest based on Denali's achievement of return on equity, as described above, except that if a termination without cause or a resignation for good reason occurs during the three-month period prior to a change in control, such options will remain

outstanding for the three-month period to determine whether the change in control occurs. If no such change in control occurs on or prior to the expiration of that period, the options will be forfeited. Denali believes that providing for "double trigger" acceleration will help to prevent the loss of key personnel in the event of a change in control and is consistent with the practices of many companies with which it competes for executive talent. The foregoing "double trigger" protections do not apply for Mr. Dell. These protections also do not apply for Mr. Read or for certain MEP stock options granted to Mr. Sweet, in each case due to the individual's role at the time the award was granted.

Except as indicated below, in the event a Denali NEO other than Mr. Dell is terminated without cause or resigns for good reason, other than during a change in control period, a portion of such NEO's outstanding, unvested time-based MEP stock option will become vested, for the number of shares that would have vested on the next applicable anniversary of the grant date or, if such NEO's termination occurs during the six-month period immediately following the most recent anniversary of the grant date, one-half that number of shares. If a Denali NEO dies or becomes disabled, any outstanding, unvested time-based MEP stock options will become fully vested. In the event a Denali NEO otherwise is terminated without cause or resigns for good reason, other than during a change in control period or in the event of an NEO's retirement at any time, a portion of such NEO's outstanding, unvested performance-based MEP stock option award will not be forfeited, but will remain outstanding (subject to the expiration of the option term) and eligible to vest based on Denali's achievement of return on equity, equal in proportion to the proportion of such NEO's time-based MEP stock options which have become vested (taking into account any accelerated vesting in connection with such NEO's termination of employment), less any amount of the performance-based award that has previously vested or been forfeited. The foregoing provisions do not apply for Mr. Dell. The foregoing provisions relating to termination without cause or resignation for good reason also do not apply for Mr. Read or for certain MEP stock options granted to Mr. Sweet, in each case due to the individual's role at the time the award was granted.

As described below, Mr. Dell entered into an employment agreement with Dell in connection with the going-private transaction. Pursuant to the terms of his employment agreement, the unvested portion of Mr. Dell's stock option award will vest upon the occurrence of a change in control. The merger will not constitute a change in control of Denali or Dell for these purposes. Denali believes that providing for "single trigger" acceleration of vesting of Mr. Dell's option award was appropriate because a change of control of Denali would be likely to materially alter his role with the company.

For more information on severance and change in control arrangements, including definitions of the terms "cause," "good reason" and "change in control," see "*—Potential Payments Upon Termination or Change in Control*."

Employment Agreement with Michael S. Dell

On October 29, 2013, Denali and Dell entered into an employment agreement with Mr. Dell, pursuant to which Mr. Dell serves as CEO of Denali and Dell and chairman of the board of directors of both entities. Mr. Dell may resign for any or no reason or the Denali board of directors may terminate him for cause (as defined therein) at any time. In addition, following a change in control or a qualified initial public offering (as defined therein), the Denali board of directors may terminate Mr. Dell for any or no reason. Under the employment agreement, Mr. Dell receives an annual base salary of $950,000 and is eligible for an annual bonus with a target opportunity equal to 200% of his base salary. In addition, Dell reimburses Mr. Dell for financial counseling and tax preparation up to $12,500 per year, an annual physical (for himself and his spouse) up to $5,000 per person and all travel and business expenses reasonably incurred. Dell also provides Mr. Dell with business-related security protection.

Pursuant to the agreement, Mr. Dell received a stock option to purchase 10,909,091 shares of the common stock of Denali with a per share exercise price equal to $13.75. Subject to Mr. Dell's continued employment, the option vests ratably over a five-year period with accelerated vesting upon a change in control. Unvested options

will be forfeited upon the latest of a resignation of employment by Mr. Dell, a termination of his employment by Dell for cause and Mr. Dell ceasing to serve as a member of the board of directors of Denali or Dell. Mr. Dell is subject to an indefinite covenant not to disclose confidential information and an obligation to assign to Denali and Dell any intellectual property created by Mr. Dell during his employment.

Indemnification

Under Denali's existing certificate of incorporation and bylaws, Denali's officers, including the NEOs, are entitled to indemnification from Denali to the fullest extent permitted by Delaware corporate law. Denali has entered, or will enter, into indemnification agreements with each of the NEOs which establish processes for indemnification claims.

Recoupment Policy for Performance-Based Compensation

If Denali or Dell restates its reported financial results, the Denali board of directors will review the bonus and other cash or equity awards made to the executive officers, including the NEOs, based on financial results during the period subject to the restatement, and, to the extent practicable under applicable law, Denali will seek to recover or cancel any such awards that were awarded as a result of achieving performance targets that would not have been met under the restated financial results.

Other Factors Affecting Compensation

Generally, Section 162(m) of the Internal Revenue Code prevents a company from receiving a federal income tax deduction for compensation paid to the chief executive officer and the next three most highly compensated officers (other than the chief financial officer) in excess of $1 million for any year, unless that compensation is performance-based. Denali was not subject to Section 162(m) during fiscal 2016 and accordingly Denali's compensation programs for executive officers were not designed with the goal of qualifying as "performance-based" compensation under Section 162(m). At such time as Denali becomes subject to Section 162(m), then to the extent practicable, the Compensation Committee intends to preserve deductibility, but may choose to provide compensation that is not deductible if necessary or appropriate to attract, retain and reward high-performing executives.

Compensation Committee Interlocks and Insider Participation

Messrs. Dell, Durban and Patterson were members of compensation committees of each of Denali and Dell during Fiscal 2016. Mr. Dell served as Denali's chairman and chief executive officer of each of Denali and Dell during Fiscal 2016. See "*Management of Denali After the Merger*" and "*Certain Relationships and Related Transactions*" for information regarding relationships between Denali and Messrs. Dell, Durban and Patterson. During Fiscal 2016, none of Denali's executive officers served on the board of directors or compensation committee (or other committee serving an equivalent function) of any other entity that has or had one or more executive officers who served as a member of the board or compensation committee of Denali or Dell.

Fiscal 2016 Summary Compensation Table

The following table summarizes the total compensation paid for Fiscal 2016 by Denali to the following persons, each of whom served as an executive officer of Denali as of January 29, 2016, the last day of Fiscal 2016, and each of whom is expected to serve as an executive officer of Denali following the merger: Michael S. Dell (principal executive officer), Thomas W. Sweet (principal financial officer), and Rory P. Read, Jeffrey W. Clarke, and Marius A. Haas (the three other most highly compensated individuals who were serving as executive officers at the end of Fiscal 2016). These persons are referred to as the Denali named executive officers or the Denali NEOs.

Fiscal 2016 Summary Compensation Table

Name and principal position	Year	Salary ($)	Bonus ($) (1)	Stock awards ($)	Option awards ($) (2)	Non-equity incentive plan compensation ($) (3)	All other compensation ($) (4)	Total ($) (5)
Michael S. Dell *Chairman and CEO*	2016	950,000	1,425,000	—	—	—	17,918	2,392,918
Thomas W. Sweet *Senior Vice President and CFO*	2016	650,000	2,707,082(6)	—	—	—	35,053	3,392,135
Rory P. Read *Chief Integration Officer*	2016	496,154	2,954,633(7)	—	7,077,937	—	15,770	10,544,524
Jeffrey W. Clarke *Vice Chairman and President, Operations and Client Solutions*	2016	826,160	2,957,658	—	—	—	25,146	3,808,964
Marius A. Haas *President and Chief Commercial Officer. Enterprise Solutions*	2016	772,890	2,583,734	—	—	—	1,206	3,357,830

(1) Includes payments pursuant to the Incentive Bonus Plan and Special Incentive Bonus Plan for Fiscal 2016.

(2) Represents the grant date fair value of options awards granted during Fiscal 2016.

(3) Because the Compensation Committee exercised discretion to award bonuses under the IBP notwithstanding failure to meet corporate performance objectives, the bonus payments made under the IBP are reported under the "Bonus" column.

(4) Includes the cost of providing various perquisites and personal benefits, as well the value of Dell's contributions to the company-sponsored 401(k) plan, and the amount Dell paid for term life insurance coverage under health and welfare plans. See "*—Compensation Discussion and Analysis of Denali—Other Compensation Components—Benefits and Perquisites*" for additional information.

(5) Before the closing of the going-private transaction in October 2013, Dell had granted restricted stock unit awards to Messrs. Dell, Sweet, Clarke and Haas under its 2012 Long-Term Incentive Plan which, in connection with that transaction, were converted into rights to receive cash payments in accordance with the vesting schedule applicable to the restricted stock units. In Fiscal 2016, Mr. Dell received cash payments of $8,885,025, Mr. Sweet received cash payments of $169,364, Mr. Clarke received cash payments of $684,626, and Mr. Haas received cash payments of $439,467 upon the vesting of a portion of such executive officer's converted restricted stock unit awards. These amounts are not shown in the table above.

(6) Includes a $170,832 payment during Fiscal 2016 in respect of a cash retention award granted on November 5, 2013.

(7) Includes a $750,000 signing bonus paid to Mr. Read in Fiscal 2016.

The following table presents the elements of "All Other Compensation" for each of the Denali named executive officers.

Name	Year	Retirement plans matching contribution ($)	Benefit plans ($)	Annual physical ($)	Security ($)	Spousal travel ($)	Technical support ($)
Mr. Dell	2016	15,442	2,476	—	—	—	—
Mr. Sweet	2016	12,000	3,083	2,655	17,315	—	—
Mr. Read	2016	14,404	1,366	—	—	—	—
Mr. Clarke	2016	11,161	2,135	1,951	7,981	$1,418	—
Mr. Haas	2016	—	1,206	—	—	—	—

Grants of Plan-Based Awards in Fiscal 2016

The following table sets forth certain information about plan-based awards that Denali made to or modified for the Denali NEOs during Fiscal 2016. For more information about the plans under which these awards were granted, see "*—Compensation Discussion and Analysis of Denali*" above.

Name	Estimated potential payouts under non-equity incentive plan awards (1)			All other option awards: Number of securities under-lying options	Exercise or base price of option awards	Grant date fair value of stock and option awards
	Threshold	Target	Maximum			
Mr. Dell	—	$1,900,000	—	—	—	—
Mr. Sweet	—	650,000	—	—	—	—
Mr. Read	—	330,000	—	581,500	$ 26.67	7,077,937
Mr. Clarke	—	826,160	—	—	—	—
Mr. Haas	—	722,890	—	—	—	—

(1) Each Denali NEO participated in the IBP. For actual award amounts, see "*—Fiscal 2016 Summary Compensation Table—Non-Equity Incentive Plan Compensation*." For more information on the IBP and the evaluation of the performance metrics, see "*—Compensation Discussion and Analysis of Denali—Individual Compensation Components—Annual Incentive Bonus Plan*."

Outstanding Equity Awards at Fiscal Year-End 2016

The following table sets forth certain information about outstanding option awards held as of the end of fiscal 2016 by the Denali NEOs.

	Option awards			
	Number of securities underlying unexercised options			
Name	Exercisable	Unexercisable	Option exercise price	Option expiration date
Mr. Dell	4,363,636 (1)	6,545,455 (1)	$13.75 (2)	11/25/23
Mr. Sweet	48,000 (3)	144,000 (3)	$13.75 (2)	11/25/23
	151,181 (3)	680,728 (3)	$13.75 (2)	02/06/24
	—	290,909 (4)	$13.75 (2)	11/25/23
	—	800,000 (4)	$13.75 (2)	02/06/24
Mr. Read	—	232,600 (3)	$26.67 (5)	05/29/25
	—	348,900 (4)	$26.67 (5)	05/29/25
Mr. Clarke	685,554 (3)	1,028,332 (3)	$13.75 (2)	11/25/23
	—	2,467,996 (4)	$13.75 (2)	11/25/23
Mr. Haas	685,554 (3)	1,028,332 (3)	$13.75 (2)	11/25/23
	—	2,467,996 (4)	$13.75 (2)	11/25/23

(1) Option award exercisable for Series A Common Stock of Denali that vests and becomes exercisable with respect to 20% of the shares subject to the option on each of the first, second, third, fourth and fifth anniversaries of the grant date.

(2) In approving this option award, Denali's board of directors determined that the fair market value as of the grant date of each share of Series C Common Stock or (for Mr. Dell) Series A Common Stock of Denali underlying the option awards was equal to the merger consideration of $13.75 per share of Dell common stock paid to Dell's public stockholders in the going-private transaction.

(3) Option award exercisable for Series C Common Stock of Denali that vests and becomes exercisable with respect to 20% of the shares subject to the option on each of the first, second, third, fourth and fifth anniversaries of the grant date.

(4) Option award exercisable for Series C Common Stock of Denali that vests and becomes exercisable based upon the level of return achieved on the initial Denali equity investment measured on specified measurement dates or upon the occurrence of specified events related to Denali.

(5) Exercise price is fixed based upon the good faith determination by the Denali board of directors of the fair market value of a share of Denali common stock most immediately preceding the grant date.

Option Exercises and Stock Vested During Fiscal 2016

The following table sets forth certain information about option exercises and vesting of restricted stock during fiscal 2016 for the Denali NEOs.

	Option awards		Stock awards	
Name	Number of shares acquired on exercise	Value realized on exercise (1)	Number of shares acquired on vesting	Value realized on vesting (1)
Mr. Dell	—	—	—	—
Mr. Sweet	60,000	$534,000	2,080	$55,474
Mr. Read	—	—	—	—
Mr. Clarke	—	—	—	—
Mr. Haas	—	—	—	—

(1) Calculated based upon the good faith determination by the Denali board of directors of the fair market value of a share of Series C Common Stock or (for Mr. Dell) Series A Common Stock of Denali most immediately preceding such exercise or vesting date.

Stock Incentive Plan

Denali Holding Inc. 2013 Stock Incentive Plan

Options have been issued to the Denali NEOs under the Denali Holding Inc. 2013 Stock Incentive Plan, referred to as the Denali 2013 Plan. Effective upon the completion of the merger, the Denali 2013 Plan will be amended and restated. The amended and restated Denali 2013 Plan is referred to as the Amended Plan.

Upon the closing of Dell Inc.'s going-private transaction in October 2013, Denali adopted the Denali 2013 Plan, pursuant to which a total of 60,785,823 shares of Denali common stock, par value $0.01 per share, were reserved for issuance pursuant to awards. The Denali 2013 Plan provides for the grant of stock options, restricted stock, restricted stock units, stock appreciation rights, and other equity-based incentive awards. Shares of Denali common stock acquired pursuant to awards granted under the Denali 2013 Plan will be subject to certain transfer and repurchase rights set forth in the Denali 2013 Plan and a Denali stockholders agreement, and for the Denali NEOs and certain other senior members of Denali, certain liquidity and put restrictions. For more information about the Denali stockholders agreement, see "*Certain Relationships and Related Transactions—Denali Stockholders Agreement*."

The Compensation Committee administers the Denali 2013 Plan and selects eligible non-employee directors, employees of, and consultants to, Denali and its affiliates, to receive awards under the Denali 2013 Plan. The Compensation Committee determines the number of shares of stock covered by awards granted under the Denali 2013 Plan and the terms of each award, including but not limited to, the terms under which stock options may be exercised, the exercise price of the stock options and other terms and conditions of the options and other awards in accordance with the provisions of the Denali 2013 Plan.

In the event Denali undergoes a change in control, as defined below, the Compensation Committee may, at its discretion, accelerate the vesting or cause any restrictions to lapse with respect to outstanding awards, or may cancel such awards for fair value, or may provide for the issuance of substitute awards. Under the Denali 2013 Plan, a "change in control" is generally defined as a sale or disposition of all or substantially all of the assets of Denali and its subsidiaries, taken as a whole, or, under the Amended Plan, all or substantially all of the assets of the DHI Group (as defined therein) and/or the Class V Group (as defined therein), taken as a whole, in each case to any person other than to Mr. Dell, Silver Lake Partners, or certain related parties, any person or group (other than Mr. Dell, Silver Lake Partners, or certain related parties) becomes the beneficial owner of more than 50% of the total voting power of Denali's outstanding voting stock, a merger pursuant to which Mr. Dell, Silver Lake Partners, and related parties cease to own a majority of voting power of Denali capital stock or prior to an initial public offering of Denali's common stock, Mr. Dell, Silver Lake Partners, or certain related parties do not have the ability to cause the election of a majority of the members of the board of directors and any person or group (other than Mr. Dell, Silver Lake Partners, or certain related parties) beneficially owns outstanding voting stock representing a greater percentage of voting power with respect to the general election of members of the board than the shares of outstanding voting stock Mr. Dell, Silver Lake Partners, or certain related parties beneficially own.

Subject to certain limitations specified in the Denali 2013 Plan, Denali's board of directors may amend or terminate the Denali 2013 Plan. The Denali 2013 Plan will terminate no later than 10 years following its effective date; however, any awards outstanding under the Denali 2013 Plan will remain outstanding in accordance with their terms. The Amended Plan will provide for the issuance of awards on shares of Denali Class C common stock and Class V Common Stock, in each case with a par value of $0.01 per share.

Other Benefit Plans

401(k) Retirement Plan

Dell maintains a 401(k) retirement savings plan that is available to substantially all U.S. employees. Dell matches 100% of each participant's voluntary contributions up to 5% of the participant's eligible compensation, and a participant vests immediately in the matching contributions. Participants may invest their contributions and the matching contributions in a variety of investment choices.

Potential Payments Upon Termination or Change in Control

The following table sets forth, for each of the Denali NEOs, amounts potentially payable upon a termination or change in control of Denali, assuming a January 29, 2016 triggering event.

Name	Severance payment (1)	Acceleration benefit upon death or disability (2)	Acceleration upon change in control (3)	Acceleration upon change in control and qualifying termination (4)	Acceleration upon qualifying termination (5)
Mr. Dell	—	—	$46,800,003	—	—
Mr. Sweet	$1,950,000	$5,896,805	—	$4,867,205	$1,216,794
Mr. Read	$5,600,000	—	—	—	—
Mr. Clarke	$2,478,480	$7,352,574	—	$7,352,574	$1,225,431
Mr. Haas	$2,168,670	$7,352,574	—	$7,352,574	$1,225,431

(1) Severance payments under the NEO severance agreements are only payable if the executive's employment is terminated "without cause" or, other than for Mr. Read, for "good reason." In general, cause means a violation of confidentiality obligations, acts resulting in being charged with a criminal offense that constitutes a felony or involves moral turpitude or dishonesty, conduct that constitutes gross neglect, insubordination, willful misconduct, or breach of Dell's code of conduct or the executive's fiduciary duty, or a determination that the executive violated laws relating to the workplace environment. In general, good reason means a material reduction in base salary, a material adverse change in title or reduction in authority, duties, or responsibilities, or a change in the executive's principal place of work of more than 25 miles, that is not timely cured.

(2) Represents the in-the-money value of unvested stock options that are subject to vesting acceleration in the event of death or permanent disability, assuming a share value of $20.90, based upon the good faith determination by the Denali board of directors of the fair market value of a share of Denali Series C Common Stock most immediately preceding the triggering event.

(3) Represents the in-the-money value of Mr. Dell's unvested stock options that are subject to vesting acceleration in the event of a change in control, assuming a share value of $20.90, based upon the good faith determination by the Denali board of directors of the fair market value of a share of Denali Series A Common Stock most immediately preceding the triggering event. For purposes of Mr. Dell's stock option award, a change in control is generally defined as a sale of all or substantially all of the assets of Denali, acquisition by anyone other than Mr. Dell, Silver Lake Partners, or certain related parties of more than 50% of the voting power of Denali capital stock, or a merger pursuant to which Mr. Dell, Silver Lake Partners, and related parties cease to own a majority of voting power of Denali capital stock in substantially the same proportions as prior to such merger.

(4) Represents the in-the-money value of unvested stock options that are subject to vesting acceleration in the event of a qualifying termination during a change in control period, assuming a share value of $20.90, based upon the good faith determination by the Denali board of directors of the fair market value of a share of Denali Series C Common Stock most immediately preceding the triggering event. In general, a change in control for this purpose means a sale of all or substantially all of the assets of Denali, acquisition by anyone other than Mr. Dell, Silver Lake Partners, or certain related parties of more than 50% of the voting power of Denali capital stock, or a merger pursuant to which Mr. Dell, Silver Lake Partners, and related parties cease to own a majority of voting power of Denali capital stock, or, prior to an underwritten initial public offering, inability of Mr. Dell, Silver Lake Partners, and certain related parties to elect members of the Denali board of directors having a majority of votes on the board.

(5) Represents the in-the-money value of unvested stock options that are subject to vesting acceleration in the event of a qualifying termination outside of a change in control period, assuming a share value of $20.90, based upon the good faith determination by the Denali board of directors of the fair market value of a share of Denali Series C Common Stock most immediately preceding the triggering event.

For more information regarding severance and change in control arrangements, see "*—Compensation Discussion and Analysis of Denali—Individual Compensation Components—Employment Agreements; Severance and Change-in-Control Arrangements*."

Director Compensation

During fiscal 2016, none of our directors received compensation for their service as directors. Before the completion of the Merger, we expect that the Compensation Committee will adopt a compensation program for our non-employee directors that will enable us to attract and retain qualified directors and provide them with compensation at a level that is consistent with our compensation objectives. We expect that our compensation program for non-employee directors will include equity and cash retainers. We expect that equity awards for non-employee directors will be equally weighted to Class V Common Stock and Class C Common Stock. We also will reimburse our directors for their reasonable expenses incurred in attending meetings of our board of directors or committees. Our directors who are employees of our company will receive no compensation for their board service.

We will provide our directors with liability insurance coverage for their activities as directors. In addition, upon the completion of the merger, our amended and restated charter and amended and restated bylaws will provide that our directors will be entitled to indemnification from us to the fullest extent permitted by Delaware law. We expect to enter into indemnification agreements with each of our non-employee directors to afford such directors additional contractual assurances regarding the scope of their indemnification and to provide procedures for the determination of a director's right to receive indemnification and to receive reimbursement of expenses as incurred in connection with any related legal proceeding.

INFORMATION ABOUT EMC

EMC and its subsidiaries develop, deliver and support information infrastructure and virtual infrastructure technologies, solutions and services for a broad range of customers, including businesses, governments, not-for-profit organizations and service providers, around the world and in every major industry, in both public and private sectors, and of sizes ranging from the Fortune 500 to small business and individual consumers.

EMC manages itself as part of a federation of businesses: EMC Information Infrastructure, VMware Virtual Infrastructure, Pivotal and Virtustream.

- EMC's Information Infrastructure business provides a foundation for organizations to store, manage, protect, analyze and secure ever-increasing quantities of information, while at the same time improving business agility, lowering cost, and enhancing competitive advantage. EMC's Information Infrastructure business comprises three segments—Information Storage, Enterprise Content Division and RSA Information Security. The results of Virtustream are currently reported within its Information Storage segment.
- EMC's VMware Virtual Infrastructure business, which is represented by EMC's majority equity stake in VMware, is the leader in virtualization infrastructure solutions utilized by organizations to help them transform the way they build, deliver and consume IT resources. VMware's virtualization infrastructure solutions, which include a suite of products and services designed to deliver a software-defined data center, run on industry-standard desktop computers and servers and support a wide range of operating system and application environments, as well as networking and storage infrastructures.
- EMC's Pivotal business, referred to as Pivotal, unites strategic technology, people and programs from EMC and VMware and has built a new platform comprised of next-generation data, agile development practices and a cloud independent platform-as-a-service. These capabilities are made available through Pivotal's three primary offerings: Pivotal Cloud Foundry, the Pivotal Big Data Suite and Pivotal Labs.

EMC common stock is listed on the NYSE under the trading symbol "EMC."

EMC's principal executive offices are located at 176 South Street, Hopkinton, Massachusetts 01748, its telephone number is (508) 435-1000, and its website is *www.emc.com*. The information contained in, or that can be accessed through, EMC's website is not intended to be incorporated into this proxy statement/prospectus. Additional information about EMC and its subsidiaries is included in documents incorporated by reference into this proxy statement/prospectus. See "*Where You Can Find More Information*."

SPECIAL MEETING OF EMC SHAREHOLDERS

EMC is providing this proxy statement/prospectus to its shareholders in connection with the solicitation of proxies to be voted at the special meeting (or any adjournment or postponement of the special meeting). This proxy statement/prospectus contains important information for you to consider when deciding how to vote on the matters brought before the special meeting. Please read it carefully and in its entirety.

Date, Time and Location

The date, time and place of the special meeting are set forth below:

Date: [ ], 2016

Time: [ ] (Eastern Time)

Place: EMC's facility at 176 South Street, Hopkinton, Massachusetts 01748

Attendance at the special meeting will be limited to shareholders as of the record date, their authorized representatives and EMC guests. Registration and seating for the special meeting on [ ], 2016 will begin at [ ] (Eastern Time). If you are a shareholder and plan to attend, you **MUST** pre-register for the special meeting no later than [ ], 2016, by visiting [*www.emc.com/specialmeeting*] and completing the registration form. Shareholders who come to the special meeting, but have not registered electronically, will also be required to present evidence of stock ownership as of [ ], 2016. You can obtain this evidence from your broker, bank, trust company or other nominee or intermediary, typically in the form of your most recent monthly statement. All shareholders who attend the meeting will be required to present valid government-issued picture identification, such as a driver's license or passport, and will be subject to security screenings. Cameras, recording devices and other electronic devices will not be permitted at the special meeting.

If you have a disability, EMC can provide reasonable assistance to help you participate in the special meeting. If you plan to attend the special meeting and require assistance, please write or call EMC's Office of the Secretary no later than [ ], 2016, at 176 South Street, Hopkinton, Massachusetts 01748, telephone number (508) 435-1000.

Purpose

At the special meeting, EMC shareholders will vote on:

- the approval of the merger agreement, pursuant to which Merger Sub will be merged with and into EMC; as a result of the merger, the separate corporate existence of Merger Sub will cease, and EMC will continue as a wholly owned subsidiary of Denali;
- the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger; and
- the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

The approval of the merger agreement by EMC shareholders is a condition to the obligations of Denali and EMC to complete the merger. The approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger is not a condition to the obligations of Denali or EMC to complete the merger. The approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement also is not a condition to the obligations of Denali or EMC to complete the merger.

Recommendations of the EMC Board of Directors

After consideration and consultation with its advisors, the EMC board of directors unanimously determined that the merger agreement and the transactions contemplated thereby, including the proposed merger, are advisable and in the best interests of EMC and its shareholders, and unanimously resolved to approve and adopt the merger agreement and the transactions contemplated thereby, including the proposed merger.

The EMC board of directors unanimously recommends that EMC shareholders vote "**FOR**" the approval of the merger agreement, "**FOR**" the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and "**FOR**" the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement. See "*Proposal 1: Approval of the Merger Agreement—EMC's Reasons for the Merger; Recommendation of the EMC Board of Directors*," "*Proposal 2: Non-Binding, Advisory Vote on Compensation of Named Executive Officers*" and "*Proposal 3: Adjournment of Special Meeting of EMC Shareholders*" for a more detailed discussion of the recommendation.

Record Date; Outstanding Shares; Stockholders Entitled to Vote

The EMC board of directors has fixed the close of business on [ ], 2016, as the record date, for determination of the EMC shareholders entitled to vote at the special meeting or any adjournment or postponement thereof. Only EMC shareholders of record on the record date are entitled to receive notice of, and to vote at, the special meeting or any adjournment or postponement thereof.

As of the record date, there were [ ] shares of EMC common stock outstanding and entitled to vote at the special meeting, held by approximately [ ] holders of record. Each outstanding share of EMC common stock is entitled to one vote. The number of shares you own is reflected on your proxy card.

A list of shareholders entitled to vote at the special meeting will be available for examination by any shareholder for any purpose germane to the special meeting beginning two business days after notice is given of the special meeting during ordinary business hours at 176 South Street, Hopkinton, Massachusetts, EMC's principal place of business, and ending on the date of the special meeting, and such list will also be available at the special meeting during the duration of the meeting or any adjournment thereof.

Quorum

A majority of the outstanding shares of EMC common stock entitled to vote must be present, in person or represented by proxy, to constitute a quorum at the special meeting. Abstentions and broker non-votes will be counted as present in determining the existence of a quorum. A broker non-vote occurs on an item when a nominee or intermediary has discretionary authority to vote on one or more proposals to be voted on at a meeting of shareholders but is not permitted to vote on other proposals without instructions from the beneficial owner of the shares and the beneficial owner fails to provide the nominee or intermediary with such instructions. Because none of the proposals to be voted on at the special meeting are routine matters for which brokers may have discretionary authority to vote, EMC does not expect any broker non-votes at the special meeting.

Required Vote

The required number of votes for the matters to be voted upon at the special meeting depends on the particular proposal to be voted upon:

Proposal		Vote Necessary*
Proposal 1	Approval of the Merger Agreement	Approval requires the affirmative vote, in person or by proxy, of holders of a majority of the outstanding shares of EMC common stock entitled to vote as of the record date
Proposal 2	Non-Binding, Advisory Vote on Compensation of Named Executive Officers	Approval requires the affirmative vote of a majority of the votes cast, in person or by proxy, at the special meeting
Proposal 3	Adjournment of Special Meeting of EMC Shareholders	Approval requires the affirmative vote of a majority of the votes cast, in person or by proxy, at the special meeting

* Under the rules of the NYSE, if you hold your shares of EMC common stock in street name, your nominee or intermediary may not vote your shares without instructions from you on non-routine matters. Therefore, without your voting instructions, your broker may not vote your shares on Proposal 1, Proposal 2 or Proposal 3. Abstentions from voting will have the same effect as a vote "**AGAINST**" Proposal 1, and will have no impact on Proposal 2 or Proposal 3. Broker non-votes will have the same effect as a vote "**AGAINST**" Proposal 1 and will have no effect on Proposal 2 and Proposal 3. Because none of the proposals to be voted on at the special meeting are routine matters for which brokers may have discretionary authority to vote, EMC does not expect any broker non-votes at the special meeting.

Share Ownership of and Voting by EMC Directors and Executive Officers

At the record date, EMC's directors and executive officers and their affiliates beneficially owned and had the right to vote [ ] shares of EMC common stock at the special meeting, which represents [ ]% of the shares of EMC common stock entitled to vote at the special meeting.

It is expected that EMC's directors and executive officers will vote their shares "**FOR**" the approval of the merger agreement, "**FOR**" the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and "**FOR**" the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

Voting of Shares

If your shares of EMC common stock are registered directly in your name with EMC's transfer agent, Computershare Shareowner Services LLC (formerly BNY Mellon Shareowner Services LLC), then you are considered to be the shareholder "of record" with respect to those shares, and this proxy statement/prospectus and the accompanying proxy materials are being sent directly to you by EMC. If your shares are held in the name of a nominee or intermediary, then you are considered to hold those shares in street name or to be the "beneficial owner" of such shares. If you are a beneficial owner, then this proxy statement/prospectus and the accompanying proxy materials are being forwarded to you by your nominee or intermediary who is considered the shareholder of record with respect to the shares.

You may vote in person at the special meeting or you may designate another person—your proxy—to vote your shares of EMC common stock. The written document used to designate someone as your proxy also is called a proxy or proxy card. We urge you to submit a proxy to have your shares of EMC common stock voted even if you plan to attend the special meeting. You can always change your vote at the special meeting.

If you are a shareholder of record, then you can have your shares voted by submitting a proxy over the Internet, by mail or by telephone by following the instructions on your proxy card. The deadline for voting by proxy over the Internet or by telephone for the special meeting is [ ] (Eastern Time) on [ ], 2016.

If you are a beneficial owner and hold your shares in street name, or through a nominee or intermediary, such as a bank or broker, you will receive separate instructions from such nominee or intermediary describing how to vote your shares. The availability of Internet or telephonic voting will depend on the intermediary's voting process. Please check with your nominee or intermediary and follow the voting instructions provided by your nominee or intermediary with these materials.

If you hold shares of EMC common stock through your participation in the EMC Corporation 401(k) Savings Plan, the EMC Corporation Deferred Compensation Retirement Plan or the VMware Inc. 401(k) Savings Plan, your voting instructions must be received by the plan trustee by [ ] (Eastern Time) on [ ], 2016, for the trustee to vote your shares. You may not vote these shares in person at the special meeting.

If you plan to attend the special meeting and vote in person and you hold your shares of EMC common stock directly in your own name, then we will give you a ballot when you arrive. However, if you hold your shares in street name, then you must obtain a legal proxy assigning to you the right to vote your shares from the nominee or intermediary who is the shareholder of record. The legal proxy must accompany your ballot to vote your shares in person. You will not be able to vote your shares at the special meeting without a legal proxy and a signed ballot.

You may specify whether your shares should be voted for or against, or whether you abstain from voting with respect to, each of the proposal to approve the merger agreement, the proposal to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger, and the proposal to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

Shares of EMC common stock represented by proxies received by EMC (whether through the return of the enclosed proxy card, by telephone or through the Internet), where the shareholder has specified his or her choice with respect to the proposals described in this proxy statement/prospectus will be voted in accordance with the specification(s) so made. If you are a shareholder of record and you do not submit a proxy, no votes will be cast on your behalf on any of the proposals at the special meeting. If you sign and return your proxy card without specific voting instructions, or if you submit a proxy by telephone or via the Internet without indicating how you want to vote, your shares will be voted in accordance with the EMC board of directors voting recommendations as follows:

Item		Recommendation of EMC Board of Directors
Proposal 1	Approval of the Merger Agreement	**"FOR"**
Proposal 2	Non-Binding, Advisory Vote on Compensation of Named Executive Officers	**"FOR"**
Proposal 3	Adjournment of the Special Meeting	**"FOR"**

The EMC board of directors does not intend to bring any matter before the special meeting other than those set forth above. However, if any other matters properly come before the special meeting, the persons named in the enclosed proxy, or their duly constituted substitutes acting at the special meeting, will be authorized to vote or otherwise act thereon in accordance with their judgment on such matters.

Your vote is very important, regardless of the number of shares you own. Whether or not you expect to attend the special meeting in person, please submit a proxy as promptly as possible, so that your shares may be represented and voted at the special meeting. If your shares are held in the name of a nominee or intermediary, please follow the instructions on the voting instruction card furnished to you by such record holder.

Revocability of Proxies

You may revoke your proxy at any time before your shares are voted at the special meeting by:

- sending a signed, written notice stating that you revoke your proxy to the Office of the Secretary, at EMC's offices at 176 South Street, Hopkinton, Massachusetts 01748, Attention: Secretary;
- submitting a valid, later-dated proxy via the Internet or by telephone before 11:59 PM (Eastern Time) on [ ], 2016, or by mailing a later-dated, new proxy card that is received by [ ] prior to the special meeting; or
- attending the special meeting (or if the special meeting is adjourned or postponed, attending the adjourned or postponed meeting) and voting in person, which will automatically cancel any proxy previously given, or revoking your proxy in person, but your attendance alone will not constitute a vote or revoke any proxy previously given.

If you hold your shares in street name, you must contact your nominee or intermediary to change your vote or obtain a legal proxy to vote your shares if you wish to cast your vote in person at the special meeting.

Solicitation of Proxies; Expenses of Solicitation

This proxy statement/prospectus is being provided to EMC shareholders in connection with the solicitation of proxies by the EMC board of directors to be voted at the special meeting and at any adjournments or postponements of the special meeting. EMC will bear all costs and expenses in connection with the solicitation of proxies, except that Denali and EMC will each pay 50% of the costs of printing and mailing this proxy statement/prospectus. EMC has engaged Innisfree M&A Incorporated to assist in the distribution and solicitation of proxies for the special meeting and will pay Innisfree a fee of approximately $75,000, plus reimbursement of reasonable out-of-pocket expenses.

EMC is making this solicitation by mail, but EMC's directors, officers and employees also may solicit by telephone, e-mail, facsimile or in person. EMC will pay for the cost of these solicitations, but these individuals will receive no additional compensation for their solicitation services. EMC will reimburse nominees or intermediaries, if they request, for their expenses in forwarding proxy materials to beneficial owners.

Certain of Denali's directors, officers and employees may also participate in the solicitation of proxies without additional compensation. In addition, the purchasers under the common stock purchase agreements may be deemed to be participants in the solicitation of proxies.

Householding

EMC has not instituted householding for shareholders of record. However, certain brokerage firms may have instituted householding for beneficial owners of shares of EMC common stock held through brokerage firms. If your household has multiple accounts holding shares of EMC common stock, you may have already received householding notification from your broker. Please contact your broker directly if you have any questions or require additional copies of this proxy statement/prospectus. The broker will arrange for delivery of a separate copy of this proxy statement/prospectus promptly upon your request. EMC shareholders may decide at any time to revoke a decision to household, and thereby receive multiple copies.

Adjournment

If, at the special meeting, the number of shares of EMC common stock present in person or represented by proxy and voting in favor of the proposal to approve the merger agreement is not sufficient to approve that proposal, EMC may move to adjourn the special meeting in order to enable the EMC board to solicit additional proxies for the approval of the merger agreement. In that event, EMC will ask its shareholders to vote only upon the adjournment proposal, and not the merger agreement proposal. The adjournment proposal relates only to an adjournment of the special meeting occurring for purposes of soliciting additional proxies for approval of the merger agreement proposal in the event that there are insufficient votes to approve that proposal. EMC retains

full authority to the extent set forth in its bylaws and Massachusetts law to adjourn the special meeting for any other purpose, or to postpone the special meeting before it is convened, without the consent of any EMC shareholders.

The special meeting may be adjourned from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place, if any, thereof and the means of remote communications, if any, by which shareholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned special meeting, any business may be transacted that might have been transacted at the original meeting. The adjournment may not be for more than 30 days pursuant to the EMC bylaws. If after the adjournment a new record date for determination of shareholders entitled to vote is fixed for the adjourned meeting, the EMC board of directors will fix as the record date for determining EMC shareholders entitled to notice of such adjourned special meeting the same or an earlier date as that fixed for determination of EMC shareholders entitled to vote at the adjourned meeting, and will give notice of the adjourned special meeting to each EMC shareholder of record as of the record date so fixed for notice of such adjourned special meeting. All proxies will be voted in the same manner as they would have been voted at the original convening of the special meeting, except for any proxies that have been effectively revoked or withdrawn prior to the time the proxy is voted at the reconvened meeting.

Tabulation of Votes; Results

EMC will retain an independent party, Broadridge Financial Solutions, Inc., to receive and tabulate the proxies, and to serve as the inspector of election to certify the results of the special meeting.

Preliminary voting results will be announced at the special meeting, and will be set forth in a press release that EMC intends to issue after the special meeting. The press release will be available on EMC's website. Final voting results will be provided in a Current Report on Form 8-K filed with the SEC within four business days after the special meeting. A copy of that Current Report on Form 8-K will be available on EMC's website at *www.emc.com*, after its filing with the SEC and on the SEC's website at *www.sec.gov*.

Other Information

The matters to be considered at the special meeting are of great importance to EMC shareholders. Accordingly, you are urged to read and carefully consider the information contained in or incorporated by reference into this proxy statement/prospectus and submit your proxy via the Internet or by telephone or complete, date, sign and promptly return the enclosed proxy in the enclosed postage-paid envelope. **If you submit your proxy via the Internet or by telephone, you do not need to return the enclosed proxy card.**

Assistance

If you need assistance in completing your proxy card or have questions regarding the special meeting, please contact:

Innisfree M&A Incorporated
501 Madison Avenue, 20th floor
New York, New York 10022
Shareholders may call toll free: (888) 750-5834
Banks and Brokers may call collect: (212) 750-5833

or

EMC Corporation
176 South Street
Hopkinton, Massachusetts 01748
Attention: Investor Relations
Email: emc_ir@emc.com
Telephone: (508) 435-1000

PROPOSAL 1: APPROVAL OF THE MERGER AGREEMENT

General

This proxy statement/prospectus is being provided to EMC shareholders in connection with the solicitation of proxies by the EMC board of directors to be voted at the special meeting and at any adjournments or postponements of the special meeting. At the special meeting, EMC will ask its shareholders to vote on (1) the approval of the merger agreement, (2) the approval, on a non-binding, advisory basis, of the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger and (3) the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

The merger agreement provides for the merger of Merger Sub with and into EMC; as a result of the merger, the separate corporate existence of Merger Sub will cease, and EMC will continue as a wholly owned subsidiary of Denali. **The merger will not be completed without the approval of the merger agreement by EMC shareholders**. A copy of the merger agreement is attached as *Annex A* to this proxy statement/prospectus. You are urged to read the merger agreement in its entirety because it is the legal document that governs the merger. For additional information about the merger, see "*The Merger Agreement*."

Upon the closing of the merger, each share of EMC common stock (other than shares owned by Denali, Merger Sub, EMC or any of its wholly owned subsidiaries, and other than shares with respect to which EMC shareholders are entitled to and properly exercise appraisal rights) automatically will be converted into the right to receive the merger consideration, consisting of (1) $24.05 in cash, without interest, and (2) a number of shares of validly issued, fully paid and non-assessable Class V Common Stock equal to the quotient (rounded to the nearest five decimal points) obtained by dividing (A) 222,966,450 by (B) the aggregate number of shares of EMC common stock issued and outstanding immediately prior to the effective time of the merger, plus cash in lieu of any fractional shares.

The Class V Common Stock is intended to track and reflect the performance of a portion of Denali's economic interest in the VMware business following the completion of the merger; however, there can be no assurance that the market price of the Class V Common Stock will, in fact, reflect the performance of such economic interest. The approximately 223 million shares of Class V Common Stock issuable in the merger (assuming EMC shareholders either are not entitled to or do not properly exercise appraisal rights) are intended to track and reflect approximately 65% of EMC's current interest in the VMware business, which currently consists of approximately 343 million shares of VMware common stock. The number of shares of Class V Common Stock will initially have a one-to-one relationship to approximately 65% of the number of shares of VMware common stock currently owned by EMC. Based on the number of shares of EMC common stock we currently expect will be issued and outstanding immediately prior to the completion of the merger, we estimate that EMC shareholders will receive in the merger approximately 0.111 shares of Class V Common Stock for each share of EMC common stock.

Approval of the merger agreement requires the affirmative vote, in person or by proxy, of holders of a majority of the outstanding shares of EMC common stock entitled to vote as of the record date for the special meeting.

THE EMC BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT EMC SHAREHOLDERS VOTE "FOR" THE APPROVAL OF THE MERGER AGREEMENT.

Background of the Merger

The EMC board of directors conducts regular, ongoing assessments of EMC's business strategy, competitive position and prospects to best position EMC to successfully compete in the rapidly changing IT infrastructure environment and meet evolving customer requirements. In this regard, the EMC board of directors,

together with senior management, engages in regular, in-depth evaluations of EMC's Federation operating model and strategic alternatives, in each case with a view to improving EMC's operations and financial performance and enhancing shareholder value. In particular, over the course of the last several years, the EMC board of directors and senior management have reviewed and considered a variety of strategic alternatives in light of growing challenges and disruptions in the IT industry caused by macro trends towards technology that is mobile, social, cloud-based and big data-driven and which have increased competition in the IT industry and reduced customer demand for traditional storage products. In the past, these reviews have resulted in the EMC board of directors considering a variety of enhancements to its operating model, code-named "Federation 2.X," including, among other alternatives, a spin-off of EMC's shares in VMware to EMC shareholders, capital restructuring transactions, the creation of a tracking stock with respect to EMC's economic interest in VMware, share buy-backs, strategic alliances and acquisition transactions and, more recently, alternatives such as a strategic sale of EMC as a whole, take-private transactions and industry consolidation acquisitions.

From 2012 through the end of September 2015, the EMC board of directors, with assistance from outside consultants, reviewed and discussed EMC's plans for CEO succession.

In connection with its ongoing review of strategic alternatives, commencing in November 2013, the EMC board of directors and senior management, with the assistance of EMC's financial advisors and legal counsel, Skadden, Arps, Slate, Meagher & Flom LLP, referred to as Skadden, engaged in discussions and negotiations with Company X, a leading global provider of enterprise information technology products and services, regarding a potential business combination transaction. The parties ceased discussions regarding a potential transaction in mid-October 2014.

On July 11, 2014, each of Elliott Associates, L.P. and Elliott International Limited, referred to collectively as the Elliott Parties, notified EMC that it intended to file a Hart-Scott Rodino Notification and Report Form with the FTC and the DOJ regarding its intention to acquire a significant interest in EMC's common stock. The Elliott Parties filed their respective notices with the FTC and the DOJ on July 14, 2014 and, since that time, have held a significant interest in EMC's common stock.

On July 21, 2014, The Wall Street Journal reported that an affiliate of the Elliott Parties, Elliott Management Corp., referred to as Elliott Management, and, together with the Elliott Parties, referred to as Elliott, planned to push for a breakup of EMC through a spin-off of EMC's shares in VMware.

From mid-July 2014 through early October 2014, EMC engaged in a number of discussions with representatives of Elliott regarding Elliott's perspectives on strategic alternatives EMC might undertake to enhance shareholder value and on the composition of the EMC board of directors. During this period, EMC, with the assistance of Skadden, also engaged in negotiations with Elliott and its legal counsel regarding the terms of a draft confidentiality and standstill agreement.

On September 24, 2014, Michael S. Dell, the Chief Executive Officer and a director of Denali, contacted Joseph Tucci, EMC's Chief Executive Officer and Chairman, to discuss their respective views of market trends and to assess EMC's interest in a potential transaction between EMC and Denali.

At a meeting of the EMC board of directors held on October 6, 2014, the board discussed with members of EMC's management and EMC's then financial advisors, among other matters, the risks and challenges posed by various strategic alternatives under review by EMC's management, including a spin-off of EMC's shares in VMware to EMC shareholders and a potential transaction with Company X. The board of directors also discussed with management exploring the possibility of partnering with Dell or acquiring certain assets from Dell. At the meeting, the directors expressed their concerns regarding the proposed valuation of the company as well as, among other matters, the execution risks of a potential transaction with Company X, risks associated with Company X's competitive position and the respective prospects of Company X's key businesses. The directors also determined, among other matters, that EMC's financial advisors should prepare an assessment of

the financial impact of a spin-off of EMC's shares in VMware and also reviewed the status of next steps and further analysis with respect to a potential transaction with Company X.

After several weeks of unsuccessful negotiations regarding the terms of a draft confidentiality and standstill agreement, on October 8, 2014, Elliott Management sent, on behalf of the Elliott Parties, a public letter to the EMC board of directors expressing Elliott's view that EMC's Federation structure obscured value in EMC's business and assets. The letter set forth Elliott's proposal that EMC increase shareholder value by spinning off its interest in VMware to EMC shareholders, undertaking a leveraged repurchase of EMC shares and pursuing additional strategic alternatives, including the possible sale of assets or of EMC as a whole to one or more strategic counterparties. Following receipt of the public letter and through the remainder of 2014, representatives of EMC and Elliott continued to engage in discussions regarding possible strategic alternatives and continued to negotiate, with the assistance of their respective legal counsel, the terms of a draft confidentiality and standstill agreement. Also during this period, representatives of the Corporate Governance and Nominating Committee of the EMC board of directors informed representatives of Elliott that the committee was then conducting, with the assistance of an outside consultant, a search for potential director candidates, and that if Elliott had any suggested candidates it wished to be considered, Elliott should submit a list of those names to the committee.

On October 15, 2014, Egon Durban, Managing Partner and Managing Director of Silver Lake Partners and a director of Denali, contacted a representative of EMC's senior management team by telephone to discuss a potential transaction between the parties. On October 28, 2014, Mr. Durban met with a representative of EMC's senior management team to further discuss a potential transaction between the parties.

On October 29, 2014, EMC entered into a non-disclosure agreement with Dell and Silver Lake Management Company IV, L.L.C. pursuant to which the parties agreed to keep confidential certain information disclosed by them, in the event any information were to be disclosed, and to use such information solely for the purposes of evaluating a potential transaction between Dell and EMC. The non-disclosure agreement included certain customary standstill restrictions on Dell, Silver Lake Management Company IV, L.L.C and certain of their respective affiliates, which restrictions have since expired.

At a meeting of the EMC board of directors held on November 4-5, 2014, the board discussed with members of EMC's management, among other topics, the alternatives of enhancement to the Federation model versus spinning off EMC's shares in VMware to EMC shareholders. McKinsey & Co., referred to as McKinsey, which had previously been engaged by EMC with respect to various other matters, participated in discussion at this meeting concerning strategic matters and action plans arising out of the meeting held on October 6, 2014 (noting that discussions with Company X had terminated in mid-October 2014), a review of the current benefits of the Federation model and potential enhancements and improvements to such model and related benefits and risks.

On November 7, 2014 and November 11, 2014, Mr. Durban met with and contacted representatives of EMC's senior management team to further discuss a potential transaction between the parties.

On November 14, 2014, Mr. Dell contacted Mr. Tucci by telephone to further discuss a potential transaction between the parties.

On December 4, 2014, a representative of Silver Lake Partners met with a representative of EMC's senior management team to further discuss a potential transaction between the parties.

At a meeting of the EMC board of directors held on December 10, 2014, the board discussed with members of EMC's management the strategic direction of EMC, including the relative challenges and rewards of enhancing the Federation model versus spinning off EMC's shares in VMware to EMC shareholders. The board also received an update regarding the status of discussions with Elliott, including consideration of a potential candidate identified by Elliott for appointment to the EMC board of directors and a proposed confidentiality and

standstill agreement under discussion between EMC and Elliott. Though no definitive decision was reached at the meeting, the board's collective view was that a spin-off of VMware common stock should be further explored. The board also determined that EMC should continue discussions with Elliott regarding director nominees and the confidentiality and standstill agreement, with the belief that reaching agreement on those issues might provide additional time for further consideration of various strategic alternatives.

On January 10, 2015, the EMC board of directors held a telephonic meeting during which the board discussed timing for further evaluation of Federation options, including execution of EMC's 2015 operating plan and a potential spin-off of EMC's shares of VMware. The board also received an update regarding negotiations of a draft confidentiality and standstill agreement with Elliott. The draft agreement provided, among other things, that the EMC board of directors would appoint Jose E. Almeida, a director nominee identified and proposed by EMC during negotiations between the parties, and Donald J. Carty, a director nominee identified and proposed by Elliott during negotiations between the parties who was determined by the Corporate Governance and Nominating Committee of the EMC board of directors, following the committee's interview and review process, to meet the committee's search criteria, to the EMC board of directors and nominate these individuals for re-election at EMC's 2015 annual meeting of shareholders. The draft agreement also required the Elliott Parties to vote in favor of EMC's slate of directors at the 2015 annual meeting of shareholders and to abide by customary standstill restrictions lasting through September 1, 2015. The EMC board of directors evaluated Mr. Almeida's and Mr. Carty's qualifications, prior experience, potential conflicts of interest and such other matters as the EMC board of directors deemed appropriate to consider with respect to the appointment of an independent director and, contingent upon finalizing the agreement, the EMC board of directors voted to approve an increase in the size of the board to thirteen and to appoint Messrs. Almeida and Carty to the board to serve until the 2015 annual meeting of shareholders. Following the appointment of Messrs. Almeida and Carty to the EMC board of directors, the Corporate Governance and Nominating Committee of the EMC board of directors continued its search for an additional potential director candidate meeting its search criteria.

Following the meeting of the EMC board of directors, EMC entered into a confidentiality and standstill agreement with the Elliott Parties, dated January 10, 2015, on the terms and conditions discussed at the meeting of the board.

On January 23, 2015, Mr. Durban met with a representative of EMC's senior management team to further discuss a potential transaction between the parties.

In late January 2015, Mr. Dell and Mr. Tucci met while attending the World Economic Forum in Davos, Switzerland. During this meeting, Mr. Dell and Mr. Tucci further discussed the possibility of a transaction between EMC and Denali. Shortly thereafter, on February 4, 2015, Mr. Tucci, along with another member of EMC's management team, met with Mr. Durban to discuss a possible transaction between the parties, including the possibility of an acquisition of EMC by Denali.

On February 24, 2015, David Strohm, in his capacity as Lead Director of EMC, met with Jesse Cohn, a Portfolio Manager of Elliott Management, in Menlo Park, California to further discuss Elliott's perspectives on how to enhance shareholder value.

On February 26, 2015 and February 27, 2015, the EMC board of directors met with members of EMC management at the offices of VMware in Palo Alto, California. At the meeting, members of management discussed with the board recently reported financial results for EMC for the fourth quarter of 2014 and reviewed EMC's consolidated financial plan for 2015. Management discussed the challenges EMC could expect to encounter to achieve its consolidated financial plan for 2015 given market trends and the need for EMC to continue to focus its product development efforts on new and emerging technologies, including hybrid cloud technologies. During this discussion, members of senior management reviewed with the board the competitive environment and possible acquisition opportunities that could arise in 2015. Following further review and discussion of the competitive landscape, market trends, EMC's results of operations for 2014 and its financial plan for 2015, the board of directors was generally of the view that while EMC should pursue decisive steps in 2015, a spin-off of EMC's shares in VMware was not a preferable option given the benefits of the current

Federation relationship and efforts directed to research and development, acquisitions of companies of strategic interest and overall Federation enhancement would be more beneficial than continued assessment of a spin-off transaction. At the meeting, Mr. Tucci also provided the board of directors with an update regarding recent discussions with representatives of Elliott, and Mr. Strohm summarized his recent meeting with Mr. Cohn of Elliott Management. Also, in connection with its annual review of the company's leadership and governance structure, the board of directors, with the non-independent directors and director William Green abstaining, voted that, effective immediately, Mr. Green should serve as the Lead Director of the company.

On March 16, 2015, March 26, 2015 and March 30, 2015, representatives of Silver Lake Partners met with and contacted representatives of EMC's senior management team to further discuss a potential transaction between the parties.

On April 2, 2015, Mr. Durban met with a representative of EMC's senior management team to further discuss a potential transaction between the parties.

On April 3, 2015, Messrs. Tucci and Green, along with another member of EMC's senior management team, met with Mr. Dell and Mr. Durban in Austin, Texas to discuss a potential acquisition of EMC by Denali. During this meeting, the parties discussed, among other matters, Denali's possible conceptual transaction structures and financing for an acquisition.

Following the April 3, 2015 meeting, the EMC board of directors received a letter from Denali, dated April 9, 2015, setting forth its interest in continuing to evaluate a potential acquisition of 100% of EMC's core business, excluding VMware, for cash consideration, referred to as the April 9 Letter. The letter did not include a specific offer price but indicated that, based on preliminary due diligence, the amount of consideration that Denali would be willing to pay would represent a substantial premium over the value implied by EMC's and VMware's then current public share trading prices. Additionally, Denali conveyed in the letter its strong interest in continuing to evaluate as part of any such transaction the acquisition by it of a meaningful portion of EMC's economic interest in VMware. The April 9 Letter indicated that Denali anticipated that any acquisition of EMC's core business would be financed through a combination of new cash equity from Michael S. Dell, MSD Partners, Silver Lake and potentially Silver Lake's limited partners or other co-investors, excess cash on hand at EMC and Denali and new debt financing from third-party financing sources, with any acquisition of EMC's VMware shares also financed with a combination of new equity and debt capital.

On April 12, 2015, the EMC board of directors met telephonically to discuss with management, among other matters, the April 9 Letter. During this meeting, a member of EMC's senior management team summarized for the board the April 3, 2015 meeting between representatives of EMC and Denali and discussed Denali's interest in an acquisition of EMC. After further discussion of Denali's expression of interest, the EMC board of directors requested that Mr. Tucci inform Denali that the board had received and discussed its letter. The EMC board of directors reserved for further discussion the topic of a potential transaction with Denali if and as the board deemed such discussion useful for the purpose of building shareholder value. At the meeting, a representative of Skadden also reviewed with the board its fiduciary duties in connection with receipt of the April 9 Letter. Additionally, in connection with EMC's plan to enhance the Federation model by creating a managed cloud services business, the board reviewed and discussed with management, and approved a letter of intent with respect to, a potential acquisition by EMC of Virtustream Group Holdings, Inc., referred to as Virtustream, a cloud software and services company.

During the remainder of April 2015 and throughout May 2015, representatives of Denali, including its legal counsel, Simpson Thacher & Bartlett LLP, referred to as Simpson Thacher, and its accounting and tax advisor, Deloitte & Touche LLP, referred to as Deloitte, conducted a preliminary tax due diligence review of EMC for the purposes of considering various transaction structures for the potential transaction. This review generally consisted of meetings and calls between the parties' respective tax advisors, management teams and legal counsel. Also during this period, McKinsey began preparing, with the help of EMC's management team, an

analysis of the potential synergies of a transaction with Denali and an analysis of certain "Federation 2.X" enhancements. During this period, following director review of a number of potential financial advisory candidates, Mr. Green, with coordination and assistance from members of EMC's management team, also interviewed a number of financial advisors, including Morgan Stanley and Evercore, to act as financial advisors to the EMC board of directors in its review of strategic alternatives.

On April 30, 2015, the EMC board of directors met in Hopkinton, Massachusetts to discuss, among other matters, recent communications with Elliott. At the meeting, the board received and discussed a copy of a letter addressed to the board, dated April 29, 2015, which was sent by Mr. Cohn on behalf of Elliott Management. In the letter, Elliott Management called on the board to take significant and prompt action to maximize EMC's value and requested a meeting between representatives of Elliott Management and a relevant group of EMC's directors, including Mr. Tucci. Mr. Tucci confirmed for the board that, in response to Elliott Management's letter, he along with one or more members of the board would be meeting with representatives of Elliott Management in the upcoming weeks. The board of directors also discussed with management the competitive forces affecting EMC's business, including cloud service offerings and initiatives of various competitors. In connection with this discussion, the board of directors received an update from management regarding ongoing negotiations with respect to the company's proposed acquisition of Virtustream.

On May 5, 2015, Mr. Durban met with a representative of EMC's senior management team to further discuss a potential transaction between the parties.

On May 21, 2015, representatives of Silver Lake Partners contacted a representative of EMC's senior management team by telephone to discuss certain tax matters related to a potential transaction between the parties.

On May 22, 2015, EMC entered into a merger agreement to acquire Virtustream.

On June 2, 2015, Messrs. Tucci and Green, along with other members of the EMC board of directors and senior management, met with Mr. Cohn and other representatives of Elliott Management at EMC's headquarters in Hopkinton, Massachusetts. The representatives of EMC and Elliott Management discussed Elliott Management's concerns reflected in its April 29, 2015 letter, Elliott Management's views regarding potential strategic alternatives available to EMC that could possibly enhance shareholder value and recent initiatives undertaken by EMC to add value, including the pending acquisition of Virtustream.

On June 3, 2015, the non-management directors of the EMC board held a telephonic meeting at which Mr. Green provided the directors with a summary of the June 2, 2015 meeting with representatives of Elliott Management and reviewed an agenda for a call with members of senior management scheduled to occur immediately following the conclusion of the board meeting to discuss the status of the company's review of strategic alternatives. During this later call, members of senior management reviewed: (1) the status of engaging Morgan Stanley and Evercore as financial advisors to assist the company and the board in their assessment of strategic alternatives; (2) the strategic alternatives then being evaluated by senior management, including various "Federation 2.X" enhancements (including acquisitions of companies of strategic interest, a leveraged recapitalization transaction and continued share buy-backs), a potential sale of the company to Denali and the possibility of investigating whether there might be an opportunity with respect to a potential transaction with Company Y, a global provider of servers, storage and networking solutions; (3) strategies to create a managed cloud services business within the Federation, including through the pending acquisition of Virtustream; and (4) additional considerations, beyond strategic and financial concerns, regarding the various strategic alternatives being considered, including the impact of these alternatives on customers, partners and employees of EMC. During this call, members of senior management also presented a process update with respect to a potential transaction with Denali, including a potential meeting to occur in the coming days between certain members of the EMC board and senior management with representatives of Denali, and a preliminary analysis of the estimated cost and revenue synergies of a potential transaction.

On June 8, 2015, Messrs. Dell and Durban met with a member of the EMC board of directors and a representative of EMC's senior management team in Boston, Massachusetts to discuss the potential merits and terms of a transaction between the parties and to obtain additional background information regarding Denali's operations and its strategic vision.

On June 9, 2015, EMC entered into a letter agreement with Morgan Stanley, engaging Morgan Stanley to act as a financial advisor to the EMC board of directors with respect to EMC's evaluation of various strategic alternatives for the company. The letter agreement provided for Morgan Stanley to receive a monthly advisory fee during the term of the agreement but did not require EMC to engage Morgan Stanley as a financial advisor in connection with a potential sale transaction or entitle Morgan Stanley to receive a fee if a sale transaction were consummated.

Also on June 9, 2015, Messrs. Tucci and Green, along with a member of EMC's senior management team, met with Messrs. Dell and Durban in Boston, Massachusetts, to further discuss a potential transaction between the parties, including the parties' respective strategic visions of how a combined Denali-EMC organization would operate following the closing of any such transaction, and to review certain preliminary due diligence questions posed by Denali regarding EMC's business and operations.

On June 15, 2015, the EMC board of directors held a telephonic meeting at which representatives of Morgan Stanley provided the board with Morgan Stanley's preliminary assessment of several strategic alternatives which might be available to EMC to potentially enhance shareholder value. These alternatives included several standalone strategies, including a levered recapitalization of EMC, the issuance by EMC of a tracking stock that would track EMC's economic interest in VMware, the buy-in of VMware's publicly-held shares and a spin-off of VMware, as well as actions involving third parties, including a sale of EMC to a third party and acquisitions of companies of strategic interest. Morgan Stanley also reviewed and discussed with the board of directors financial forecasts for EMC's core businesses prepared by management and presented its preliminary assessment of the potential future prices of EMC stock under various assumptions. Representatives of Evercore also presented Evercore's independent preliminary view of industry and market dynamics and discussed several alternative strategies EMC could potentially pursue that might positively impact EMC's revenue and earnings per share, including a levered recapitalization transaction and acquisitions of companies of strategic interest. Certain members of management, together with a representative of McKinsey, delivered a presentation discussing EMC's Federation strategy and the status and progress of various "Federation 2.X" enhancements to this strategy. Certain members of management also presented an update on EMC's long-range planning, including reviewing multi-year forecasts prepared by management under varied assumptions, and a representative of Skadden discussed with EMC's board of directors its fiduciary duties with respect to its review of the various strategic alternatives potentially available to EMC. The EMC board of directors, together with representatives of Morgan Stanley, Evercore and members of management, engaged in a discussion of certain potential benefits associated with the various potential strategic alternatives discussed, as well as certain concerns and considerations related to the various strategic alternatives. Among the concerns or considerations noted were: with respect to a levered recapitalization of EMC, the sustainability of any price impact following share repurchases, the impact of a higher debt load and lower credit rating for EMC's business, and that this alternative might preclude future large business investments or acquisitions; with respect to the issuance by EMC of a tracking stock to track EMC's economic interest in VMware, the potential complexity from having another publicly traded security representing an interest in VMware, possible financial reporting issues, the continuing need to maintain ownership of 80% of outstanding VMware shares to continue to include VMware in its consolidated tax returns, and that this alternative appeared to present only a modest opportunity to EMC to unlock near-term value; with respect to a sale of EMC to a third party strategic buyer, the limited universe of potential buyer candidates, the challenging deal size for any potential buyer, and the potential impact of exogenous distractions on likely buyer candidates; with respect to a take-private transaction, the complexity of such a transaction, the absence of potential synergies to be realized in a transaction with a financial buyer, the limited universe of potential financial buyer candidates, the significant debt financing that would be required for a financial buyer and the limited range of exit opportunities that would be available to a financial buyer; with

respect to a possible buy-in of outstanding VMware shares, the likely premium required to effectuate the buy-in, the uncertain valuation of EMC common stock post buy-in, and the effect of the loss of an employee hiring and retention tool; with respect to a spin-off of VMware, the loss of full operational alignment, the potential for material dis-synergies on both revenue and earnings and questions about the future of a separate storage entity; and with respect to acquisitions of strategic interest, potential tax issues and timing, the availability and willingness of potential acquisition targets, the need to pay a transaction premium, potential dilution and execution risks in consummating such acquisitions. Mr. Tucci provided the board of directors with an update on a recent meeting between representatives of EMC and Denali to discuss a potential sale transaction, and another member of the board discussed his recent separate meeting with a representative of Denali. EMC's non-management directors engaged in a discussion of the structural alternatives and "Federation 2.X" enhancements presented during the meeting and the option of further engaging with Denali regarding a potential transaction in light of the concerns identified with respect to various strategic alternatives. Following this discussion, the directors established a protocol for further discussions with Denali, pursuant to which Mr. Green, with the advice of EMC's financial advisors and the assistance of other non-management directors of EMC, would lead consideration of whether and how to further engage in discussions with Denali regarding a potential transaction.

Following the June 15, 2015 meeting of the EMC board of directors and through September 2015, members of EMC's senior management team and its legal and financial advisors engaged in a number of discussions with respect to, and conducted research and analysis of, several standalone strategies that EMC could pursue to potentially enhance shareholder value, including the issuance by EMC of a tracking stock that would track EMC's economic interest in VMware, and also reviewed certain key terms and conditions that EMC would expect to see reflected in a draft merger agreement for a potential transaction with Denali.

On June 25, 2015, representatives of Silver Lake Partners contacted a representative of EMC's senior management team by telephone to further discuss a potential transaction between the parties.

On June 26, 2015, EMC entered into a letter agreement with Needham & Company, LLC, referred to as Needham, to engage Needham as a financial advisor to EMC in connection with a possible transaction. In connection with this engagement, Needham reviewed and summarized publicly available financial and market data, including with respect to Denali and Dell, for use by management of EMC in evaluating a possible transaction.

On July 1, 2015, representatives of Silver Lake Partners contacted a representative of EMC's senior management team by telephone to further discuss a potential transaction between the parties.

On July 7, 2015, Mr. Tucci and Mr. Dell participated in a call to further discuss the status of a potential transaction.

On July 9, 2015, the closing of the Virtustream transaction occurred, pursuant to which Virtustream became a wholly-owned subsidiary of EMC.

On July 15, 2015, the EMC board of directors received a letter, dated July 13, 2015, from Denali setting forth its non-binding indication of interest regarding an acquisition of 100% of EMC's core federated businesses and EMC's shareholdings in VMware in a transaction that would deliver to EMC shareholders $33.05 per share of total value to EMC shareholders, referred to as the July 15 Letter. Per the July 15 Letter, the proposed per share consideration would consist of $24.69 per share in cash and $8.36 per share in non-voting tracking stock, which tracking stock would be linked to up to 60% of EMC's economic interest in VMware. The July 15 Letter stated that the $33.05 proposal represented a premium to the implied enterprise value of EMC's core federated businesses (excluding VMware) based on trading prices of EMC common stock and VMware Class A common stock as of July 10, 2015, as well as a premium to EMC's one-, two- and five-year trading highs, and that for purposes of Denali's analysis, Denali valued the economic interest represented by the tracking stock at the then-current public market price of the underlying VMware shares. The July 15 Letter also set forth certain terms that Denali expected would be included in a definitive merger agreement for the transaction, including a go-shop period of unspecified duration during which EMC would be permitted to solicit alternative acquisition proposals

and to enter into such a proposal if superior to the transaction agreed to by EMC and Denali, subject to EMC paying Denali an unspecified termination fee. The July 15 Letter set forth Denali's view that debt financing for the transaction could be readily obtained, enclosed a letter, dated July 13, 2015, from J.P. Morgan Securities LLC, referred to as JP Morgan, expressing JP Morgan's confidence in underwriting a significant amount of Denali's debt financing and provided additional detail regarding the proposed equity financing for the transaction. The July 15 Letter also indicated that EMC would have the ability to specifically enforce Denali's obligation to close the transaction if Denali's closing conditions are satisfied and the necessary debt financing were to be funded, and that a substantial reverse termination fee would be included in the event the merger agreement were terminated because of Denali's breach or because Denali fails to close because its third-party debt financing is not available. The financing structure outlined in the July 15 Letter assumed that Denali would raise $14 to 16 billion in new common and preferred equity from Michael S. Dell, MSD Partners, Silver Lake and potentially Silver Lake's limited partners.

On July 16, 2015, the EMC board of directors met in Boston, Massachusetts to discuss, among other matters, the July 15 Letter with management and EMC's financial advisors. Representatives of Morgan Stanley, which had been provided a version of the July 15 Letter which had the identity of Denali redacted, provided its assessment of Denali's proposal. The EMC board of directors discussed this assessment and Denali's proposal in detail with the representatives of Morgan Stanley, including in the context of EMC's ongoing assessments of strategic alternatives for the company. The non-management directors agreed that a sale of EMC might be attractive and in the best interests of EMC's shareholders, but that an increase in the proposed consideration should be pursued. The non-management directors instructed Mr. Green, as the board's representative, to inform Denali that the consideration proposed in the July 15 Letter was inadequate, while at the same time communicating the board's desire for additional information regarding Denali's indication of interest. The non-management directors also authorized Mr. Green to further engage Morgan Stanley to advise the board regarding a possible transaction with Denali and with respect to alternative strategies to enhance shareholder value. A representative of Skadden advised the board of directors regarding their fiduciary duties under Massachusetts law in light of their receipt of the July 15 Letter. During the meeting, certain members of management also reviewed with the board of directors EMC's second quarter financial results, noting management's expectation that it would reduce its internal forecast of full-year product bookings for the company and would discuss this information in the upcoming earnings call with investors.

On July 21, 2015, representatives of Silver Lake Partners contacted a representative of EMC's senior management team by telephone to further discuss a potential transaction between the parties.

On July 22, 2015, members of EMC's management team held a conference call with investors to discuss EMC's second quarter financial results and full year outlook. During this call, members of EMC's management team discussed the company's decision to reduce its full year revenue forecast by $400 million, identifying as relevant factors a decline in customer demand for traditional storage products, pressure in certain international markets due to geopolitical issues and its general cost structure.

On July 23, 2015, Messrs. Tucci and Green received an email from Mr. Cohn for circulation to the other members of the EMC board of directors. In the email, Mr. Cohn expressed Elliott Management's disappointment with EMC's second quarter financial results and stated that, upon termination of the standstill restrictions on September 1, 2015, Elliott Management intended to appeal directly to EMC's shareholders for change.

As discussed during the July 16, 2015 meeting of the EMC board of directors, on July 27, 2015, Mr. Green contacted Mr. Dell by telephone to further discuss a potential transaction between the parties. During the call, Mr. Green noted that the EMC board of directors had reviewed and discussed the July 15 Letter and had determined that further discussions should take place between the parties to develop a better understanding of Denali's proposal and to further assess the possibility of a transaction. Mr. Green also conveyed to Mr. Dell the EMC board of directors' position that the consideration referenced in the July 15 Letter did not reflect EMC's full value, noting that while the proposed consideration reflected a premium to the then current trading price of EMC shares, the board of directors' position was that EMC's recent investments and growth opportunities were

not fully reflected in the company's then current market price. Mr. Green also discussed the tracking stock component of the consideration referenced in the July 15 Letter, noting that it would be a key element in the evaluation by EMC shareholders of Denali's proposal, and expressed a need for additional information regarding both the tracking stock and the scope and terms of Denali's financing for the proposed transaction.

On July 28, 2015, representatives of Silver Lake Partners contacted a representative of EMC's senior management team and a representative of Morgan Stanley by telephone to further discuss a potential transaction between the parties.

On July 29, 2015, the EMC board of directors met with representatives of EMC's management and Morgan Stanley in Boston, Massachusetts. At the meeting, a representative of Morgan Stanley discussed Morgan Stanley's assessment, including the valuation implications thereof, of certain standalone "Federation 2.X" strategies that EMC could pursue, including a leveraged recapitalization of EMC and the issuance by EMC of a tracking stock linked to EMC's interest in VMware, and compared these alternatives to several other strategies involving third parties, including a strategic sale of EMC and the sale of certain non-core businesses. The EMC board of directors discussed these alternatives in detail, including the concerns and considerations associated with these alternatives previously identified. The board of directors also discussed next steps for engaging with Denali regarding a potential transaction, including the need for greater certainty regarding Denali's ability to obtain necessary financing. Mr. Green also provided the board with a summary of his July 27, 2015 call with Mr. Dell. After further discussion, the EMC board of directors determined that the various standalone strategies discussed with Morgan Stanley at the meeting should be developed and considered in parallel with further discussions with Denali regarding a potential transaction.

On July 30, 2015, a meeting of the EMC board of directors was held in Boston, Massachusetts to discuss, among other matters, the principal terms of a proposed engagement letter with Morgan Stanley providing for Morgan Stanley to act as a financial advisor to the board with respect to the evaluation of strategic alternatives. Following the board's discussion of the terms of the proposed engagement letter, the board directed Mr. Green to finalize and execute the engagement letter. Members of Virtustream's management team also presented an overview of the Virtustream business and the opportunities it could provide the Federation in connection with the creation of a managed cloud services business.

On July 31, 2015, representatives of Silver Lake Partners contacted a representative of EMC's senior management team by telephone to further discuss a potential transaction between the parties.

In August 2015, after the board's consideration of Morgan Stanley's qualifications, expertise, reputation, relationships and knowledge of EMC's business, and negotiations as to the terms of its engagement, EMC entered into a letter agreement, dated August 5, 2015, confirming EMC's engagement of Morgan Stanley as of May 24, 2015 to act as a financial advisor to the EMC board of directors in connection with EMC's evaluation of strategic alternatives for the company, including a possible sale of EMC as a whole. Pursuant to the letter agreement, in addition to a monthly advisory fee, Morgan Stanley was entitled to receive a fee if EMC consummated a sale transaction.

On August 3, 2015, representatives of Silver Lake Partners contacted a representative of EMC's senior management team by telephone to further discuss a potential transaction between the parties.

On August 6, 2015, an organizational call was held between representatives of Bain & Company, Inc., referred to as Bain, consultants to Denali, and McKinsey, consultants to EMC, to discuss various business and financial due diligence related matters, including the creation of a data room and the establishment of a "clean room" protocol for antitrust and competition purposes. Thereafter and continuing throughout the period leading to the execution of the merger agreement, members of Denali's management team, representatives of Silver Lake Partners and Denali's advisors conducted a financial and business due diligence investigation of EMC with the assistance of antitrust counsel to both parties. Denali's financial and business due diligence investigation of EMC generally consisted of, among other things, EMC providing Denali's management team, representatives of Silver

Lake Partners and Denali's financial advisors with financial and other documents related to its business and operations and numerous meetings between the parties' respective management teams, representatives and advisors.

On August 7, 2015, representatives of Silver Lake Partners met with a representative of EMC's senior management team to further discuss a potential transaction between the parties.

On August 18, 2015, a representative of Silver Lake Partners contacted a representative of EMC's senior management team by telephone to further discuss a potential transaction between the parties.

On August 18, 2015, during a telephonic meeting of the Corporate Governance and Nominating Committee of the EMC board of directors, the committee authorized another independent director of the EMC board to assist Mr. Green in his communications with both Denali and Elliott and to serve as a liaison to the committee with respect to such communications.

The following day, on August 19, 2015, the EMC board of directors met telephonically with members of EMC's management and representatives of Morgan Stanley and Skadden to further discuss, among other matters, certain standalone strategies that could be pursued by EMC to potentially enhance shareholder value. At the meeting, representatives of Morgan Stanley provided to the EMC board of directors its views with respect to two such strategies – the issuance by EMC of a tracking stock reflecting EMC's economic interest in VMware and a leveraged recapitalization of EMC – which the directors discussed in detail, noting the issues previously identified with respect to these alternatives continued to be of concern. Morgan Stanley reviewed with the EMC board of directors the terms of certain precedent tracking stocks, noting the potential advantage that a tracking stock linked to EMC's interest in VMware would be well understood given the existing VMware Class A common stock, as well as potential disadvantages, including accounting, legal and corporate complexity, a limitation of EMC's ability to access VMware's cash flows, and that such distribution would reduce the market capitalization of EMC common stock. A representative of Skadden also provided the directors with advice with respect to certain legal considerations related to the issuance of tracking stock. At the meeting, a member of EMC's management team reviewed with the board of directors the data room and related protocols established for Denali and its representatives to continue its financial and business due diligence investigation of the company, which protocols were formulated through discussions with EMC's advisors and representatives of Denali.

In connection with finalizing a "clean room" protocol, on August 21, 2015, EMC, Dell, Bain and McKinsey & Company, Inc. United States entered into a non-disclosure agreement related to the exchange of confidential information among designated representatives of EMC and Dell and a clean team non-disclosure agreement related to the exchange of competitively sensitive information among designated representatives of EMC and Dell.

On August 27, 2015, Messrs. Green and Tucci and a representative of EMC's senior management team met with Messrs. Dell and Durban to further discuss a potential transaction between the parties.

On August 28, 2015, members of EMC's senior management, together with Mr. Green and another member of the EMC board of directors, met with representatives of Silver Lake Partners and representatives of JP Morgan, Denali's financial advisor, in Morristown, New Jersey. At the meeting, EMC's senior management provided the representatives of Silver Lake Partners and the representatives of JP Morgan with additional information regarding EMC's business, operations and financial position, and the representatives of Silver Lake Partners and the representatives of JP Morgan provided EMC's senior management with additional information regarding the terms of Denali's proposed debt financing.

On September 1, 2015, Messrs. Green and Tucci received a letter from Denali addressed to the EMC board of directors, dated September 1, 2015, referred to as the September 1 Letter. The September 1 Letter set forth Denali's revised non-binding indication of interest to acquire 100% of EMC's core federated businesses and

EMC's shareholdings in VMware for cash consideration and non-voting tracking stock. The September 1 Letter reconfirmed Denali's overall per share consideration price set forth in the July 15 Letter of $33.05 per share, but modified the allocation of this consideration between cash and tracking stock so as to consist of $24.92 per share in cash and $8.13 per share in tracking stock. Denali's revised indication of interest also provided that the tracking stock would be linked to up to 60-70% of EMC's economic interest in VMware, an increase from the 60% interest referenced in the July 15 Letter, and that for purposes of Denali's analysis, that Denali was valuing the economic interest represented by the tracking stock at the then-current public market price of the underlying VMware shares. The September 1 Letter stated that the $33.05 proposal represented a premium to the implied enterprise value of EMC's core federated businesses (excluding VMware) based on trading prices of EMC common stock and VMware Class A common stock as of September 1, 2015, as well as a premium to EMC's one-, two- and five-year trading highs. The revised indication of interest also set forth Denali's view that EMC's shareholders would receive additional value, not reflected in the $33.05 proposal, through their ownership of the tracking stock and the synergies Denali expected VMware would realize as a result of the transaction. The September 1 Letter noted Denali's intent to continue to invest heavily in the Boston area community and corporate presence and its belief that the enhanced prospects of a combined Dell-EMC would provide retained EMC employees and executives with greater financial and other opportunities than a standalone EMC. The September 1 Letter also reiterated Denali's confidence in obtaining debt financing for the transaction, provided additional information regarding the nature and timing of its proposed financing, and enclosed letters from JP Morgan, dated September 1, 2015, regarding JP Morgan's continued confidence in underwriting Denali's debt financing and its prior favorable financing experiences with Dell and Silver Lake Partners. The financing structure outlined in the September 1 Letter assumed that Denali would raise $6 to 11 billion of preferred equity from unspecified existing limited partners of Silver Lake and $3 to 8 billion of new equity from Michael S. Dell, MSD Partners, Silver Lake and co-investors.

On September 2, 2015, a meeting of the EMC board of directors was held in New York City, at which members of EMC's management provided the directors with additional information regarding a number of "Federation 2.X" alternatives the company could potentially pursue. The directors compared these alternatives to various other potential strategic options, including a potential transaction with Denali and additional strategic acquisitions of companies of interest. EMC's management also presented data concerning potential aspects of a transaction with Denali, including potential cost and revenue synergies. Representatives of Morgan Stanley provided a market update, including its assessment of current capital market conditions and certain market observations regarding EMC's performance relative to its industry peers, reviewed the financial forecasts for EMC and its valuation analysis of EMC as a standalone company, provided additional financial analysis of a possible recapitalization transaction through the issuance by EMC of a standalone tracking stock and provided an update on the ongoing negotiations of a potential transaction with Denali. The EMC board of directors engaged in a lengthy discussion of the matters presented by management and Morgan Stanley, as well as the September 1 Letter, which was circulated to the directors. The discussion addressed, among other topics, the comparative strategic merits, execution risks and stakeholder considerations of the "Federation 2.X" alternatives presented and of a potential transaction with Denali, as well as timing considerations applicable to each. With respect to the "Federation 2.X" alternatives, the directors considered as potential strategic merits the anticipated continued customer support of Federation strategies, the possibility of EMC realizing additional synergies from consolidation transactions and the availability of capital for strategic acquisitions, and as potential risks the uncertainties as to the anticipated growth rates of certain EMC businesses, EMC's size relative to other large information technology companies, possible limited opportunities for strategic partnerships and the culture challenges of strengthening Federation governance and a CEO transition. With respect to a potential transaction with Denali, in addition to the anticipated value of the merger consideration, the directors considered as possible strategic merits the potential position of the combined company as an information technology leader and possible cross-selling opportunities, and as potential risks the uncertainties and impact on EMC's business that could result from possible other bids for EMC, as well as the possible impact on EMC stakeholders, including employees and the local economy, that might result from any workforce reductions implemented by the surviving company. Following this discussion, Messrs. Dell and Durban and a representative of JP Morgan joined the meeting. Mr. Dell discussed with the board of directors the opportunities that could be created by, and benefits

of, combining Denali's and EMC's respective operations and, along with Mr. Durban and the representative of JP Morgan, provided additional details regarding Denali's proposed financing. Messrs. Dell and Durban also answered a number of questions from the EMC board of directors regarding the effect of the proposed transaction on EMC's employees and other Massachusetts constituencies. Following the departure of Messrs. Dell and Durban and the representative of JP Morgan, the directors continued to discuss the potential transaction with Denali, including the timing and risks of such a transaction, and various "Federation 2.X" alternatives and the possible benefits and risks of these alternatives as discussed in prior meetings of the EMC board of directors. From this discussion, the non-management directors concluded that they needed additional information to better understand the potential risks and rewards associated with Denali's proposal, including the proposed issuance of tracking stock. At the meeting, the EMC board of directors also unanimously approved the creation of a special committee of the board to consider certain matters related to the creation of a managed cloud services business.

On September 4, 2015, Mr. Durban met with a representative of VMware's senior management to discuss the potential transaction between EMC and Denali.

On September 8, 2015, during a telephonic meeting of the Corporate Governance and Nominating Committee of the EMC board of directors, which certain other members of the EMC board also attended, the directors discussed Temasek as a possible preferred equity financing source proposed by Denali in connection with a potential transaction.

On September 14, 2015, Denali provided representatives of EMC a summary of key terms that Denali proposed be included in a merger agreement for the transaction. Among other matters, Denali's summary proposed a thirty-day go-shop period, an eighteen-month "tail" period for any EMC termination fee payable due to entry into or consummation of an alternative transaction following termination of the merger agreement, and a closing condition for the benefit of Denali imposing a limit on the percentage of EMC shareholders seeking to assert appraisal rights in respect of the transaction.

The next day, on September 15, 2015, a member of EMC's senior management team and a representative of Morgan Stanley met in-person in Menlo Park, California with representatives of Silver Lake Partners to discuss the summary of key terms proposed by Denali.

Also on September 15, 2015, the Corporate Governance and Nominating Committee of the EMC board of directors met telephonically, along with another member of the EMC board of directors, to discuss, among other matters, the status of certain "Federation 2.X" enhancements and initiatives undertaken by the company and discussions and work related to a potential transaction with Denali. At the meeting, Mr. Green indicated that he would be participating in an upcoming discussion with representatives of Denali to further review a potential transaction and that he, Mr. Tucci and other representatives of EMC would also be separately meeting with representatives of Elliott Management.

In mid-September 2015, Mr. Green attended a meeting with representatives of Denali. At the meeting, the parties discussed certain proposed terms for a transaction.

On September 17, 2015, Messrs. Green and Tucci, along with another independent director of the EMC board of directors and a member of EMC's senior management team, met with representatives of Elliott Management in New York City. At the meeting, the representatives of EMC and Elliott Management discussed, among other matters, Elliott Management's perspectives on steps EMC could take to enhance shareholder value, reviewed recent value-creating initiatives undertaken by EMC and various other strategic alternatives being considered by EMC and discussed the possibility of the parties entering into another non-disclosure agreement.

On September 18, 2015, members of EMC's senior management team, and representatives of Denali, Silver Lake Partners and Deloitte met to discuss certain tax issues, a proposed requirement that EMC have a minimum amount of cash on hand at closing and related cash repatriation issues in connection with the proposed transaction.

Also, on September 18, 2015, members of EMC's senior management team met with representatives of Silver Lake Partners to discuss certain financial matters in connection with the proposed transaction.

On September 18, 2015, Denali provided a draft merger agreement to EMC. Among other provisions, Denali's draft merger agreement proposed a forty-five day go-shop period, a five business day match right that would continuously reset for another five business days as a result of any amendment to financial or other material terms, an EMC termination fee of $3 billion (reduced to $2 billion with respect to the go-shop period), Denali's right to uncapped expense reimbursement from EMC if the merger agreement is terminated in certain circumstances, an eighteen-month "tail" period for any EMC termination fee payable, a closing condition for the benefit of Denali related to assertion of appraisal rights by EMC shareholders, a requirement that Denali's proposed preferred equity financing be available in order for EMC to be entitled to specific performance of Denali's obligations to consummate the merger, a reverse termination fee of $2 billion, and Delaware governing law and submission to jurisdiction provisions. Denali's draft merger agreement also contemplated a closing condition solely in favor of Denali related to receipt of a tax opinion from Denali's counsel that the merger should be treated as an exchange described in Section 351 of the Internal Revenue Code and that for U.S. federal income tax purposes, the Class V Common Stock should be considered common stock of Denali.

Through October 12, 2015, EMC, Denali, Silver Lake Partners and their respective legal counsel and financial advisors engaged in negotiations concerning the draft merger agreement and its exhibits and schedules, including, among other items, covenants related to the solicitation of acquisition proposals, the ability of the EMC board of directors to change its recommendation, Denali's obligations to obtain financing and consummate the transaction, EMC's rights to specific performance, the parties' respective termination rights and the size and triggers for termination fees, including a reverse termination fee.

Commencing in mid-September 2015 and continuing throughout the period leading to the execution of the merger agreement, representatives of Denali, including its legal counsel and accounting advisors, and Silver Lake Partners conducted confirmatory legal, tax and accounting due diligence of EMC. In connection with this review, on September 23, 2015, Simpson Thacher provided a list to Morgan Stanley regarding the legal due diligence that Denali wished to perform on EMC. In response to this legal due diligence request list and other requests from Denali and its advisors regarding tax and accounting due diligence, EMC provided Denali and its legal counsel and accounting advisors with a number of documents related to its business and operations and held several calls between the parties' respective legal counsel and accounting advisors.

On September 21, 2015, representatives of EMC, Denali, Silver Lake Partners, Morgan Stanley, Skadden and Simpson Thacher met in person and by videoconference to discuss proposed terms of the tracking stock to be issued to EMC shareholders in connection with the proposed transaction. During the call, Denali provided a written summary of certain key tracking stock principles proposed by Denali, which the parties discussed during the call. Among other matters, Denali's summary proposed that the tracking stock be convertible into Denali common stock at any time based on the relative market value of each security at such time, that the tracking stock represent 60% of EMC's current stake in VMware and that the tracking stock vote together as a single class with Denali's other stockholders. Denali's summary also contained provisions related to a proposed capital stock committee of the Denali board, whose initial members were proposed by Denali to be selected in Denali's sole discretion.

On September 22, 2015, during a telephonic meeting of the Corporate Governance and Nominating Committee of the EMC board of directors, which certain other members of the EMC board also attended, Mr. Green discussed with the directors the substance of his September 17, 2015 meeting with representatives of Elliott Management and a conversation between him and Mr. Cohn of Elliott Management that occurred shortly following the September 17, 2015 meeting. Also at this meeting, the committee determined to recommend that Laura Sen, having been determined after the committee's interview and review process to meet its search criteria, be appointed to the EMC board of directors.

Following the meeting of the Corporate Governance and Nominating Committee of the EMC board of directors, on September 22, 2015, the EMC board of directors met telephonically with certain members of

EMC's management team. At the meeting, Mr. Green provided the directors with an update regarding a potential transaction with Denali, including information regarding the work undertaken by Denali to secure financing for the transaction and possible timing of next steps to reach agreement on transaction terms. He also provided the directors with an update regarding the status of certain ongoing work related to "Federation 2.X" initiatives, including with respect to the possible standalone strategy of EMC issuing tracking stock reflecting its economic interest in VMware. The EMC board of directors discussed at length these matters, including the interdependency of efforts related to a potential transaction with Denali, certain "Federation 2.X" initiatives and the creation of a managed cloud services business within the Federation, and agreed on the importance aligning these efforts and director oversight given the interrelatedness of these matters. At this meeting, following an evaluation by the EMC board of directors of Ms. Sen's qualifications, prior experience, potential conflicts of interest and such other matters as the EMC board of directors deemed appropriate to consider with respect to the appointment of an independent director, the EMC board of directors also unanimously agreed to increase the size of the board to thirteen members and to elect Ms. Sen to the board.

On September 23, 2015, Skadden provided a revised draft of the merger agreement to representatives of Denali and Silver Lake Partners.

Also on September 23, 2015, Messrs. Green and Tucci received a letter from Denali addressed to the EMC board of directors, dated September 23, 2015, referred to as the September 23 Letter. The September 23 Letter set forth Denali's further revised non-binding indication of interest to acquire 100% of EMC's core federated businesses, excluding VMware, and EMC's shareholdings in VMware for cash consideration and tracking stock. The September 23 Letter proposed total consideration per share of $33.05 to $33.15 (valuing the economic interest represented by the tracking stock at the then current market price of the underlying VMware common stock), noting that Denali had increased its per share consideration of its offer despite a decrease in the EMC share price and industry valuation multiples since its first proposal. The September 23 Letter did not indicate what portion of the consideration would consist of cash consideration versus tracking stock, but provided that the tracking stock would be linked to 60% of EMC's economic interest in VMware. The September 23 Letter stated that the $33.05-$33.15 proposal represented a premium to the implied enterprise value of EMC's core federated businesses (excluding VMware) based on trading prices of EMC common stock and VMware Class A common stock as of September 22, 2015, as well as a premium over specified mean current trading multiples of a group of EMC's industry peers. The September 23 Letter also provided additional information regarding the anticipated timing, sources and amounts of its proposed debt and equity financing. Also enclosed with the September 23 Letter were letters from Merrill Lynch, Pierce, Fenner & Smith Incorporated, referred to as Merrill Lynch, and JP Morgan, each dated September 22, 2015, expressing the confidence of each of Merrill Lynch and JP Morgan in underwriting Denali's debt financing, as well as term sheets for the debt and equity financing. The financing structure outlined in the September 23 Letter assumed that Denali would raise up to $7 billion of preferred equity from existing limited partners of Silver Lake and up to $4 billion of new common equity from Michael S. Dell, MSD Partners, Silver Lake and Silver Lake's and MSD Partners limited partners.

On September 23, 2015, representatives of EMC's senior management team and representatives of Silver Lake Partners met to further discuss the proposed transaction between the parties.

On September 25, 2015, the EMC board of directors met telephonically with management and representatives of Morgan Stanley and Skadden to discuss, among other matters, the September 23 Letter. At the meeting, representatives of Morgan Stanley provided to the board its assessment of the terms of September 23 Letter, including its valuation analysis of the proposed merger consideration, and discussed Denali's proposed sources and uses to fund the transaction. During this review, Morgan Stanley also discussed certain standalone "Federation 2.X" strategies EMC could alternatively pursue from the point of view of determining the best strategic alternative for EMC shareholders on a risk-adjusted basis. The representatives of Morgan Stanley also provided a valuation analysis of EMC for fiscal years 2015 and 2016 relative to EMC's industry peers. A representative of Skadden reviewed with the board of directors certain key open issues under discussion between Denali and EMC regarding the proposed issuance of tracking stock and Denali's financing for the potential transaction, focusing on issues that

could potentially impact the estimated value of the tracking stock and deal certainty, and also reviewed with the directors their fiduciary duties under Massachusetts law under the circumstances. The key open issues as to the proposed tracking stock included whether the tracking stock would be convertible into Denali common stock at a premium, whether the tracking stock would have a separate class vote and under what circumstances, and the composition of the Capital Stock Committee of the Denali board of directors. The key open issues as to deal certainty regarding Denali's financing included whether Denali's debt commitment letters would be subject to funding conditions related to Denali's existing business or the combined enterprise, whether Denali's debt and common equity commitments would be subject to funding conditions related to the availability of Denali's proposed preferred equity financing, the timing of the marketing period and the size and triggers for the reverse termination fee. Mr. Green provided the directors with an update regarding possible next steps with respect to the proposed transaction with Denali. In executive session, the non-management directors discussed the various presentations by Morgan Stanley and Skadden at length and their respective views of the challenges and risks presented by certain aspects of both Denali's revised indication of interest and the various alternative standalone "Federation 2.X" strategies and their view that EMC should continue to pursue a possible transaction with Denali.

On September 25, 2015, representatives of EMC's senior management team, Silver Lake Partners and Bain met to further discuss the proposed transaction between Denali and EMC.

On September 26, 2015, a member of EMC's senior management team attended a call with Mr. Durban to discuss EMC's and Denali's respective positions as to certain key open transaction terms. Among the principal provisions discussed were those relating to the terms of EMC's right to solicit alternative acquisition proposals during a go-shop period, Denali's obligations to secure debt and common equity financing sufficient to close the transaction, risks associated with the availability of the proposed preferred stock financing and the amount of the per share merger consideration and the allocation of the consideration between cash and tracking stock.

Following the call between a member of EMC's senior management team and Mr. Durban, on September 26, 2015, Simpson Thacher circulated to EMC, Morgan Stanley and Skadden a list setting forth principal open business issues identified by Simpson Thacher, Denali and Silver Lake Partners in their review of the revised draft merger agreement. Shortly following circulation of the list, the parties and their respective legal and financial advisors participated in a call to discuss the open transaction terms which related to, among other things, Denali's financing, including the timing of the marketing period and conditions to funding, a proposed requirement that EMC have a minimum amount of cash on hand at closing to be available in connection with the financing of the transaction, the terms of EMC's right to solicit alternative acquisition proposals during a go-shop period, the ability of the EMC board of directors to change its recommendation, the parties' respective termination rights and the size and triggers for termination fees, including a reverse termination fee, EMC's rights to specific performance, the appropriate efforts standard to obtain the requisite antitrust approvals for the transaction, the treatment of equity awards and other employee compensation and benefits matters and the scope of the parties' respective conditions to closing. During this call, the parties resolved certain of the identified open issues (including the 60-day duration of the go-shop period and the twelve-month "tail" period for any EMC termination fee) and deferred others for further negotiation and discussion. In response to EMC's concerns over the certainty of Denali's financing, Denali indicated that it was seeking to obtain debt commitment letters with a funding condition related to EMC's business that would follow the material adverse effect definition in the merger agreement (and no condition related to Denali's existing business or the combined enterprise), and that Denali was reviewing the size of any preferred equity investment. The parties also discussed the status of Denali's due diligence investigation of EMC. At the conclusion of the call, the parties agreed that certain members of the parties' respective management teams and Skadden and Simpson Thacher would participate in a call to further discuss the status of the remaining key open business issues and that this call would occur prior to an in-person meeting of the parties' respective management teams expected to take place on September 29, 2015 in Menlo Park, California. Shortly following the conclusion of the parties' call on September 26, 2015, a member of EMC's senior management team contacted a representative of Silver Lake Partners to confirm the timing of the call between Denali's and EMC's respective legal advisors and select members of management and to confirm next steps to facilitate a discussion between the parties' respective business teams on September 29, 2015.

On the morning of September 28, 2015, Simpson Thacher circulated to EMC, Morgan Stanley and Skadden an updated list of the principal open business issues, identifying the status of, and proposed next steps to resolve, each issue. Later that day, members of each party's respective management team and Skadden and Simpson Thacher participated in a call to discuss the updated issues list and further discuss each party's respective position.

On September 29, 2015, EMC's and Denali's respective management teams and representatives of Silver Lake Partners met in Menlo Park, California to further discuss the status of the principal open business issues. Representatives of Skadden, Morgan Stanley and Simpson Thacher also participated in the meeting by telephone. Later that day, Skadden and Simpson Thacher participated in a call to negotiate and discuss certain other open legal issues and terms reflected in the draft merger agreement.

Among other matters, the updated list of principal open business issues and related discussions with advisors on September 28-29, 2015 confirmed that EMC and Denali were aligned on the expectation that Denali's debt commitment letters would not include any material adverse effect condition related to Denali's business. However, Denali and its representatives indicated that Denali was continuing to look at alternatives related to sizing and terms of potential preferred equity financing and that the availability of specific performance to EMC if such financing were not available remained an open issue. The parties also discussed the need to develop a mutually agreed plan on availability of EMC cash at closing and a minimum amount to be reflected in the merger agreement reflecting an appropriate cushion above forecasted cash levels. The parties further acknowledged that resolution of open issues as to the delivery of opinions of tax counsel as a condition to closing and the level of certainty in such opinions would be dependent on the terms of the tracking stock.

Also on September 29, 2015, a telephonic meeting of the Corporate Governance and Nominating Committee of the EMC board of directors was held, which certain other members of the EMC board also attended. At the meeting, the directors discussed, among other matters, certain items that they believed should be addressed in an upcoming board update being prepared by management and the company's financial advisors regarding "Federation 2.X," including a review of prior analysis of various strategic alternatives and a risk-adjusted valuation of certain "Federation 2.X" alternatives, and the proposed transaction with Denali, including the anticipated trading range for EMC stock upon announcement of a transaction and the anticipated tracking stock value.

On October 1, 2015, in response to the written summary of certain key tracking stock principles proposed by Denali on September 21, Skadden provided Denali and Simpson Thacher with an initial draft of terms related to the proposed tracking stock to be included in the amended and restated certificate of incorporation of Denali to be in effect upon the closing of the proposed transaction. The proposed terms included that the tracking stock be convertible into Denali common stock only at such time as the Denali common stock was publicly traded and at a 20% premium to the relative trading values at such time, that the tracking stock have a separate class vote in certain circumstances, including charter amendments and business combinations, and that the members of the Capital Stock Committee of the board of directors of Denali be agreed upon by Denali and EMC as of signing definitive transaction documents. Through October 12, 2015, EMC, Denali and their respective legal counsel and applicable financial advisors engaged in negotiations of the draft certificate of incorporation and other related tracking stock documents, including by-law provisions of Denali to be adopted in connection with the closing of the proposed transaction and a tracking stock policy statement of the board of directors of Denali setting forth certain procedures intended to protect the rights of the holders of the tracking stock following the closing of the proposed transaction. During this time, the parties discussed and negotiated, among other matters, the voting, conversion, redemption and dividend rights of holders of the tracking stock, as well as matters relating to a Capital Stock Committee of the board of directors of Denali that would oversee certain matters relating to the tracking stock. While certain terms were included in or omitted from the Class V Common Stock in order to further support the intended tax treatment of the transaction and the Class V Common Stock being recognized as common stock of Denali (see "*Proposal 1: Approval of the Merger Agreement—Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders*"), EMC's management team and representatives of Skadden and Morgan Stanley were able to negotiate transaction terms that were more favorable to EMC shareholders than

those originally proposed by Denali. In particular, the parties agreed that the tracking stock would be convertible into Denali common stock only at such time as the Denali common stock was publicly traded and at a premium of 10-20% to the relative trading values at such time depending on the date of conversion, and that the tracking stock would have a separate class vote for certain charter amendments and business combinations. In addition, the parties agreed that (1) prior to consummation of the merger, Denali would consult with the chairman of the EMC board of directors concerning the individuals proposed by Denali to serve on the Denali board of directors following closing who would satisfy the independence requirements of a company listed on the national securities exchange on which the tracking stock would be listed, (2) the chairman of the EMC board of directors would be able to remove from consideration one person so proposed by Denali to serve on the Denali board of directors following consummation of the transaction, and (3) certain restrictions would be included in the Denali charter prohibiting Denali for two years from acquiring shares of VMware if such share acquisitions would cause the VMware common stock to cease to be publicly traded or VMware to cease to file reports under the Exchange Act.

Beginning in the spring of 2015 and continuing through October 12, 2015, representatives of Denali and Silver Lake engaged in extensive negotiations with respect to the arrangement of the debt financing for the transaction, providing representatives of EMC with periodic updates regarding such negotiations. Following such negotiations, a banking group consisting of eight banks and their affiliates agreed to provide debt financing for the transaction. On October 2, 2015, Simpson Thacher circulated to Skadden a revised draft of the merger agreement and drafts of certain documents related to Denali's proposed equity and debt financing, including a form of common stock purchase agreement pursuant to which certain investors would provide common equity financing for the transaction, a form of securities purchase agreement pursuant to which certain investors would provide preferred equity financing for the transaction and a debt commitment letter. Consistent with prior discussions among Denali, Silver Lake, EMC and certain of their advisors, the debt commitment letter did not include any material adverse effect condition related to Denali's business. However, the initial draft of the debt commitment letter included a funding condition related to Denali's proposed preferred equity financing. Through October 12, 2015, EMC, Denali and their respective legal counsel and financial advisors, as well as Mr. Dell, MSD Partners, Silver Lake Partners, and the banks and other parties providing financing, and their respective legal counsel, engaged in negotiations of the documents related to Denali's proposed equity and debt financing. During this time, EMC and Denali discussed and negotiated, among other matters, deal certainty risks associated with Denali's ability to secure its proposed preferred equity financing, with the parties ultimately agreeing that Denali's financing package would consist of debt and common equity and that the SLP investors, the MD stockholders and the MSD Partners stockholders would commit to an aggregate common equity investment of up to $4.25 billion. For more information about the terms of Denali's debt and equity financing, see "*—Financing of the Merger*" and "*The Merger Agreement—Common Stock Purchase Agreements*."

Also, on October 2, 2015, representatives of EMC's senior management team met telephonically with representatives of a potential financing source for Denali to discuss the potential transaction.

Also on October 2, 2015, representatives of EMC's senior management team and representatives of Silver Lake Partners met telephonically to further discuss the proposed transaction between EMC and Denali.

On October 4, 2015, Mr. Green participated in a conference call with members of EMC's management and representatives of Skadden and Morgan Stanley to review and discuss the key remaining open issues in the draft merger agreement and possible EMC responses with respect to such matters. The call was held in anticipation of a call to be held the next day among Mr. Green, members of EMC's senior management team and representatives of Silver Lake Partners to continue to discuss and resolve open transaction terms. The discussion focused on matters that could affect deal certainty, including matters related to Denali's proposed debt and equity financing, such as the timing of the marketing period and risks related to Denali's proposed preferred equity financing, the parties' obligations to obtain necessary antitrust approvals, a requirement that EMC have a minimum amount of cash on hand at closing, the parties' respective termination rights and the size and triggers for termination fees, including a reverse termination fee, and the amount of the proposed per share consideration, including the

allocation between cash consideration and tracking stock. Representatives of Skadden and Morgan Stanley also reviewed with Mr. Green certain possible key issues related to the tracking stock.

During a call on October 5, 2015, Mr. Green, members of EMC's senior management team and representatives of Silver Lake Partners discussed key remaining open issues in the draft merger agreement, including the amount of the per share merger consideration and certain key issues related to the tracking stock. Following the call, certain members of EMC's senior management team and representatives of Silver Lake Partners who participated in the call communicated by email and telephone to confirm resolution of certain items (including per share merger consideration of $33.15, that no closing condition would be included in relation to assertion of appraisal rights by EMC shareholders and that the merger agreement would be governed by Massachusetts law and disputes resolved in Massachusetts courts), and to reiterate the parties' respective positions with respect to certain remaining open issues.

Also, on October 5, 2015, Mr. Tucci met telephonically with representatives of Temasek, a potential financing source for Denali, to discuss the potential transaction.

On October 6, 2015, the EMC board of directors met in New York City to discuss, among other matters, the proposed transaction with Denali. At the meeting, representatives of Morgan Stanley provided to the board a capital markets update, its updated assessment and financial analysis of various "Federation 2.X" alternatives, its analysis of the issuance of a VMware tracking stock, its updated assessment of a transaction with Denali, including the size of the termination fees under discussion by the parties, its updated valuation of EMC as a standalone company, and its analysis of whether there were other potential competing buyers for a sale transaction. Morgan Stanley also confirmed for the board its view that the proposed transaction with Denali offered a greater risk-adjusted value to EMC shareholders than other strategic alternatives available to the company and also noted that in its view the proposed termination fees to be paid by EMC were unlikely to deter any potential third-party bidders. Morgan Stanley also discussed with the EMC board of directors the favorable comparison of the proposed tracking stock to precedent tracking stocks, in that this would initially be tracking an economic interest in a publicly traded company with an established trading market as well as its own audit committee and governance protocols. Representatives of Evercore also presented their independent preliminary view of the current business environment, tracking stock dynamics and the proposed transaction with Denali. Evercore noted that, in its view and based on the information made available in connection with its preliminary analyses, the proposed transaction with Denali was more attractive than a standalone alternative. The preliminary analyses of Morgan Stanley and Evercore were discussed at the meeting, and the financial analyses used for purposes of Morgan Stanley and Evercore rendering their respective opinions on October 11, 2015 are described below under the headings "—*Opinions of EMC's Financial Advisors—Opinion of Morgan Stanley*" and "—*Opinions of EMC's Financial Advisors—Opinion of Evercore*." Representatives of Skadden described provisions of the proposed merger agreement, including the proposed treatment of outstanding equity awards, and provided the directors with an overview of key outstanding issues under negotiation with respect to the draft merger agreement, focusing on matters that could potentially affect deal certainty. Skadden also discussed with the board its fiduciary duties under Massachusetts law. The directors reviewed with members of management forecasts and valuation analyses for the company in comparison to the proposed per share merger consideration, and certain members of management provided the directors with their views regarding the proposed transaction as compared to alternative "Federation 2.X" strategies. EMC's management also reviewed its analysis of potential revenue synergies of the proposed transaction and discussed with the board preliminary third quarter financial results for 2015, which preliminary results indicated that the company's storage bookings for the quarter were below those forecasted by management. The directors again considered the concerns and risks associated with alternative strategies and the anticipated transaction value and perceived degree of transaction certainty associated with the proposed transaction with Denali. Thereafter, an independent director provided the board with a summary of his and Mr. Green's recent discussion with certain senior executives of VMware regarding the proposed transaction, and Mr. Green summarized potential next steps with respect to discussions with Denali. The board also reviewed the principal terms of a proposed engagement letter with Evercore to serve as a financial advisor to the board and directed Mr. Green to continue to finalize the engagement letter.

Following the meeting of the EMC board of directors, on October 6, 2015, Mr. Strohm resigned from the board of directors and all committees thereof due to increasing conflict with other business and personal obligations.

Also on October 6, 2015, Mr. Green and another independent director of EMC met with certain members of VMware's executive team and two independent directors who were unaffiliated with EMC in New York City to discuss the proposed transaction with Denali. The VMware executives had previously reviewed McKinsey's assessment of potential synergies that could be realized as a result of the transaction.

In early October 2015, Mr. Tucci contacted Mr. Dell to discuss EMC's expectations with respect to its third quarter financial results, including that storage bookings for the quarter were likely to be lower than analyst estimates. Also in early October 2015, a member of EMC's senior management team separately contacted Mr. Durban to discuss EMC's expectations with respect to its third quarter financial results.

On October 7, 2015, Mr. Green, Mr. Tucci, several other members of the EMC board of directors, certain members of EMC's management and representatives of Morgan Stanley met in New York City with two independent directors of VMware who were unaffiliated with EMC to discuss the proposed transaction.

Also on October 7, 2015, EMC entered into a letter agreement with Needham confirming that Needham would receive $500,000 upon the announcement of the merger agreement and $2,000,000 upon the closing of the proposed transaction with Denali for services provided under the terms of the parties' June 26, 2015 engagement letter.

On October 7, 2015, representatives of EMC's senior management team met telephonically with representatives of Silver Lake Partners to discuss certain open transaction issues relating to the repatriation of cash in connection with the requirement that EMC have a minimum amount of cash on hand at closing.

On the evening of October 7, 2015, The Wall Street Journal reported that according to unidentified sources Dell and EMC were engaged in discussions regarding a possible transaction.

On October 8, 2015, Skadden provided a revised draft of the merger agreement to representatives of Denali and Silver Lake Partners. From October 8, 2015 through the morning of October 11, 2015, members of EMC's management team and representatives of Skadden and Morgan Stanley participated in extensive telephonic negotiations with members of Denali's management team, representatives of Silver Lake Partners and representatives of Simpson Thacher regarding remaining open issues reflected in the draft merger agreement markups and related tracking stock and financing documents. Among the principal issues discussed were the allocation of the per share merger consideration between cash and tracking stock, the termination and reverse termination fee amounts, the circumstances under which either party could terminate the draft merger agreement and receive a fee, the amount of minimum cash on hand EMC would be required to make available at closing, the timing of the marketing period, Denali's obligation to secure common equity and debt commitments sufficient to close the transaction (regardless of the availability of preferred equity financing), EMC's ability to issue equity awards between signing and closing, the dividend rights of the holders of the tracking stock and the role of the Capital Stock Committee with respect to the oversight of certain tracking stock matters. During the course of these discussions, EMC's management team and representatives of Skadden and Morgan Stanley were able to negotiate transaction terms that were more favorable to EMC shareholders than those originally proposed by Denali and that were in addition to the increase in transaction price set forth in the September 23 Letter. In particular, the parties agreed: that the Class V Common Stock would be linked to 65% of EMC's economic interest in VMware (versus Denali's proposal of 60% in the September 23 Letter); that the SLP investors, the MD stockholders and the MSD Partners stockholders would commit to an aggregate common equity investment of up to $4.25 billion (eliminating the risk associated with the proposed preferred equity financing); to a reverse termination fee of $4 billion (versus Denali's original proposal of $2 billion) (increased to $6 billion if Denali and Dell do not make available the amount of cash on hand to be made available by Denali for the purpose of financing the merger); to a decrease to the amount of minimum cash on hand EMC would be required to make

available at closing (and an increase to the amount of cash on hand to be made available by Denali); to an EMC termination fee of $2.5 billion (versus Denali's original proposal of $3 billion) outside of the go-shop period; to a $50 million cap on expense reimbursement (versus Denali's original proposal of uncapped expense reimbursement) to Denali if the merger agreement is terminated in certain circumstances; and to a two-business day reset period (versus five business days proposed by Denali) for match rights resulting from any amendment to financial or other material terms (as well as an exception to match rights in the case of an acquisition proposal valued at 115% or more of the merger consideration). In addition, the parties agreed to reciprocal closing conditions with respect to receipt of tax opinions from counsel that the merger, taken together with related transactions, should qualify as an exchange described in Section 351 of the Internal Revenue Code and that for U.S. federal income tax purposes the Class V Common Stock should be considered common stock of Denali.

In October 2015, after the board's consideration of Evercore's qualifications, expertise, reputation and relationships, and negotiations as to the terms of its engagement, and in order to secure the advice of a second independent financial advisor in connection with EMC's evaluation of a sale transaction, EMC entered into a letter agreement, dated October 9, 2015, confirming EMC's engagement of Evercore to act as a financial advisor to the EMC board of directors.

On October 11, 2015, the EMC board of directors met telephonically to consider the terms of the proposed transaction with Denali. Members of EMC's management team and representatives of Skadden and Morgan Stanley also participated in the meeting. A representative of Skadden stated that discussions regarding the draft merger agreement were substantially complete and led the directors through a discussion of a detailed written summary of the merger terms and conditions and the proposed tracking stock terms. The representative from Skadden also discussed with the board the limited open transaction terms under final discussion with representatives of Denali and Silver Lake Partners, including tax treatment for holders of the tracking stock in the event of future changes to tax laws, EMC's and Denali's respective caps on liability and the ability of EMC to grant equity awards prior to closing of the proposed transaction, and reviewed with the directors their fiduciary duties in considering the proposed transaction, including applicable standards for director conduct under Massachusetts law. Representatives of Morgan Stanley also provided Morgan Stanley's assessment of certain key transaction terms, including the terms of the go-shop provision and the size of the termination fees. Representatives of Morgan Stanley and Evercore discussed with the board of directors their respective financial analyses of the proposed transaction, and following their respective discussions, delivered to the EMC board of directors their respective oral opinions, subsequently confirmed in writing, that, as of October 11, 2015, and based upon and subject to the factors, procedures, assumptions, qualifications, limitations and other matters set forth in their respective written opinions, the per share merger consideration set forth in the merger agreement to be received by the holders of EMC common stock entitled to receive such merger consideration was fair, from a financial point of view, to such holders. As the EMC board of directors received fairness opinions from Morgan Stanley and Evercore, the EMC board of directors did not determine it necessary to obtain a fairness opinion with respect to the proposed transaction from an additional financial advisor. For more information about Morgan Stanley's and Evercore's respective opinions, see the discussion under the headings "*—Opinions of EMC's Financial Advisors—Opinion of Morgan Stanley"* and "*—Opinions of EMC's Financial Advisors—Opinion of Evercore*." The directors engaged in a detailed discussion of the terms and conditions of the draft merger agreement, including their respective views on the remaining open transaction terms, with the representatives of Skadden. Following further discussion and careful consideration of the potential reasons for and against the proposed transaction (see "*—EMC's Reasons for the Merger; Recommendation of the EMC Board of Directors*" for additional information), the EMC board of directors unanimously declared the merger agreement and the transactions contemplated thereby advisable and in the best interests of EMC and its shareholders and approved and adopted the merger agreement and the transactions contemplated thereby in all respects, subject to Mr. Green's satisfaction, on behalf of the board of directors, of the resolution of the remaining open transaction issues discussed at the meeting.

Following the meeting of EMC's board of directors, during the evening of October 11, 2015, representatives of EMC, Denali and Silver Lake Partners came to agreement on the remaining open transaction terms.

Representatives of EMC described and discussed the resolution of these matters with Mr. Green, who, on behalf of the EMC board of directors, expressed his satisfaction with such terms. Following the discussion with Mr. Green, legal counsel to EMC, Denali and Silver Lake Partners finalized the transaction documents.

On the morning of October 12, 2015, EMC, Denali and Dell executed the merger agreement. As planned, EMC and Dell then issued a joint press release announcing the transaction.

Following the announcement of the transaction, on October 12, 2015, Elliott Management publicly expressed its strong support for the transaction.

Under the merger agreement, during the "go-shop period" that began on the date of the merger agreement and continued until 11:59 p.m. (Eastern time) on December 11, 2015, EMC was permitted to solicit, initiate, encourage and facilitate acquisition proposals from unaffiliated third parties, including by providing unaffiliated third parties with nonpublic information pursuant to acceptable confidentiality agreements, and to enter into, continue or otherwise participate in discussions or negotiations with any unaffiliated third party in connection with an acquisition proposal. In the go-shop process, representatives of EMC or Morgan Stanley contacted a total of 15 parties (including 10 potential strategic buyers and 5 potential financial buyers) regarding each such party's interest in exploring a transaction with EMC. Company X was not among the potential strategic buyers contacted during the go-shop period due to changes in the structure and business of Company X which had significantly reduced the strategic rationale for a transaction with EMC and the ability of Company X to undertake such a transaction. Company Y was contacted during the go-shop period but declined to enter into a confidentiality agreement or participate in discussions. No party entered into a confidentiality agreement with EMC. Through the end of the go-shop period, no party submitted an acquisition proposal to EMC or its representatives with respect to a possible transaction.

On May 16, 2016, EMC, Denali, Dell and Merger Sub entered into an amendment to the merger agreement to facilitate mechanisms for timely and orderly allocation of the merger consideration.

EMC's Reasons for the Merger; Recommendation of the EMC Board of Directors

At a meeting held on October 11, 2015, the EMC board of directors unanimously determined that the merger agreement and the transactions contemplated thereby, including the proposed merger, are advisable and in the best interest of EMC and its shareholders, and unanimously resolved to approve and adopt the merger agreement and the transactions contemplated thereby, including the proposed Merger. **The EMC board of directors unanimously recommends that EMC shareholders vote "FOR" the approval of the merger agreement.**

In evaluating the proposed transaction, the EMC board of directors consulted with EMC's management and advisors and, in reaching its determination and recommendation, considered a number of factors. The EMC board of directors also consulted with outside legal counsel regarding its obligations and the terms of the merger agreement and the Class V Common Stock.

Many of the factors that were considered favored the conclusion of the EMC board of directors that the merger agreement and the transactions contemplated thereby are advisable and in the best interests of EMC and its shareholders, including the following:

- the belief of the EMC board of directors that, as a result of negotiations between the parties, the merger consideration was the highest value per share for EMC common stock that Denali was willing to pay at the time of those negotiations, and that the combination of Denali's agreement to pay such consideration and the go-shop process described below and under "*The Merger Agreement—Solicitation of Acquisition Proposals*" would result in a sale of EMC at the highest value per share for the EMC common stock that was reasonably available;

- the anticipated value of the per share merger consideration in comparison to historical trading prices for shares of EMC common stock, which per share merger consideration had an implied value of $33.15 per share based on the offer of $24.05 cash and an estimated 0.111 shares of Class V Common Stock for each share of EMC common stock (assuming a valuation for one such share of Class V Common Stock of $81.78, the intraday volume-weighted average price of VMware Class A common stock on October 7, 2015 (the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction)), which assumption was used by the EMC board of directors while recognizing that the market price of the Class V Common Stock may not directly correlate to the market price of the VMware Class A common stock, as discussed with each of Morgan Stanley and Evercore, representing a premium of approximately 28% to the closing price of EMC common stock on October 7, 2015 (based on the assumption described above and subject to the limitations recognized with respect to such assumption by the EMC board of directors noted above);
- the review and consideration by the EMC board of directors with its financial advisors of the relationship of the potential trading price of Class V Common Stock to the trading price of VMware Class A common stock, which review included:
    - Morgan Stanley's consideration of potential changes in the trading price of the Class V Common Stock relative to the VMware Class A common stock and its sensitivities analysis assuming a discount / premium range of (5.0%) – 5.0%, and
    - Evercore's consideration that the Class V Common Stock may be valued at a discount to the trading price of VMware Class A common stock on October 7, 2015 (the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction) and sensitivities conducted by Evercore assuming for illustrative purposes a discount within a range of 0-10%;

  and, following such review and consideration, the belief of the EMC board of directors that the trading price of Class V Common Stock would likely bear a relationship to the trading price of VMware Class A common stock and the recognition of the EMC board of directors that such relationship could result in the Class V Common Stock trading at a premium or discount to the trading price of VMware Class A common stock;
- the fact that a large portion of the merger consideration will be paid in cash, giving EMC shareholders the opportunity to immediately realize value for a significant portion of their investment and providing certainty of value for such portion;
- the fact that a portion of the merger consideration will be paid in Class V Common Stock initially intended to track, in the aggregate, approximately 65% of EMC's current economic interest in the VMware business, and give EMC shareholders who retain the Class V Common Stock payable in the transaction the opportunity to benefit from synergies anticipated to be realized by VMware, which were considered by the EMC board of directors within a potential range of approximately $1.1 billion – $1.3 billion attributable to VMware as a result of the transaction, as estimated by EMC management with the assistance of outside consultants and informed by discussions with and information available from Denali and VMware, including potential revenue synergies deriving from product complementarity, expanded sales channels and access to emerging markets; and the consideration by the EMC board of directors of the comparison of the Class V Common Stock to precedent tracking stocks, including that the Class V Common Stock would initially be intended to track solely an interest in another publicly-traded company and, when taken together with the fact that the Class V Common Stock would contain different characteristics from the VMware Class A common stock that may affect its market price in distinct ways, would potentially provide investors with a publicly-traded stock with an established trading market to look to for purposes of valuing the VMware business, as well as that, as distinguished from precedent tracking stocks, VMware as a public company would have its own audit committee and governance protocols;
- the familiarity of the EMC board of directors with, and understanding of, the business, assets, financial condition, results of operations, current business strategy and prospects of EMC and its subsidiaries;

- the merger consideration to be achieved in the proposed transaction with Denali was viewed to present a higher likelihood of delivering greater value to shareholders than strategic alternatives available to EMC after taking into account the execution risks and other concerns of the EMC board of directors as to the ability to successfully implement such alternatives, as described in "*—Background of the Merger*" on pages 165 and 166, which alternatives included changes to EMC's business and operations and capital structure, issuing shares of VMware common stock held by EMC to EMC shareholders in a "spin-off" transaction and seeking alternative transactions with other third parties, in each case, considering the potential for EMC shareholders to share in any future earnings or growth of EMC's and VMware's business;
- the projected long-term financial results of EMC as an independent, publicly owned company and related macroeconomic and industry-specific trends and risks, and the projected long-term financial results of VMware;
- the review by the EMC board of directors with its legal and financial advisors, as applicable, of the structure of the proposed transaction and the financial and other terms of the merger agreement, including the terms of the Class V Common Stock, the parties' representations, warranties and covenants, the conditions to their respective obligations and the termination provisions, as well as the likelihood of consummation of the proposed transaction and the evaluation of the EMC board of directors of the likely time period necessary to complete the transaction;
- the fact that the merger agreement permits EMC to declare and pay to its shareholders regular quarterly dividends of up to $0.115 per share of EMC common stock during the period prior to the completion of the transaction;
- the closing conditions included in the merger agreement, including the condition that EMC receive an opinion from its tax counsel confirming the U.S. federal income tax treatment of the merger and the Class V Common Stock, and also including the exceptions to the events that would constitute a material adverse effect on EMC for purposes of the merger agreement, as well as the likelihood of satisfaction of all conditions to completion of the transaction;
- the go-shop provisions included in the merger agreement, as well as exceptions to the no-shop provisions that apply after the end of the go-shop period, that are intended to help ensure that EMC shareholders receive the highest price per share reasonably attainable, including:
    - EMC's right to solicit offers with respect to alternative acquisition proposals during a 60-day go-shop period and to participate in discussions or negotiations with certain third parties that make acquisition proposals during the go-shop period until EMC's shareholders approve the merger agreement;
    - EMC's right, subject to certain conditions, to respond to and negotiate with respect to certain unsolicited acquisition proposals made after the end of the go-shop period and prior to the time EMC's shareholders approve the merger agreement;
    - the ability of the EMC board of directors to withdraw or change its recommendation of the merger agreement (subject to Denali's right to terminate the merger agreement), and EMC's right to terminate the merger agreement and accept a superior proposal prior to EMC shareholders' approval of the merger agreement, subject in each case to EMC paying Denali a termination fee of $2.5 billion (or $2.0 billion if EMC terminates the merger agreement to accept a superior proposal during the go-shop period) in connection with such termination, which amount the EMC board of directors believed was reasonable in light of, among other matters, the benefits of the transaction to EMC's shareholders, the typical size of such termination fees in similar transactions and the likelihood that a fee of such size would not be a meaningful deterrent to alternative acquisition proposals, as more fully described under "*The Merger Agreement—Termination Fees*"; and
    - the belief of the EMC board of directors, following consultation with Morgan Stanley, that the right of Denali to negotiate with EMC for a limited time period to match the terms of any superior proposal would not materially deter an interested third party from making an acquisition proposal;

- the fact that the consent of the Capital Stock Committee of the Denali board of directors will be required in connection with certain actions the Denali board of directors may take in respect of the Class V Common Stock, and that a majority of the members of the Capital Stock Committee must qualify as independent directors, as more fully described under "*Description of Denali Tracking Stock Policy*";
- the requirement that prior to the completion of the transaction, Denali consult with the chairman of the EMC board of directors concerning the individuals proposed by Denali to serve on the Denali board of directors following the completion of the transaction who satisfy the independence requirements of a company listed on the national securities exchange on which the Class V Common Stock will be listed, and the ability of the chairman of the EMC board of directors to remove from consideration one person so proposed by Denali to serve on the Denali board of directors following the completion of the transaction;
- the fact that the Denali board of directors will adopt the Denali Tracking Stock Policy (described under "*Description of Denali Tracking Stock Policy*"), the terms of which were negotiated between EMC and Denali, to serve as guidelines in making decisions regarding the relationships between the DHI Group and the Class V Group with respect to matters such as tax liabilities and benefits, inter-group debt, inter-group interests, allocation and reallocation of assets, financing alternatives, corporate opportunities, payment of dividends and similar items, and that the Denali board of directors may not change or make exceptions to these policies without the approval of the Capital Stock Committee, the majority of the members of which must qualify as independent directors, as well as the fact that the DHI Group and the Class V Group will be parts of a single company and the Denali board of directors will have the same fiduciary duties to the stockholders of Denali as a whole (and not to an individual group) and that the negotiated terms of the Denali Tracking Stock Policy, as well as the composition of the Capital Stock Committee of a majority independent directors, were intended to mitigate issues with respect to potential conflicts of interest between the DHI Group and the Class V Group;
- the likelihood of the transaction being completed , based on, among other matters:
    - Denali's having obtained committed debt and equity financing for the transaction, the limited number and nature of the conditions to the funding of the debt and equity financing, the reputation of the financing sources and the obligations of Denali pursuant to the merger agreement to obtain the debt financing and equity financing and cause such financing to be funded;
    - the absence of a financing condition in the merger agreement;
    - EMC's ability, under circumstances specified in the merger agreement, to seek specific performance of Denali's obligations under the merger agreement, including to cause the common equity financing sources under the common equity purchase agreements described under "*—Financing of the Merger*" to fund their respective investments as contemplated by those agreements; and
    - the requirement that, in the event of a failure of the transaction to be completed under certain circumstances, Denali pay EMC a termination fee of $4 billion, or an alternative termination fee of $6 billion in certain circumstances where Denali has failed to make available the amount of cash on hand required by the merger agreement as described under "*The Merger Agreement—Termination Fees*," without EMC's having to establish any damages;
- Denali's stated intent with respect to investing in the Boston area community, and its agreement to maintain the global headquarters of the combined enterprise systems business of Denali and EMC in the Commonwealth of Massachusetts for a period of at least 10 years following the completion of the transaction and the anticipated benefits to EMC's employees and the economies of the region and state resulting therefrom;
- the opinion of Morgan Stanley, dated October 11, 2015, to the EMC board of directors that, as of such date, and based on and subject to the factors, procedures, assumptions, qualifications, limitations and

other matters set forth in its written opinion, the merger consideration to be received by the holders of shares of EMC common stock pursuant to the merger agreement was fair from a financial point of view to the holders of EMC common stock. The opinion is more fully described under "*—Opinions of EMC's Financial Advisors—Opinion of Morgan Stanley*"); and

- the financial analyses of Evercore, financial advisor to EMC, and the opinion of Evercore, dated October 11, 2015, to the EMC board of directors with respect to the fairness to the holders of shares of EMC common stock entitled to receive such merger consideration, from a financial point of view, of the merger consideration, which opinion was based on and subject to the factors, procedures, assumptions, qualifications, limitations and other matters set forth in the opinion, as more fully described under "*—Opinions of EMC's Financial Advisors—Opinion of Evercore*").

In the course of its deliberations, the EMC board of directors also considered a variety of risks and other potentially negative factors, including the following:

- the restrictions the merger agreement imposes on soliciting competing proposals after the go-shop period and the customary matching rights in favor of Denali prior to any termination of the merger agreement by EMC to accept a superior proposal;
- the fact that, other than with respect to the Class V Common Stock received in the merger, which is intended to represent a portion of Denali's economic interest in the VMware business following completion of the merger, EMC shareholders will have no ongoing equity participation in EMC following the transaction and will cease to participate in EMC's future earnings or growth, if any, or benefit from increases, if any, in the value of EMC common stock;
- the possibility that Denali could, at a later date, engage in unspecified transactions, including a restructuring, special dividend or sale of some or all of EMC or its assets, including shares of VMware common stock held by EMC (in which case the holders of Class V Common Stock may be entitled to certain proceeds and/or certain protections, as more fully described under "*Description of Denali Capital Stock Following the Merger*" and "*Description of Denali Tracking Stock Policy*," respectively), to one or more purchasers which could conceivably produce a higher aggregate value than that available to EMC's shareholders in the transaction;
- the fact that no public market for the Class V Common Stock currently exists and that the market price of the Class V Common Stock may not directly correlate to the market price of VMware Class A common stock given the different characteristics of the two securities, as discussed with each of Morgan Stanley and Evercore;
- the fact that the aggregate number of shares of Class V Common Stock to be received by EMC shareholders as consideration upon the close of the transaction was fixed at the signing of the merger agreement, that a decrease in the market price of VMware Class A common stock during the pendency of the transaction may adversely affect the value of the Class V Common Stock received by EMC shareholders upon the completion of the transaction, and that the merger agreement does not provide for any price-based protection with respect to the market price of the Class V Common Stock;
- risks related to Denali's tracking stock capital structure and the characteristics of the Class V Common Stock as described under the section titled "*Risk Factors—Risk Factors Relating to Denali's Proposed Tracking Stock Structure*," which include the potential for Denali's tracking stock capital structure to create conflicts of interest and decisions by the Denali board of directors that could adversely affect only some holders of Denali's common stock; the nature and characteristics of the proposed Class V Common Stock, certain terms of which were negotiated between EMC and Denali in order that the Class V Common Stock be treated as common stock of Denali to support the intended tax treatment of the transaction (see "*Proposal 1: Approval of the Merger Agreement—Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders*"), and that the characteristics of the Class V Common Stock, including by virtue of being a tracking stock, are distinct in many respects from the characteristics of EMC common stock;

- the possibility that the transaction may not be completed or that completion may be unduly delayed for reasons beyond the control of EMC, including the potential length of the regulatory review process and the risk that applicable antitrust, competition and other governmental authorities may prohibit or enjoin the transaction or otherwise impose conditions in order to obtain clearance for the transaction;
- the possibility that, under certain circumstances under the merger agreement, EMC may be required to pay Denali a termination fee of $2.5 billion (or $2.0 billion if EMC terminates the merger agreement to accept a superior proposal during the go-shop period), and that such fee (or up to $50 million of expense reimbursement) may also be payable by EMC to Denali under certain circumstances following the termination of the merger agreement, as more fully described under "*The Merger Agreement—Termination Fees*";
- the risk that the debt financing contemplated by the debt commitment letter or the common equity financing contemplated by the common equity purchase agreements might not be obtained, resulting in Denali and its affiliates not having sufficient funds to complete the transaction;
- the fact that the aggregate amount of the debt financing contemplated by the debt commitment letter and the common equity financing contemplated by the common equity purchase agreements is less than the cash merger consideration and that Denali and EMC will be required to make available at the closing cash on hand, as more fully described under "*The Merger Agreement—Denali Cash on Hand*" and "*The Merger Agreement—Liquidation of Investments; Cash Transfers*," respectively, in order to fund payment of the cash merger consideration;
- the fact that EMC's entitlement to specific performance under the merger agreement to cause Denali to cause the common equity financing to be funded and to cause Denali to complete the transaction is subject to certain requirements, as more fully described under "*The Merger Agreement—Specific Performance; Governing Law and Jurisdiction; Third-Party Beneficiaries—Specific Performance*";
- the fact that in the event the transaction is not completed, EMC's sole monetary remedy against Denali is limited to receipt of a $4 billion (or $6 billion in certain circumstances where Denali has failed to make available the amount of cash on hand required by the merger agreement) termination fee payable by Denali under the applicable circumstances provided by the merger agreement, as more fully described under "*The Merger Agreement—Termination Fees*";
- the risks and costs to EMC if the transaction does not close, including:
    - uncertainty about the effect of the proposed merger on EMC's employees, customers and other parties, which may impair EMC's ability to attract, retain and motivate key personnel, and could cause customers, suppliers, financial counterparties, joint venture partners and others to seek to change existing business relationships with EMC;
    - that EMC is required under the merger agreement to use commercially reasonable efforts to conduct its business in the ordinary course consistent with past practice until the transaction is completed or the merger agreement terminates, subject to limited exceptions, and, without the consent of Denali, will be prohibited from making acquisitions and investments, accessing the debt and capital markets and taking other specified actions until the transaction is completed or the merger agreement terminates, which may prevent EMC from pursuing otherwise attractive business opportunities and taking other actions with respect to its business that it may consider advantageous;
- the fact that the receipt of cash in partial consideration of shares of EMC common stock pursuant to the transaction will be a taxable transaction for U.S. federal income tax purposes;
- the transaction costs to be incurred in connection with the proposed transaction, including in connection with any litigation that may result from the announcement or pendency of the transaction, some of which will be payable even if the transaction is not completed;
- the risk that EMC shareholders may not approve the merger agreement; and

- risks of the type and nature described under the sections titled "*Risk Factors*" and "*Cautionary Information Regarding Forward-Looking Statements*," respectively, and in the documents incorporated herein by reference.

The EMC board of directors considered all of these factors as a whole and, on balance, concluded that they supported a determination to approve the merger agreement. The foregoing discussion of the information and factors considered by the EMC board of directors is not exhaustive. In view of the wide variety of factors considered by the EMC board of directors in connection with its evaluation of the proposed transaction and the complexity of these matters, the EMC board of directors did not consider it practical to, nor did it attempt to, quantify, rank or otherwise assign relative weights to the specific factors that it considered in reaching its decision. The EMC board of directors evaluated the factors described above, among others, and reached a consensus that the merger agreement and the transactions contemplated thereby, including the transaction, were advisable and in the best interests of EMC and its shareholders. In considering the factors described above and any other factors, individual members of the EMC board of directors may have viewed factors differently or given different weight or merit to different factors.

The EMC board of directors made its determination as to the advisability of the proposed merger and unanimously resolved to approve and adopt the merger agreement and to recommend that EMC shareholders vote in favor of the approval of the merger agreement at a meeting of the EMC board of directors held on October 11, 2015, and on October 12, 2015, EMC, Denali and Dell executed the merger agreement. Following such determination and in accordance with the terms of the merger agreement, EMC conducted a "go-shop" process to solicit alternative acquisition proposals. No party submitted an acquisition proposal to EMC or its representatives with respect to a possible transaction during the go-shop period and no acquisition proposals have been received as of the date of this proxy statement/prospectus. As of the date of this proxy statement/prospectus, the implied value of the merger consideration is $[ ] per share based on $24.05 cash and an estimated 0.111 shares of Class V Common Stock for each share of EMC common stock (assuming a valuation for one such share of Class V Common Stock of $[ ], the closing price of VMware Class A common stock on [ ], 2016 (the most recent practicable trading date prior to the date of this proxy statement/prospectus)), representing a premium of approximately [ ]% to the closing price of EMC common stock on October 7, 2015, the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction. The EMC board of directors has not requested or received updated fairness opinions from its financial advisors (see "*Risk Factors—Risk Factors Relating to the Merger—The fairness opinions obtained by the EMC board of directors from its financial advisors will not reflect changes, circumstances, developments or events that may occur or may have occurred after the date of the opinions*") and continues to recommend that EMC shareholders vote in favor of the approval of the merger agreement.

Opinions of EMC's Financial Advisors

Opinion of Morgan Stanley

EMC retained Morgan Stanley to provide financial advisory services and a financial fairness opinion to the board of directors of EMC in connection with the merger. The board of directors of EMC selected Morgan Stanley to act as its financial advisor based on Morgan Stanley's qualifications, expertise, reputation and knowledge of the business of EMC. At the meeting of the board of directors of EMC on October 11, 2015, Morgan Stanley rendered its oral opinion, subsequently confirmed in writing as of the same date, that, as of such date, and based upon and subject to the factors, procedures, assumptions, qualifications, limitations and other matters set forth in its written opinion, the merger consideration to be received by the holders of shares of EMC common stock pursuant to the merger agreement was fair from a financial point of view to the holders of shares of EMC common stock.

The full text of Morgan Stanley's written opinion, dated October 11, 2015, which sets forth, among other things, the assumptions made, procedures followed, matters considered and qualifications and limitations of the review undertaken in rendering its opinion, is attached as *Annex F* to this proxy

statement/prospectus and is incorporated by reference. The summary of Morgan Stanley's fairness opinion set forth in this proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion. Shareholders should read this opinion carefully and in its entirety. Morgan Stanley's opinion was for the benefit of the EMC board of directors, in its capacity as such, and addressed only the fairness from a financial point of view of the consideration to be received by the holders of shares of EMC common stock as of the date of the opinion, and did not address any other aspects or implications of the merger. Morgan Stanley was not requested to opine as to, and its opinion does not in any manner address, the underlying business decision of EMC to proceed with or effect the merger or the likelihood of consummation of the merger, nor does it address the relative merits of the merger as compared to any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available. Morgan Stanley's opinion was not intended to, and does not, constitute an opinion or a recommendation to any shareholder of EMC as to how such shareholder should vote at the shareholders' meetings to be held in connection with the merger, or as to any other action that a stockholder should take relating to the merger. In addition, Morgan Stanley's opinion does not in any manner address the prices at which the Class V Common Stock will trade following the consummation of the merger.

In connection with rendering its opinion, Morgan Stanley, among other things:

(a) Reviewed certain publicly available financial statements and other business and financial information of EMC and VMware, respectively;

(b) Reviewed certain internal financial statements and other financial and operating data concerning EMC and VMware, respectively;

(c) Reviewed certain financial projections prepared by the management of EMC concerning EMC and VMware;

(d) Reviewed information relating to certain strategic, financial and operational benefits anticipated from the merger, prepared by the managements of EMC and Denali;

(e) Discussed the past and current operations and financial condition and the prospects of EMC and VMware, including information relating to certain strategic, financial and operational benefits anticipated from the merger, with senior executives of EMC;

(f) Reviewed the reported prices and trading activity for EMC common stock and VMware Class A common stock;

(g) Compared the financial performance of EMC and VMware and the prices and trading activity of EMC common stock and VMware Class A common stock with that of certain other publicly-traded companies comparable with EMC and VMware, respectively, and their securities;

(h) Reviewed the financial terms, to the extent publicly available, of certain comparable acquisition transactions;

(i) Participated in certain discussions and negotiations among representatives of EMC and Denali and their financial and legal advisors;

(j) Reviewed the merger agreement, the provisions of the Denali certificate related to the Class V Common Stock, the draft commitment letter from a lender substantially in the form of the draft dated October 10, 2015 (the "Commitment Letter") and certain related documents;

(k) Reviewed Denali's proposed sources and uses of funds in connection with the transactions contemplated by the merger agreement; and

(l) Performed such other analyses, reviewed such other information and considered such other factors as Morgan Stanley deemed appropriate.

In arriving at its opinion, Morgan Stanley assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made

available to Morgan Stanley by EMC, and formed a substantial basis for its opinion. With respect to the financial projections, including information relating to certain strategic, financial and operational benefits anticipated from the merger, Morgan Stanley assumed that they had been reasonably prepared on bases reflecting the best currently available estimates and judgments of the managements of EMC and Denali, respectively, of the future financial performance of EMC and VMware. At EMC's direction, Morgan Stanley's analysis relating to the business and financial prospects of EMC and VMware for purposes of its opinion was made on the basis of EMC projections concerning EMC and VMware. Morgan Stanley was advised by EMC, and assumed, with EMC's consent, that the financial projections were reasonable bases upon which to evaluate the business and financial prospects of EMC and VMware, respectively. Morgan Stanley expressed no view as to the financial projections or the assumptions on which they were based. In addition, Morgan Stanley assumed that the merger would be consummated in accordance with the terms set forth in the merger agreement without any waiver, amendment or delay of any terms or conditions, including, among other things, that the merger, taken together with related transactions, would be treated as an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended, that Denali would obtain financing in accordance with the terms set forth in the Commitment Letter, and that the final merger agreement would not differ in any material respects from the draft thereof furnished to Morgan Stanley. Morgan Stanley assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the proposed merger, no delays, limitations, conditions or restrictions would be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed merger. Morgan Stanley is not a legal, tax or regulatory advisor. Morgan Stanley is a financial advisor only and relied upon, without independent verification, the assessment of VMware, EMC and their legal, tax or regulatory advisors with respect to legal, tax or regulatory matters. Morgan Stanley expressed no opinion with respect to the fairness of the amount or nature of the compensation to any of EMC's officers, directors or employees, or any class of such persons, relative to the consideration to be received by the holders of shares of EMC common stock in the transaction. Morgan Stanley did not make any independent valuation or appraisal of the assets or liabilities of EMC, Denali or VMware, nor was Morgan Stanley furnished with any such valuations or appraisals. Morgan Stanley's opinion was necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to Morgan Stanley as of, the date of its opinion. Events occurring after such date may affect Morgan Stanley's opinion and the assumptions used in preparing it, and Morgan Stanley did not assume any obligation to update, revise or reaffirm its opinion.

Morgan Stanley's opinion was limited to the fairness, from a financial point of view, of the consideration to be received by the holders of shares of EMC common stock pursuant to the merger agreement and did not address the relative merits of the merger as compared to any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or were available, nor did it address the underlying business decision of EMC to enter into the merger agreement. Morgan Stanley's opinion was approved by a committee of Morgan Stanley investment banking and other professionals in accordance with its customary practice.

In arriving at its opinion, Morgan Stanley was not authorized to solicit, and did not solicit, interest from any party with respect to the acquisition, business combination or other extraordinary transaction, involving EMC, nor did Morgan Stanley negotiate with any parties, other than Denali, as to the possible acquisition of EMC or any of its constituent businesses.

Summary of Financial Analyses

The following is a summary of the material financial analyses performed by Morgan Stanley in connection with its oral opinion and the preparation of its written opinion dated October 11, 2015. The following summary is not a complete description of Morgan Stanley's opinion or the financial analyses performed and factors considered by Morgan Stanley in connection with rendering its opinion, nor does the order of analyses described represent the relative importance or weight given to those analyses. In connection with arriving at its opinion, Morgan Stanley considered all of its analyses as a whole and did not attribute any particular weight to any

analysis described below. Considering any portion of these analyses and factors considered, without considering all analyses and factors, could create a misleading or incomplete view of the process underlying Morgan Stanley's opinion. The various analyses summarized below were based on the closing price of $25.96 per EMC common share as of October 7, 2015, the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction. Some of these summaries of financial analyses include information presented in tabular format. In order to fully understand the financial analyses used by Morgan Stanley, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Furthermore, mathematical analysis (such as determining the average or median) is not in itself a meaningful method of using the data referred to below.

In performing the financial analyses summarized below and in arriving at its opinion, Morgan Stanley utilized and relied upon certain non-public financial projections for EMC on a consolidated, non-GAAP basis ("Consolidated EMC") and for VMware as provided by the management of EMC and referred to below (the "July Case"). Morgan Stanley, based on management guidance, adjusted the July Case with respect to Consolidated EMC, as presented to the Board of Directors, to reflect an incremental interest expense on $2.5 billion of incremental EMC debt from 2018 onwards (the "Adjusted July Case"). In certain instances, the projections were extrapolated for future periods not accounted for in the projections provided by the management of EMC. Additionally, Morgan Stanley prepared financial projections using publicly available consensus estimates for Consolidated EMC and for VMware through 2017 and extrapolating for future years (the "Street Forecast"). Extrapolation in the Street Forecast assumed a constant dollar growth in revenue and operating income contribution based on publicly available consensus estimates for 2016 and 2017. Morgan Stanley also utilized financial projections for EMC that deconsolidated VMware from Consolidated EMC by subtracting the VMware financial projections from the Consolidated EMC financial projections to derive financial projections that excluded any contribution from VMware ("EMC Core"). For further information regarding these financial projections, see the section entitled "*—Certain Financial Projections Related to EMC*."

Morgan Stanley also calculated the equity value of Consolidated EMC by multiplying EMC's fully diluted shares outstanding times (i) EMC's trading price as of October 7, 2015, the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction, and (ii) the implied merger consideration of $33.15 per share. For purposes of this analysis, Morgan Stanley assumed, based on management guidance, that 1.94 billion basic shares, 29.9 million options at a weighted average exercise price of $12.86 and 56 million restricted or performance stock units were outstanding.

	EMC Consolidated
Price as of October 7, 2015	$ 25.96
Fully Diluted Shares Outstanding (million)	2,010
Equity Value (million)	$ 52,179
Implied Merger Consideration	$ 33.15
Fully Diluted Shares Outstanding (million)	2,013
Equity Value (million)	66,736

Analyses Related to EMC and VMware

Regression Framework

In order to evaluate the relationship between trading multiples and forecasted growth, Morgan Stanley compared certain financial information of EMC with publicly available consensus earnings estimates and public market multiples for other companies that share similar business characteristics with EMC. The companies used in this comparison included:

Comparable Peer Set 1

	2016 Revenue Growth	2016 AV/EBITDA Multiples	2016 P/E Multiples
Cisco Systems, Inc.	3.6%	6.4x	11.8x
Hewlett-Packard Company	(0.6%)	4.8x	7.5x
International Business Machines Corporation	(0.9%)	7.8x	9.3x
Microsoft Corporation	5.4%	9.1x	15.2x
NetApp, Inc.	1.7%	5.4x	12.0x
Oracle Corporation	2.3%	8.6x	13.7x
SAP SE	5.1%	10.4x	15.2x
Symantec Corporation	3.1%	5.8x	10.6x
VMware, Inc.	11.3%	11.8x	18.0x

Comparable Peer Set 2

	2016 Revenue Growth	2016 AV/EBITDA Multiples	2016 P/FCF Multiples
CA, Inc.	2.0%	7.2x	13.3x
Citrix Systems, Inc.	5.1%	11.1x	15.9x
Red Hat, Inc.	14.8%	21.8x	21.1x
salesforce.com, inc.	20.5%	31.4x	36.3x

For purposes of this analysis, Morgan Stanley performed a regression analysis that evaluated:

Revenue Growth to Key Valuation Metric Regression Framework

the ratio of (i) the stock price to (A) earnings per share ("EPS") (adjusted for dilution from equity awards) for Comparable Peer Set 1 or (B) projected free cash flow per share (adjusted for dilution from equity awards) for Comparable Peer Set 2, for calendar year 2016, to (ii) the estimated annual growth rate in revenue for such companies during the period from calendar year 2015 through calendar year 2016, in each case as reflected by publicly available consensus equity research analyst estimates. Morgan Stanley used different analyses for Comparable Peer Set 1 and Comparable Peer Set 2 because, in Morgan Stanley's judgment, the companies included in Comparable Peer Set 1 trade on price-to-earnings ("P/E") multiples, while the companies included in Comparable Peer Set 2 trade on free cash flow multiples. This analysis is referred to as the "Revenue Growth to Key Valuation Metric Regression Framework" and yielded an exponential regression line with an R-squared (a statistical measure of how close the data are to the fitted regression line) value of 88%; and

Revenue Growth to EBITDA Regression Framework

the ratio of (i) the aggregate value, which is defined as fully-diluted market capitalization (calculated using the treasury stock method) plus total debt, less cash and cash equivalents ("Aggregate Value"), to estimated earnings before interest, taxes, depreciation and amortization and stock-based compensation expense ("EBITDA") for calendar year 2016, to (ii) the estimated annual growth rate in revenue for such companies during the period from calendar year 2015 through calendar year 2016, in each case as reflected by publicly available consensus equity research analyst estimates. This analysis is referred to as the "Revenue Growth to EBITDA Regression Analysis" and yielded an exponential regression line with an R-squared value of 86%.

No company utilized in the regression framework is identical to EMC. In evaluating comparable companies, Morgan Stanley made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, which are beyond the control of EMC. These include, among other things, the impact of competition on the businesses of EMC and the industry generally, industry growth, and the absence of any adverse material change in the financial condition and prospects of EMC or the industry, or in the financial markets in general.

Implied Trading Analysis

Consolidated EMC

Morgan Stanley performed an analysis in which it calculated the trading value per EMC common share, using one-year forward price-to-earnings ("P/E") multiples for Consolidated EMC and applying such analysis to the Street Forecast and the Adjusted July Case. P/E multiples were derived using the Revenue Growth to Key Valuation Metric Regression Framework and estimated 2016 growth rates and ranged from 12.2x – 13.2x for the Consolidated EMC Street Forecast and 11.8x – 12.8x for the Consolidated EMC Adjusted July Case. These multiple ranges were selected based on a (0.5)x / 0.5x variance from the applicable point estimates provided in the Revenue Growth to Key Valuation Metric Regression Framework. These calculations resulted in the following ranges:

	Range (1)
Street Forecast	$ 25.00 – $27.00
Adjusted July Case	$ 24.00 – $26.00

(1) Per share amounts rounded to the nearest 50 cents.

EMC Core plus VMware

Morgan Stanley performed a separate analysis in which it calculated the trading value per EMC common share using EMC Core on a stand-alone basis plus Consolidated EMC's 81% stake in VMware ("EMC Core plus VMware"). Morgan Stanley performed the analysis calculating trading value per EMC Core and VMware on a per Consolidated EMC common share basis, using P/E multiples and applying such analysis to the EMC Core and VMware Street Forecast and the EMC Core and VMware Adjusted July Case. P/E multiples were derived using the Revenue Growth to Key Valuation Metric Regression Framework and estimated 2016 growth rates and, for the Street Forecast, ranged from 10.5x – 11.5x for EMC Core and 17.8x – 18.8x for VMware, and for the Adjusted July Case, ranged from 10.3x – 11.3x for EMC Core and 16.4x – 17.4x for VMware. These multiple ranges were selected based on a (0.5)x / 0.5x variance from the applicable point estimates provided in the Revenue Growth to Key Valuation Metric Regression Framework. These calculations resulted in the following ranges:

	Range (1)
Street Forecast	$ 27.50 – $29.50
Adjusted July Case	$ 26.00 – $28.00

(1) Per share amounts rounded to the nearest 50 cents.

Discounted Future Equity Value Analysis

Morgan Stanley performed a discounted equity value analysis to calculate ranges of implied equity values per common share of EMC as of October 9, 2015, which is designed to provide insight into the estimated future implied value of a company's equity price per share as a function of its estimated future EPS and P/E ratios. The resulting values are subsequently discounted by an assumed cost of equity to arrive at a range of present values for the company's price per share. For purposes of this analysis, Morgan Stanley did not take into account payments of any dividends by EMC.

Consolidated EMC

Morgan Stanley performed an analysis of the present value per EMC common share of implied future trading prices by applying P/E ratios to the estimated one-year forward EPS of Consolidated EMC from year 2017 and year 2019 (i.e., for the twelve-month periods ending December 31, 2017 and December 31, 2019, respectively). All P/E ratios were derived from the Revenue Growth to Key Valuation Metric Regression

Framework and revenue growth rates for the applicable forward year. Morgan Stanley applied such analysis to both the Street Forecast and the Adjusted July Case. For the Street Forecast, Morgan Stanley used a P/E ratio of 13.2x for year 2017 and 12.8x for year 2019. For the Adjusted July Case, Morgan Stanley used a P/E ratio of 13.7x for year 2017 and 15.0x for year 2019. Morgan Stanley then calculated what the current price of EMC common shares would be if this future share price was discounted back to October 9, 2015, using a discount rate range of 8.3 – 10.3%. Such range of discount rates, reflecting estimates of Consolidated EMC's cost of equity, was derived by Morgan Stanley using its experience and professional judgment, with the application of an upward/downward sensitivity of 1.0%/(1.0)% to its cost of equity analysis and using the Capital Asset Pricing Model, taking into account a predicted beta of 1.19 based on the U.S. local predicted beta provided by Barra, an estimated risk-free rate of 2.1% based on the interest rate of 10-year U.S. Treasury Notes as of October 9, 2015 and an equity risk premium of 6.0% estimated by Morgan Stanley using its professional judgment and experience.

	2017 Range (1)	2019 Range (1)
Street Forecast	$ 25.00 – $26.00	$ 23.00 – $24.50
Adjusted July Case	$ 28.50 – $29.50	$ 30.50 – $33.00

(1) Per share amounts rounded to the nearest 50 cents.

EMC Core plus VMware

Morgan Stanley performed a separate analysis of the present value per EMC common share of implied future trading prices by applying P/E ratios to estimated one-year forward EPS of EMC Core plus VMware for year 2017 and year 2019. Morgan Stanley applied such analysis to both the Street Forecast and the Adjusted July Case. For the Street Forecast, Morgan Stanley used a P/E ratio of 12.0x for EMC Core and 15.8x for VMware for year 2017, and 11.8x for EMC Core and 14.5x for VMware for year 2019. For the Adjusted July Case, Morgan Stanley used a P/E ratio of 12.7x for EMC Core and 15.9x for VMware for year 2017, and 13.9x for EMC Core and 16.9x for VMware for year 2019. All P/E ratios were derived from the Revenue Growth to Key Valuation Metric Regression Framework and revenue growth rates for the applicable forward year. Morgan Stanley then calculated what the current price of EMC common shares would be if the future share prices of EMC Core and VMware were discounted back to October 9, 2015, using discount rate ranges of 8.3 – 10.3% for EMC Core and 8.0 – 10.0% for VMware. Such ranges of discount rates, reflecting estimates of EMC Core's and VMware's respective costs of equity, were derived by Morgan Stanley using its experience and professional judgment, with the application of an upward/downward sensitivity of 1.0%/(1.0)% to each company's cost of equity analysis and using the Capital Asset Pricing Model, taking into account a predicted beta of 1.19 for EMC Core and 1.15 for VMware, each based on the U.S. local predicted beta provided by Barra; an estimated risk-free rate of 2.1% for both EMC Core and VMware, based on the interest rate of 10-year U.S. Treasury Notes as of October 9, 2015; and an equity risk premium of 6.0% for both EMC Core and VMware, each estimated by Morgan Stanley using its professional judgment and experience.

	2017 Range (1)	2019 Range (1)
Street Forecast	$ 26.00 – $27.00	$ 23.50 – $25.50
Adjusted July Case	$ 29.00 – $30.00	$ 31.00 – $33.50

(1) Per share amounts rounded to the nearest 50 cents.

Discounted Cash Flow Analysis

Consolidated EMC

Morgan Stanley performed a discounted cash flow analysis, which is designed to provide an implied value of a company by calculating the present value of the estimated future cash flows and terminal value of the company. Morgan Stanley calculated ranges of equity values per EMC common share based on discounted cash flow analyses until December 30, 2020 for Consolidated EMC. Morgan Stanley relied on the Street Forecast and

EMC Adjusted July Case for fiscal years 2015 – 2020 and used the following assumptions: (i) a 15% incremental repatriation tax rate on cash generated offshore, which rate was based on management's guidance; (ii) stock-based compensation as a cash expense; and (iii) restructuring adjustments as a cash expense. Morgan Stanley then calculated a range of implied values of Consolidated EMC by calculating a range of the present values of EMC's unlevered free cash flows (defined as net cash provided by operating activities and certain one-off non-operating activities, plus after-tax net interest expense less additions to property, plant and equipment, capitalized software development costs, and after-tax stock based compensation expense) for the period from September 30, 2015 through December 30, 2020, and a terminal value based on an Aggregate Value to EBITDA ("AV / EBITDA") multiple of 7.2x for the Street Forecast and 8.9x for the Adjusted July Case. Morgan Stanley selected these AV / EBITDA multiples based on the Revenue Growth to EBITDA Regression Framework and estimated forward revenue growth in the terminal year. The estimated forward revenue growth in the terminal year was extrapolated from 2020 by assuming a constant dollar growth in revenue and operating income contribution based on the 2020 July case. The free cash flows and terminal values were discounted to present values as of September 30, 2015 at a range of discount rates of 7.3% to 9.3%. Such range of discount rates, reflecting estimates of Consolidated EMC's weighted average cost of capital, was derived by Morgan Stanley using its experience and professional judgment, with the application of an upward/downward sensitivity of 1.0%/(1.0)% to its weighted average cost of capital analysis and using the Capital Asset Pricing Model, taking into account a predicted beta of 1.19 based on the U.S. local predicted beta provided by Barra, an estimated risk-free rate of 2.1% based on the interest rate of 10-year U.S. Treasury Notes as of October 9, 2015, an equity risk premium of 6.0% estimated by Morgan Stanley using its professional judgment and experience, an assumed tax rate of 23.6% based on the Adjusted July Case, and an estimated pre-tax cost of debt of 2.4% based on EMC's current capital structure. The sum of the discounted free cash flow and terminal values resulted in an estimated Aggregate Value. An estimated equity value was calculated by reducing the Aggregate Value by (i) EMC's net debt as of June 30, 2015, which was calculated using reported debt balances and reported cash balances adjusted for a 15% incremental repatriation tax rate on offshore cash amounts, and (ii) the estimated fully-diluted equity value of interests in VMware not owned by EMC, calculated using the discounted cash flows of VMware as described in "*Analyses Related to VMware – Discounted Cash Flow Analysis*". The resulting equity value was then divided by the fully diluted shares outstanding of EMC which resulted in the following ranges:

	Range (1)
Street Forecast	$ 31.00 – $33.50
Adjusted July Case (without M&A spend)	$ 39.00 – $42.00
Adjusted July Case (with M&A spend)(2)	$ 37.00 – $40.50

(1) Per share amounts rounded to the nearest 50 cents.

(2) Unlevered Free Cash Flow numbers, as described below under "*—Certain Financial Projections Related to EMC*," used in this analysis included adjustment to reflect assumption of additional $1 billion per year of incremental M&A spend to sustain growth forecast.

EMC Core plus VMware

Morgan Stanley performed a separate discounted cash flow analysis by calculating ranges of equity values per EMC common share based on the discounted cash flows of EMC Core plus the discounted cash flows of VMware based on the discounted cash flow analysis of VMware set forth below. Morgan Stanley relied on the Street Forecast and Adjusted July Case for fiscal years 2015 – 2020 and used the following assumptions: (i) a 15% incremental repatriation tax rate on cash generated offshore; (ii) stock-based compensation as a cash expense; and (iii) restructuring adjustments as a cash expense. Morgan Stanley then calculated a range of implied values of EMC by calculating a range of the present values of EMC Core's and VMware's unlevered free cash flows for the period from September 30, 2015 through December 30, 2020, and, for the Street Forecast, a terminal value based on an AV / EBITDA multiple of 6.5x for EMC Core and 7.9x for VMware, and for the Adjusted July Case, an AV / EBITDA multiple of 8.1x for EMC Core and 9.7x for VMware. Morgan Stanley selected these AV / EBITDA multiples based on the Revenue Growth to EBITDA Regression Framework and estimated future revenue growth in the terminal year. The free cash flows and terminal values were discounted to

present values as of September 30, 2015 at a range of discount rates of 7.3% – 9.3% for EMC Core and 7.7 – 9.7% for VMware. Such ranges of discount rates, reflecting estimates of EMC Core's and VMware's respective weighted average costs of capital, were derived by Morgan Stanley using its experience and professional judgment, with the application of an upward/downward sensitivity of 1.0%/(1.0)% to each company's weighted average cost of capital analysis and using the Capital Asset Pricing Model, taking into account a predicted beta of 1.19 for EMC Core and 1.15 for VMware, each based on the U.S. local predicted beta provided by Barra; an estimated risk-free rate of 2.1% for both EMC Core and VMware, based on the interest rate of 10-year U.S. Treasury Notes as of October 9, 2015; an equity risk premium of 6.0% for both EMC Core and VMware, each estimated by Morgan Stanley using its professional judgment and experience; an assumed tax rate of 23.6% for EMC Core and 20.2% for VMware, each based on the Adjusted July Case; and an estimated pre-tax cost of debt of 2.4% for EMC Core and 1.8% for VMware, each based on such company's current capital structure. The sum of the EMC Core's and EMC's 78% fully-diluted ownership of VMware's discounted free cash flow and terminal values resulted in an estimated Aggregate Value. An estimated equity value was calculated by reducing the Aggregate Value by EMC Core's net debt plus 78% of VMware's net debt as of June 30, 2015, which were both calculated using reported debt balances and reported cash balances adjusted for a 15% incremental repatriation tax rate on offshore cash amounts. The resulting equity value was then divided by the fully diluted shares outstanding of EMC which resulted in the following ranges:

	Range (1)
Street Forecast	$ 30.00 – $32.50
Adjusted July Case (without M&A spend)	$ 38.00 – $41.00
Adjusted July Case (with M&A spend)(2)	$ 36.00 – $39.50

(1) Per share amounts rounded to the nearest 50 cents.
(2) Unlevered Free Cash Flow numbers, as described below under "*—Certain Financial Projections Related to EMC*," used in this analysis included adjustment to reflect assumption of additional $1 billion per year of incremental M&A spend to sustain growth forecast.

Premia Paid Analysis

Morgan Stanley noted the percentage premia paid relative to 30-day average and last twelve month (LTM) high trading prices for selected precedent hardware and software technology transactions since 2002 with a publicly announced transaction value of more than $2 billion (which numbered 40).

Based on the first and fourth quartile median premia of the selected transactions, Morgan Stanley calculated a range of premia relative to EMC's trading price as of October 7, 2015, the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction. In addition to ranges based off of EMC's 30-day average and LTM high trading prices, Morgan Stanley also calculated a range based off of EMC's 1-day spot price as of October 7, 2015 using the selected transactions' 30-day average premia. This analysis indicated the following:

	EMC Price	Precedent Premia (First – Fourth Quartile)	Range (1)
1-Day Spot Premium	$ 25.96	21% –59%	$ 31.50 – $41.50
30-Day Prior to Announcement	$ 24.24	21% –59%	$ 29.00 – $38.50
LTM High	$ 30.89	(12%) – 34%	$ 27.00 – $41.50

(1) Per share amounts rounded to the nearest 50 cents.

No company or transaction utilized in the precedent premia analysis is identical to EMC or the merger. In evaluating the precedent transactions, Morgan Stanley made judgments and assumptions with regard to industry performance, general business, market and financial conditions and other matters that are beyond the control of EMC, such as the impact of competition on the business of EMC or its industry generally, industry growth and the absence of any adverse material change in the financial condition of EMC or its industry or in the financial

markets in general, all of which could affect the public trading value of the companies and the aggregate value and equity value of the transactions to which they are being compared. Morgan Stanley considered a number of factors in analyzing the implied merger consideration of $33.15 per share, which was calculated by Morgan Stanley based on the offer of $24.05 cash and an estimated 0.111 shares of Class V Common Stock per share of EMC common stock, assuming a valuation for one such share of Class V Common Stock of $81.78, the intraday volume-weighted average price of VMware Class A common stock on October 7, 2015 (the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction). That points in the range of implied present values per EMC common share derived from the valuation of precedent transactions were less than or greater than the implied merger consideration is not necessarily dispositive in connection with Morgan Stanley's analysis of the implied merger consideration, but one of many factors that Morgan Stanley considered.

Analyses Related to VMware

Discounted Future Equity Value Analysis

Morgan Stanley performed an analysis of the present value per VMware common share of implied future trading prices by applying P/E ratios to estimated one-year forward EPS of VMware on both a no-synergies basis and assuming revenue synergies of $1.1—$1.3 billion attributable to VMware resulting from the merger for year 2017 and year 2019. Morgan Stanley applied such analysis to both the VMware Street Forecast and the VMware Adjusted July Case. For the VMware Street Forecast, Morgan Stanley used a P/E ratio of 15.8x for year 2017 and 14.5x for year 2019. For the VMware Adjusted July Case, Morgan Stanley used a P/E ratio of 15.9x for year 2017 and 16.9x for year 2019. All P/E ratios were derived from the Revenue Growth to Key Valuation Metric Regression Framework and revenue growth rates for the applicable forward year. Morgan Stanley then calculated what the current price of VMware common shares would be if this future share price was discounted back to October 9, 2015, using a discount rate range of 8.0 – 10.0%. Such range of discount rates, reflecting estimates of VMware's cost of equity, was derived by Morgan Stanley using its experience and professional judgment, with the application of an upward/downward sensitivity of 1.0%/(1.0)% to its cost of equity analysis and using the Capital Asset Pricing Model, taking into account a predicted beta of 1.15 based on the U.S. local predicted beta provided by Barra, an estimated risk-free rate of 2.1% based on the interest rate of 10-year U.S. Treasury Notes as of October 9, 2015, and an equity risk premium of 6.0% estimated by Morgan Stanley using its professional judgment and experience.

	2017 Range (1)	2019 Range (1)
VMware Street Forecast		
No Assumed Synergies	$ 75.00 – $78.00	$ 70.00 – $75.50
With Assumed Synergies	$ 86.00 – $91.50	$ 79.50 – $87.50
VMware Adjusted July Case		
No Assumed Synergies	$ 71.50 – $74.50	$ 78.50 – $84.50
With Assumed Synergies	$ 82.50 – $87.50	$ 90.00 – $99.00

(1) Per share amounts rounded to the nearest 50 cents.

Discounted Cash Flow Analysis

Morgan Stanley calculated ranges of equity values per VMware common share based on discounted cash flow analyses until December 30, 2020 of VMware with and without the assumed synergies described above. Morgan Stanley relied on the Street Forecast and Adjusted July Case for fiscal years 2015 – 2020 and used the following assumptions: (i) a 15% tax rate on cash generated offshore; and (ii) stock-based compensation as a cash expense. Morgan Stanley then calculated a range of implied values of VMware by calculating a range of the present values of VMware's unlevered free cash flows for the period from September 30, 2015 through December 30, 2020, and a terminal value based on an AV / EBITDA multiple of 7.9x for the VMware Street Forecast and 9.7x for the VMware Adjusted July Case. Morgan Stanley selected these AV / EBITDA multiples based on the Revenue Growth to EBITDA Regression Framework. The free cash flows and terminal values were

discounted to present values as of September 30, 2015 at a range of discount rates of 7.7% to 9.7%. Such range of discount rates, reflecting estimates of VMware's weighted average cost of capital, was derived by Morgan Stanley using its experience and professional judgment, with the application of an upward/downward sensitivity of 1.0%/(1.0)% to its weighted average cost of capital analysis and using the Capital Asset Pricing Model, taking into account a predicted beta of 1.15 based on the U.S. local predicted beta provided by Barra, an estimated risk-free rate of 2.1% based on the interest rate of 10-year U.S. Treasury Notes as of October 9, 2015, an equity risk premium of 6.0% estimated by Morgan Stanley using its professional judgment and experience, an assumed tax rate of 20.2% based on the Adjusted July Case, and an estimated pre-tax cost of debt of 1.8% based on VMware's current capital structure. The sum of the discounted free cash flow and terminal values resulted in the Aggregate Value. The equity value was calculated by reducing the Aggregate Value by VMware's net debt as of June 30, 2015, which was calculated using debt balances and cash balances as reported in VMware's quarterly report on Form 10-Q for the quarterly period ended June 30, 2015, adjusted for a 15% repatriation tax rate on offshore cash amounts. The resulting equity value was then divided by the fully diluted shares outstanding of VMware which resulted in the following ranges:

	Range (1)
VMware Street Forecast	
No Assumed Synergies	$74.00 – $79.50
With Assumed Synergies	$80.50 – $88.00
VMware Adjusted July Case	
No Assumed Synergies	$83.50 – $90.00
With Assumed Synergies	$92.00 – $101.00

(1) Per share amounts rounded to the nearest 50 cents.

Other Factors

Morgan Stanley also reviewed and considered other factors, which were not considered part of its financial analyses in connection with rendering its opinion, but were referenced for informational purposes, including the impact of potential changes in the trading price of VMware Class A common stock on the implied value of the per share merger consideration and the impact of potential changes in the trading price of the Class V Common Stock relative to the VMware Class A common stock on the implied value of the per share merger consideration, in each case as described below.

VMware Class A Common Stock Trading Price

Morgan Stanley reviewed publicly available financial information and considered potential changes in the trading price of VMware Class A common stock in analyzing the implied value of the per share merger consideration to be paid to holders of EMC common stock. Morgan Stanley performed a sensitivity analysis of the trading price of VMware Class A common stock, assuming 50% – 60% of the percentage change in the VMware Class A common stock trading price translates into a change in the EMC common stock share price and further assuming for purposes of calculating the implied value of the Denali offer that the value of the Class V Common Stock is equal to the VMware Class A common stock. Morgan Stanley selected this range based on the application of its professional judgment and experience.

Illustrative VMware Class A Common Stock Price	Implied EMC Common Stock Price	Implied Value of Denali Offer	Implied Premium to EMC Shareholders
$70.00	$24.05 - $23.67	$31.84	32.4% - 34.5%
$75.00	$24.84 - $24.61	$32.40	30.4% - 31.6%
$80.00	$25.63 - $25.56	$32.95	28.6% - 28.9%
$82.09 (1)	$25.96 - $25.96	$33.15	27.7% - 27.7%
$85.00	$26.42 - $26.51	$33.51	26.8% - 26.4%
$90.00	$27.21 - $27.46	$34.06	25.2% - 24.0%

(1) Price as of October 7, 2015 (the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction)

Class V Common Stock Trading Price

Morgan Stanley also considered potential changes in the trading price of the Class V Common Stock relative to the VMware Class A common stock. Morgan Stanley conducted a sensitivity analysis assuming a discount / premium range of the trading price of the Class V Common Stock relative to the VMware Class A common stock of (5.0%) – 5.0%. Morgan Stanley selected this range based on the application of its professional judgment and experience. The results of this sensitivity analysis were as follows:

Illustrative Premium / (Discount)	Implied Class V Common Stock Value	Implied Value of Denali Offer
5.0%	$9.56	$33.61
2.5%	$9.33	$33.38
0.0%	$9.10	$33.15
(2.5%)	$8.87	$32.92
(5.0%)	$8.65	$32.70

General

Morgan Stanley performed a variety of financial and comparative analyses for purposes of rendering its opinion. The preparation of a financial opinion is a complex process and is not necessarily susceptible to a partial analysis or summary description. In arriving at its opinion, Morgan Stanley considered the results of all of its analyses as a whole and did not attribute any particular weight to any analysis or factor that it considered. Morgan Stanley believes that selecting any portion of its analyses, without considering all of the analyses as a whole, would create an incomplete view of the process underlying its analyses and opinion. In addition, Morgan Stanley may have given various analyses and factors more or less weight than other analyses and factors, and may have deemed various assumptions more or less probable than other assumptions. As a result, the ranges of valuations resulting from any particular analysis described above should not be taken to be Morgan Stanley's view of the actual value of EMC or VMware. In performing its analyses, Morgan Stanley made judgments and assumptions with regard to industry performance, general business, regulatory, economic, market and financial conditions and other matters that are beyond the control of EMC or VMware. These include, among other things, the impact of competition on the businesses of EMC, VMware and the industry generally, industry growth, and the absence of any material adverse change in the financial condition and prospects of EMC, VMware and the industry, and in financial markets in general. Any estimates contained in Morgan Stanley's analyses are not necessarily indicative of future results or actual values, which may be significantly more or less favorable than those suggested by such estimates.

Morgan Stanley conducted the analyses described above solely as part of its analysis of the fairness from a financial point of view of the merger consideration to be received by the holders of EMC common stock pursuant to the merger agreement and in connection with the delivery of its opinion, dated October 11, 2015, to the EMC board. These analyses do not purport to be appraisals or to reflect the prices at which shares of EMC common stock or VMware common stock might actually trade.

The merger consideration to be received by the holders of EMC common stock pursuant to the merger agreement was determined by EMC and Denali through arm's length negotiations between EMC and Denali and was approved by the EMC board. Morgan Stanley acted as financial advisor to the EMC board during these negotiations but did not recommend any specific consideration to EMC or the EMC board or opine that any specific amount or form of consideration constituted the only appropriate amount or form of consideration for the merger. Morgan Stanley's opinion and its presentation to the EMC board was one of many factors taken into consideration by the EMC board in deciding to approve and adopt the merger agreement. Consequently, the analyses described above should not be viewed as determinative of the opinion of the EMC board with respect to the consideration to be received by the holders of EMC common stock pursuant to the merger agreement or of whether the EMC board would have been willing to agree to a different form or amount of consideration.

Morgan Stanley's opinion was for the information of the EMC board and may not be used for any other purpose without Morgan Stanley's prior written consent, except that a copy of the opinion may be included in this proxy statement/prospectus. In addition, Morgan Stanley did not express an opinion as to the price at which the Class V Common Stock will trade following consummation of the merger or at any time and Morgan Stanley expressed no opinion or recommendation as to how the shareholders of EMC should vote at the shareholders' meeting to be held in connection with the merger or as to any other action a shareholder should take relating to the merger.

During the term of its engagement, Morgan Stanley is restricted from providing or arranging financing specifically in connection with the merger, without the prior consent of EMC.

Under the terms of its engagement letter, Morgan Stanley provided the EMC board with financial advisory services and a financial opinion in connection with the merger, described in this section and attached to this proxy statement/prospectus as *Annex F*, and EMC has agreed to pay Morgan Stanley a fee for its services in an amount estimated, as of the date of Morgan Stanley's written opinion, to be approximately $68 million, which is contingent upon the completion of the merger. EMC has also agreed to reimburse Morgan Stanley for certain of its expenses incurred in performing its services, including fees and expenses of outside counsel to Morgan Stanley. In addition, EMC has agreed to indemnify Morgan Stanley and its affiliates, their respective directors, officers, agents and employees and each person, if any, controlling Morgan Stanley or any of its affiliates against certain liabilities and expenses arising out of or in connection with Morgan Stanley's engagement. In the two years prior to October 11, 2015 (the date of the rendering of the fairness opinion), Morgan Stanley and its affiliates have provided financing services for EMC and Denali and have received aggregate fees of approximately less than $100,000 and approximately $20 million, respectively, in connection with such services. In the two years prior to October 11, 2015, Morgan Stanley and its affiliates have provided financial advisory and/or financing services for Silver Lake Partners and certain of its affiliates (including certain majority-controlled portfolio companies of Silver Lake Partners), and have received aggregate fees of approximately $12 million in connection with such services. During the same two year period Morgan Stanley and its affiliates have not provided financial advisory or financing services to VMware for which Morgan Stanley or its affiliates have received fees. Morgan Stanley may also seek to provide financial advisory and financing services to EMC, VMware, Denali and certain affiliates of Denali in the future and would expect to receive fees for the rendering of these services. In addition, a director of EMC is also a member of the Morgan Stanley board of directors and qualifies as an "independent director" under Morgan Stanley's corporate governance policies.

Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Its securities business is engaged in securities underwriting, trading and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of its customers, in debt or equity securities or loans of EMC, VMware, Denali or any other company, or any currency or commodity, that may be involved in the merger, or any related derivative instrument. In addition, Morgan Stanley, its affiliates, directors or officers, including individuals working with EMC in connection with the merger, may have committed and may commit in the future to invest in investment funds managed by affiliates of Morgan Stanley that in the ordinary course may hold direct equity and/or partnership interests in private equity funds managed by affiliates of Denali.

Opinion of Evercore

Pursuant to an engagement letter dated October 9, 2015, EMC has retained Evercore to act as its financial advisor in connection with the merger. As part of this engagement, EMC requested that Evercore evaluate the fairness, from a financial point of view, of the merger consideration to be received by the holders of EMC common stock that are entitled to receive such consideration in the merger. At a meeting of the board of directors of EMC held to evaluate the merger on October 11, 2015, Evercore rendered its oral opinion to the board of

directors of EMC, subsequently confirmed by delivery of a written opinion, that, as of October 11, 2015, and based upon and subject to the factors, procedures, assumptions, qualifications, limitations and other matters set forth in its written opinion, the merger consideration to be received by the holders of EMC common stock that are entitled to receive such consideration in the merger is fair, from a financial point of view, to such holders of EMC common stock.

The full text of Evercore's written opinion, dated October 11, 2015, which sets forth, among other things, the factors considered, procedures followed, assumptions made and qualifications and limitations on the scope of review undertaken by Evercore in rendering its opinion, is attached as *Annex G* to this proxy statement/prospectus and is incorporated herein by reference. You are urged to read the opinion carefully and in its entirety. Evercore's opinion was addressed to, and provided for the information and benefit of, the Board in connection with its evaluation of whether the consideration to be received by the holders of the EMC common stock was fair, from a financial point of view, to the holders of the EMC common stock entitled to receive such consideration and did not address any other aspects or implications of the merger. Evercore's opinion does not constitute a recommendation to the board of directors of EMC or to any other persons in respect of the merger, including as to how any holder of EMC common stock should vote or act in respect of the merger.

In connection with its engagement, Evercore was not authorized to, and did not, solicit indications of interest from third parties regarding a potential transaction with EMC, and its opinion did not address the relative merits of the merger as compared to any other transaction or business strategy in which EMC might engage or the merits of the underlying decision by EMC to engage in the merger.

In connection with rendering its opinion, Evercore, among other things:

- reviewed certain publicly available business and financial information relating to EMC and VMware that Evercore deemed to be relevant, including publicly available research analysts' estimates;
- reviewed certain non-public historical financial statements and other non-public historical financial and operating data relating to EMC and VMware prepared and furnished to Evercore by management of EMC;
- reviewed certain non-public projected financial data relating to EMC under alternative business assumptions and certain non-public projected financial data relating to EMC, EMC (excluding VMware) and VMware on a stand-alone basis, each prepared and furnished to Evercore by management of EMC;
- reviewed certain non-public historical and projected operating data relating to EMC prepared and furnished to Evercore by management of EMC;
- discussed the past and current operations, financial projections and current financial condition of EMC with management of EMC (including management's views on the risks and uncertainties of achieving such projections);
- reviewed the reported prices and the historical trading activity of EMC common stock and VMware Class A common stock;
- reviewed certain publicly available information relating to financial performance of publicly traded tracking stock of other companies;
- compared the financial performance of EMC and its stock market trading multiples with those of certain other publicly traded companies that Evercore deemed relevant;
- reviewed a draft of the merger agreement, dated October 11, 2015, including a draft of the Denali certificate included as Exhibit C thereto and received on the same date, which Evercore assumed were in substantially final form and from which Evercore assumed the final form would not vary in any respect material to Evercore's analysis;

- reviewed Denali's proposed sources and uses of funds in connection with the transactions contemplated by the merger agreement; and
- performed such other analyses and examinations and considered such other factors that Evercore deemed appropriate.

For purposes of its analysis and opinion, Evercore assumed and relied upon, without undertaking any independent verification of, the accuracy and completeness of all of the information publicly available, and all of the information supplied or otherwise made available to, discussed with, or reviewed by Evercore, and Evercore assumes no liability therefor.

With respect to the projected financial data relating to EMC and VMware referred to above, Evercore assumed that they were reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of management of EMC as to the future financial performance of EMC and VMware, respectively, under the alternative business assumptions reflected therein. Evercore expressed no view as to any projected financial data relating to EMC or VMware, or the assumptions on which they are based. Evercore further assumed that (i) Denali and its subsidiaries will be solvent immediately after giving effect to the transactions contemplated by the merger agreement and (ii) neither Denali nor any of its subsidiaries will incur any material tax obligation as a result of the consummation of the transactions contemplated by the merger agreement. Evercore also assumed that the merger, together with the related transactions contemplated by the merger agreement, will qualify as an exchange within the meaning of Section 351 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

For purposes of rendering its opinion, Evercore assumed, in all respects material to its analysis, that the representations and warranties of each party contained in the merger agreement are true and correct, that each party will perform all of the covenants and agreements required to be performed by it under the merger agreement and that all conditions to the consummation of the merger will be satisfied without material waiver or modification thereof. Evercore further assumed that all governmental, regulatory or other consents, approvals or releases necessary for the consummation of the merger will be obtained without any material delay, limitation, restriction or condition that would have an adverse effect on EMC or the consummation of the merger or materially reduce the benefits to the holders of EMC common stock of the merger.

Evercore did not make nor assume any responsibility for making any independent valuation or appraisal of the assets or liabilities of EMC, nor was it furnished with any such appraisals, nor did it evaluate the solvency or fair value of EMC under any state or federal laws relating to bankruptcy, insolvency or similar matters. Evercore's opinion was necessarily based upon information made available to it as of the date of its opinion and financial, economic, market and other conditions as they existed and as could be evaluated on the date of its opinion. It should be understood that subsequent developments may affect Evercore's opinion and that Evercore does not have any obligation to update, revise or reaffirm its opinion.

Evercore was not asked to pass upon, and expressed no opinion with respect to, any matter other than the fairness of the merger consideration, from a financial point of view, to the holders of EMC common stock entitled to receive such consideration pursuant to the merger agreement. Evercore did not express any view on, and its opinion did not address, the fairness of the merger to, or any consideration received in connection therewith by, the holders of any other securities, creditors or other constituencies of EMC, nor as to the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of EMC, or any class of such persons, whether relative to the merger consideration or otherwise. Evercore assumed that any modification to the structure of the transaction will not vary in any respect material to its analysis. Evercore did not express any view on, and its opinion did not address, any other terms or other aspects of the merger, including, without limitation, the form or structure of the merger and related transactions, the terms and conditions of the transaction documents or any other agreements or arrangements entered into or contemplated in connection with the transaction. Evercore's opinion did not address the relative merits of the merger as compared to other business or financial strategies that might be available to EMC, nor did it address

the underlying business decision of EMC to engage in the merger. Evercore did not express any opinion as to the price at which the common shares of Denali, the shares of the Class V Common Stock or shares of VMware Class A common stock will trade at any time. Evercore is not a legal, regulatory, accounting or tax expert and assumed the accuracy and completeness of assessments by EMC and its advisors with respect to legal, regulatory, accounting and tax matters.

Except as described above, the Board imposed no other instruction or limitation on Evercore with respect to the investigations made or the procedures followed by Evercore in rendering its opinion. Evercore's opinion was only one of many factors considered by the Board in its evaluation of the merger and should not be viewed as determinative of the views of the Board with respect to the merger or the consideration payable in the merger.

Summary of Financial Analyses

The following is a summary of the material financial analyses reviewed by Evercore with the board of directors of EMC on October 11, 2015 in connection with rendering Evercore's opinion. The following summary, however, does not purport to be a complete description of the analyses performed by Evercore. The order of the analyses described and the results of these analyses do not represent relative importance or weight given to these analyses by Evercore. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data that existed on or before October 7, 2015 (the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction), and is not necessarily indicative of current market conditions.

The following summary of financial analyses includes information presented in tabular format. These tables must be read together with the text of each summary in order to understand fully the financial analyses performed by Evercore. The tables alone do not constitute a complete description of the financial analyses performed by Evercore. Considering the tables below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of Evercore's financial analyses.

In conducting certain of its analyses, Evercore received from EMC's management and used financial projections for EMC included in a base case plan, which we refer to as the "July Case." EMC's management also directed Evercore to adjust the financial projections included in the July Case to reflect $5.0 billion of additional borrowing at a 5.0% interest rate used to refinance $2.0 billion of EMC's short-term debt and to repurchase $3.0 billion of EMC common stock at the end of 2015 at a 5% premium to the unaffected share price of EMC common stock, which adjusted July Case we refer to as the "2.x Plan," and to use the 2.x Plan in conducting certain of its analyses (EMC management's 2.x Plan also contemplated the issuance of tracking stock representing a 40% economic interest in VMware, which did not affect the projections used by Evercore). Evercore also received from EMC's management and used in conducting certain of its analyses separate projections for each of EMC (excluding VMware) ("EMC Core") and VMware on a standalone basis. In the case of EMC Core, these projections reflect the assumptions contemplated by the July Case and EMC management also directed Evercore to adjust the projections to reflect the assumptions contemplated by the 2.x Plan and to use these adjusted projections in certain of its analyses. In the case of VMware, the projections provided by EMC management reflected the assumptions contemplated by the July Case only. The financial projections received by Evercore from EMC's management with respect to VMware on a standalone basis were not affected by the difference in assumptions contemplated by the July Case and the 2.x Plan. For further information regarding certain of these financial projections, see "—*Certain Financial Projections Related to EMC*."

Consolidated Analyses

Trading Multiples Analysis

In performing a trading multiples analysis of EMC, Evercore reviewed publicly available financial and market information for EMC and the selected public companies listed in the table below (the "Selected Public Companies"), which Evercore deemed most relevant to consider in relation to EMC, based on its professional judgment and experience, because they are public companies with operations that for purposes of this analysis Evercore considered similar to the operations of one or more of the business lines of EMC.

Evercore reviewed, among other things, total enterprise values ("TEV") of each Selected Public Company as a multiple of estimated earnings before interest, taxes, depreciation and amortization ("EBITDA") for calendar year 2016, and the per share closing price (the "Price") of each Selected Public Company as on October 7, 2015 as a multiple of the estimated earnings per share ("EPS") for calendar year 2016 of such Selected Public Company. TEV was calculated for purposes of this analysis as equity value (based on the Price of each Selected Public Company on October 7, 2015 multiplied by the estimated fully diluted number of such company's outstanding equity securities on such date based on the treasury stock method), plus debt and preferred stock, plus minority interest, less cash and cash equivalents (in the case of debt, minority interest, cash and cash equivalents, as set forth on the most recent publicly available balance sheet of such company and, in the case of minority interest, where applicable). The financial data of the Selected Public Companies used by Evercore for this analysis were based on publicly available research analysts' estimates and in the case of EMC, on the financial projections in the July Case provided to Evercore by EMC's management. The TEV/EBITDA multiple and Price/EPS multiple for each of the Selected Public Companies is set forth in the table below.

Selected Public Company	**TEV/EBITDA (2016E)**	**Price/EPS (2016E)**
NetApp, Inc. ("NetApp")	5.3x	12.2x
Hewlett-Packard Company ("HP")	4.7x	7.5x
International Business Machines Corporation ("IBM")	7.8x	9.3x
Cisco Systems, Inc. ("Cisco")	6.4x	11.7x
Citrix Systems, Inc. ("Citrix")	10.2x	17.8x
SAP SE ("SAP")	10.6x	15.0x
Microsoft Corporation ("MSFT")	8.9x	16.3x
Oracle Corporation ("Oracle")	7.9x	13.6x
Intel Corporation ("Intel")	6.2x	14.0x
Median	*7.8x*	*13.6x*
Reference:		
EMC Corporation	7.2x	12.8x
S&P 500 Index ("S&P 500")	9.5x	15.5x
S&P 500 Information Technology Sector Index ("S&P 500-Tech")	8.9x	15.4x

Evercore then applied a reference range of EBITDA multiples of 6.0x to 8.0x and a reference range of Price/EPS multiples of 12.0x to 14.0x, derived by Evercore based on its review of the Selected Public Companies and its experience and professional judgment, to the estimated 2016 EBITDA for EMC and the estimated 2016 EPS for EMC (in each case, as included in the July Case). This analysis indicated an implied equity value per share reference range for EMC of approximately $21.52-$28.91 based on the TEV/EBITDA multiples and $24.40-$28.46 based on the Price/EPS multiples.

Evercore compared the results of this analysis to the approximate implied merger consideration of $33.15 per share, which was calculated by Evercore based on the offer of $24.05 cash and approximately $9.10 in Class V Common Stock, noting that such consideration is above each of the implied valuation ranges.

Present Value of Future Stock Price Analysis

Evercore calculated illustrative future stock prices for EMC's common stock on December 31, 2017 by applying a range of forward Price/EPS multiples of 12.0x to 14.0x to estimated EPS of EMC for fiscal year 2018. Evercore used the projected EPS for the Company for fiscal year 2018 included in the July Case provided to Evercore by the Company's management. The forward Price/EPS multiples were based on the multiple ranges used in the Trading Multiples Analysis described above.

The illustrative stock prices for EMC's common stock on December 31, 2017 were then discounted back to September 30, 2015, using an equity cost of capital range of 8.50% to 10.00%. This range was determined based on Evercore's professional judgment and experience and derived using the capital asset pricing model, taking into account a risk-free rate of return based on the 20-year U.S. Treasury rate as of October 7, 2015 and equity risk premia and a size discount, each in accordance with the 2015 Ibbotson SBBI Market Report, and considering the capital structure, betas and other relevant information of (i) EMC and (ii) the Selected Public Companies. Evercore's analysis also considered estimated dividends for fiscal years 2015 (fourth quarter only), 2016 and 2017 of $0.12, $0.47 and $0.50, respectively, based on management guidance and discounted back to September 30, 2015, using the same equity cost of capital range described above, which was added to the total. Based on this analysis, Evercore derived a range of implied equity values per share for EMC of $25.27-$30.23.

Evercore compared the results of this analysis to the approximate implied merger consideration of $33.15 per share, which was calculated by Evercore based on the offer of $24.05 cash and approximately $9.10 in Class V Common Stock, noting that the consideration is above the implied valuation range.

Premiums Paid Analysis

Evercore reviewed the premiums paid for (i) all closed transactions from January 1, 2004 through October 2, 2015 with target enterprise values greater than $10.0 billion ("global transactions"), of which there were 163, (ii) global transactions with cash consideration only ("cash transactions") from January 1, 2004 through October 2, 2015, of which there were 70, (iii) global transactions involving strategic buyers ("strategic transactions"), from January 1, 2004 through October 2, 2015, of which there were 138 and (iv) global transactions involving financial sponsor buyers ("sponsor transactions") from January 1, 2004 through October 2, 2015, of which there were 25, in each case excluding transactions with banks, REITs and other financial services target companies. Using information from Securities Data Corp. and FactSet Research Systems, Inc., premiums

paid were calculated as the percentage by which the per share consideration paid in each such transaction exceeded the closing price per share of the target companies one week and four weeks prior to transaction announcements. The results of this analysis are provided in the table below:

	1 Week Prior (%)	4 Weeks Prior (%)
Global Transactions		
High	355.8	342.7
75th Percentile	43.0	45.1
25th Percentile	18.7	21.3
Low	2.6	3.3
Mean	34.6	36.9
Median	29.7	32.1
Cash Transactions		
High	123.6	118.7
75th Percentile	46.6	51.8
25th Percentile	24.4	26.2
Low	2.6	6.3
Mean	37.3	41.3
Median	32.3	35.4
Strategic Transactions		
High	355.8	342.7
75th Percentile	43.6	48.0
25th Percentile	20.4	20.7
Low	2.6	3.3
Mean	36.0	37.8
Median	30.4	33.1
Sponsor Transactions		
High	62.2	84.1
75th Percentile	33.3	37.2
25th Percentile	14.8	21.9
Low	8.7	11.7
Mean	26.7	32.2
Median	23.9	28.4

Based on the above analysis and Evercore's professional judgment and experience, Evercore then applied a range of premiums derived from the selected transactions of: (1) 25.00% to 35.00% to the $24.16 closing price per share of EMC on September 30, 2015 (the date one week prior to the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction) and (2) 25.0% to 35.0% to the $23.91 closing price per share on September 9, 2015 (the date four weeks prior to the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction). Based on this analysis, Evercore derived the following ranges of implied equity values per share for EMC:

	Implied Equity Value Range Per Share
1 Week Prior to October 7, 2015 Closing Price ($24.16)	$ 30.20-$32.62
4 Weeks Prior to October 7, 2015 Closing Price ($23.91)	$ 29.89-$32.28

Evercore compared the results of this analysis to the approximate implied merger consideration of $33.15 per share, which was calculated by Evercore based on the offer of $24.05 cash and approximately $9.10 in Class V Common Stock, noting that the consideration is above each of the implied valuation ranges.

Sum of the Parts Analyses

In addition to its analyses of EMC and its subsidiaries (including VMware) on a consolidated basis, Evercore conducted financial analyses on a sum-of-the-parts basis by analyzing each of EMC Core and VMware on a standalone basis and then, reflecting EMC's ownership interest in VMware, combining the results of these analyses.

Trading Multiples Analysis

In performing a trading multiples analysis of EMC on a sum-of-the-parts basis, Evercore reviewed publicly available financial and market information for EMC Core and VMware with respect to the selected public companies listed in the table below, divided into two groups: (1) companies Evercore deemed most relevant to consider in relation to EMC Core ("EMC Core Selected Public Companies") and (2) companies Evercore deemed most relevant to consider in relation to VMware ("VMware Selected Public Companies"), in each case, based on its professional judgment and experience, because they are public companies with operations that for purposes of this analysis Evercore considered similar to the operations of EMC Core and VMware, respectively.

Evercore reviewed, among other things, Price/EPS and TEV/EBITDA multiples for calendar year 2016 of each EMC Core Selected Public Company, each VMware Selected Public Company, EMC Core and VMware. The financial data of the EMC Core Selected Public Companies and the VMware Selected Public Companies used by Evercore for this analysis were based on publicly available research analysts' estimates, and, in the case of EMC Core and VMware, on the financial projections included in the July Case. For purposes of arriving at a reference Price/EPS multiple for EMC Core, Evercore determined Price for EMC Core by deducting the market equity value of EMC's ownership interest in VMware from the market value of EMC and then dividing the result by the estimated number of fully diluted shares of EMC common stock outstanding based on the treasury stock method. Market value for EMC was calculated by multiplying the per share closing price of EMC as on October 7, 2015 by the estimated number of fully diluted shares of EMC common stock outstanding based on the treasury stock method. Market equity value for VMware was calculated by multiplying the per share closing price of VMware as of October 7, 2015 by the estimated number of fully diluted shares of VMware common stock outstanding based on the treasury stock method. The Price/EPS and TEV/EBITDA multiples for each of the EMC Core Selected Public Companies and each of the VMware Selected Public Companies are set forth in the table below.

Selected Public Company	TEV/EBITDA	Price/EPS
EMC Core		
NetApp	5.3x	12.2x
HP	4.7x	7.5x
IBM	7.8x	9.3x
Oracle	7.9x	13.6x
Cisco	6.4x	11.7x
Reference:		
EMC Core	4.8x	9.6x
S&P 500	9.5x	15.5x
S&P 500-Tech	8.9x	15.4x
VMware		
Citrix	10.2x	17.8x
MSFT	8.9x	16.3x
Oracle	7.9x	13.6x
Red Hat, Inc.	19.6x	34.8x
Akamai Technologies, Inc.	12.2x	25.8x
Reference:		
VMware	11.8x	19.0x
S&P 500	9.5x	15.5x
S&P 500-Tech	8.9x	15.4x

Evercore then applied a reference range of Price/EPS multiples of 11.0x-13.0x for EMC Core and 18.0x-20.0x for VMware, each derived by Evercore based on its review of the EMC Core Selected Public Companies and the VMware Selected Public Companies listed above, and its experience and professional judgment, to the estimated fiscal year 2016 net income for EMC Core and VMware, respectively, under both the July Case and the 2.x Plan. This analysis resulted in implied equity values for EMC Core and VMware, which when added together and divided by the estimated number of fully diluted shares of EMC common stock outstanding based on the treasury stock method and reflecting EMC's ownership of VMware, indicated implied equity value per share reference ranges for EMC on a sum-of-the parts basis as set forth in the table below. Estimated net income and the fully diluted number of shares of EMC common stock were as included in the July Case and the 2.x Plan provided to Evercore by EMC's management. For purposes of Evercore's analysis under the 2.x Plan, the estimated fiscal year 2016 net income with respect to EMC Core used in the calculation was adjusted in accordance with management guidance to reflect the effects of the 2.x Plan.

	FY2016E Net Income (in millions)	Equity Value Range (in millions)	Implied Equity Value Range Per Share
July Case			
EMC Core	$ 2,407	$26,482-$31,297	
VMware	$ 1,892	$34,057-$37,841	
Implied Value of EMC's Interest in VMware		$26,739-$29,690	
Implied Equity Value of EMC		$53,220-$60,987	$ 26.47-$30.31*
2.x Plan			0
EMC Core	$ 2,255	$24,801-$29,310	
VMware	$ 1,892	$34,057-$37,841	
Implied Value of EMC's Interest in VMware		$26,739-$29,690	
Implied Equity Value of EMC		$51,539-$59,000	$ 27.12-$31.02**

* Based on estimated fully diluted shares outstanding of 2,010.2 – 2,012.1 million.
** Based on estimated fully diluted shares outstanding of 1,900.5 – 1,902.3 million.

Evercore compared the results of this analysis to the approximate implied merger consideration of $33.15 per share, which was calculated by Evercore based on the offer of $24.05 cash and approximately $9.10 in Class V Common Stock, noting that the consideration is above each of the implied valuation ranges.

Discounted Cash Flow Analysis

Evercore performed a discounted cash flow analysis of EMC Core and VMware, which calculates the present value of a company's future unlevered, after-tax free cash flow based on assumptions with respect to such cash flow and assumed discount rates, in order to derive implied equity per share reference ranges for the Common Stock on a sum-of-the-parts basis as of September 30, 2015 based upon each of the July Case and the 2.x Plan. Evercore calculated the projected after-tax unlevered free cash flows (which Evercore calculated for purposes of its analysis as EBITDA, less stock-based compensation, applicable taxes, capital expenditures and acquisitions, and adjusted for changes in working capital and certain other items, in each case, based on guidance from EMC management) of EMC Core and VMware for fiscal years 2015 (fourth quarter only) through 2020 and determined a terminal value for EMC at the end of fiscal year 2020 by applying a range of EBITDA multiples of 5.00x to 6.50x for EMC Core and 9.50x-11.50x for VMware (which was based on its review of the EMC Core Selected Public Companies and the VMware Selected Public Companies described above and its experience and professional judgment). Evercore then discounted to present value (utilizing a mid-year discounting convention

and discounting back to September 30, 2015) the unlevered free cash flows of EMC Core and VMware and the terminal value for each, in each case using discount rates ranging from 7.50% to 9.00%, which were chosen by Evercore based on its professional judgment and experience to reflect the estimated weighted average cost of capital for EMC Core and VMware implied by Evercore's analysis of their respective estimated cost of equity and estimated after-tax cost of debt. Estimated cost of equity was determined based on Evercore's professional judgment and experience and derived using the capital asset pricing model, taking into account a risk-free rate of return based on the 20-year U.S. Treasury Note as of October 7, 2015 and equity risk premia and, in the case of VMware, a size discount, each in accordance with the 2015 Ibbotson SBBI Market Report, and considering the respective capital structures, betas and other relevant information of (x) EMC Core and VMware, and (y) the EMC Core Selected Public Companies and VMware Selected Public Companies. Estimated after-tax cost of debt was also determined based on Evercore's professional judgment and experience considering, among other things, available market information and a tax rate for each of EMC Core and VMware calculated from information provided to Evercore by EMC's management. Evercore also performed its discounted cash flow analysis on the alternative assumption that stock-based compensation, which we refer to as "SBC," is not treated as an expense of EMC. Evercore observed that, in its judgment, the analyses conducted on that assumption were a less relevant valuation methodology because SBC represents a cost of running the business not otherwise taken into account in the analyses. Evercore provided these analyses to the Board for informational purposes only. Using this analysis, Evercore derived the following range of implied equity values per share for EMC:

Implied Equity Value Range Per Share

Expensing SBC	
July Case:	
EMC Core	$ 15.72-$19.75
VMware	$ 12.08-$14.32
EMC (EMC Core + VMware)	$ 27.80-$34.07
2.x Plan	
EMC Core	$ 15.05-$19.31
VMware	$ 12.78-$15.15
EMC (EMC Core + VMware)	$ 27.84-$34.47
Not expensing SBC	
July Case	
EMC Core	$ 17.91-$22.44
VMware	$ 14.90-$17.76
EMC (EMC Core + VMware)	$ 32.81-$40.20
2.x Plan	
EMC Core	$ 17.36-$22.16
VMware	$ 15.76-$18.78
EMC (EMC Core + VMware)	$ 33.13-$40.94

Evercore compared the results of this analysis to the approximate implied merger consideration of $33.15 per share, which was calculated by Evercore based on the offer of $24.05 cash and approximately $9.10 in Class V Common Stock, noting that the consideration was within each of the implied valuation ranges for scenarios where SBC was treated as an expense of EMC. Evercore also observed that the approximate implied value of the merger consideration was within each of the implied valuation ranges where SBC was not treated as an expense of EMC, although Evercore viewed these results as less relevant to its analysis.

Class V Common Stock Discount

Evercore reviewed and discussed with the Board publicly available financial and market information regarding tracking stocks that are currently publicly traded, including Liberty Interactive's tracking stock with respect to each of QVC (QVCA/QVCB) and Liberty Ventures (LVNTA/LVNTB), Liberty Global's tracking

stock with respect to LiLAC (LILA/LILAB/LILAK) and Fidelity National Financial's tracking stock with respect to Fidelity National Financial Ventures (FNFV), and certain other tracking stocks that were previously publicly traded. In addition, Evercore reviewed and discussed with the Board academic research and analyst commentary with respect to the performance of tracking stock. Evercore was not able to identify any current or historical example of a publicly traded tracking stock that tracks a business or company that itself has publicly traded stock (other than the proposed Class V Common Stock), and observed that there have been relatively few current and historical tracking stocks of any kind. Evercore observed that tracking stocks often trade at a discount to the estimated value of the assets or business being tracked and noted that the amount of that discount is subject to numerous variables and uncertainties. In connection with its review, Evercore noted that the complexity of the tracking stock structure and the implicit exposure to the credit profile of Denali suggested that the Class V Common Stock may be valued at a discount to the VMware Class A common stock. Evercore also took into account certain countervailing factors, including the fact that the Class V Common Stock was intended to track a company with publicly traded stock with a market-determined price, the potential positive effect of certain expected revenue synergies arising from the merger on the value of VMware that were not reflected in the unaffected price of the VMware Class A common stock, the liquidity of the Class V Common Stock and Denali's indication that following the completion of the merger it intended to consider opportunities to repurchase shares of Class V Common Stock from time to time. Based on this review, the analysis described above, and Evercore's experience and professional judgment, Evercore considered that a 0-10% discount from the unaffected price of the VMware Class A common stock on October 7, 2015 would be an appropriate illustrative discount range for the Board to consider. Evercore conducted sensitivities assuming for illustrative purposes a discount within a range of 0-10%. Assuming a 10% trading discount to the value of the VMware Class A common stock on October 7, 2015 (the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction), Evercore observed that the aggregate value of the merger consideration would be $32.24 per share (including $24.05 per share in cash and approximately $8.19 per share in Class V Common Stock). Evercore observed that taking this potential sensitivity into account, the merger consideration would continue to be within or to exceed the implied valuation ranges for each of its analyses other than its sum of the parts discounted cash flow analyses where SBC was not treated as an expense of EMC, which as noted above, Evercore viewed as less relevant to its analysis.

Other Factors

Evercore also reviewed and considered other factors, which were not considered part of its financial analyses in connection with rendering its advice, but were referenced for informational purposes, including, among other things, the analysts' price targets and 52-week trading range analyses described below.

Historical Trading Range Analysis

Evercore reviewed, for reference and informational purposes only, the public trading prices for the EMC common stock for the 52 weeks ended on October 7, 2015 (the last trading date prior to press reports that Denali and EMC were engaged in discussions regarding a possible transaction). Evercore noted that during this time period, the closing trading price of the EMC common stock ranged from a low of $22.67 to a high of $30.89.

Analyst Price Target Analysis

Evercore reviewed publicly available share price targets of research analysts' estimates known to Evercore as of October 7, 2015, noting that low and high price share targets ranged from $25.00 to $35.00. The price targets published by the equity research analysts do not necessarily reflect current market trading prices for the EMC common stock and these price targets are subject to numerous uncertainties, including the future financial performance of EMC and market conditions.

During the term of its engagement letter, Evercore is restricted from arranging or providing financing in connection with the merger (other than financing arranged or provided to EMC, which is not contemplated).

General

In connection with the review of the merger by the Board, Evercore performed a variety of financial and comparative analyses for purposes of rendering its opinion. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Selecting portions of the analyses or of the summary described above, without considering the analyses as a whole, could create an incomplete view of the processes underlying Evercore's opinion. In arriving at its fairness determination, Evercore considered the results of all the analyses and did not draw, in isolation, conclusions from or with regard to any one analysis or factor considered by it for purposes of its opinion. Rather, Evercore made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all the analyses. In addition, Evercore may have considered various assumptions more or less probable than other assumptions, so that the range of valuations resulting from any particular analysis described above should therefore not be taken to be Evercore's view of the value of EMC. No company used in the above analyses as a comparison is directly comparable to EMC, and no transaction used is directly comparable to the merger. Further, Evercore's analyses involve complex considerations and judgments concerning financial and operating characteristics and other factors that could affect the acquisition, public trading or other values of the companies or transactions used, including judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of EMC or its advisors.

Evercore prepared these analyses solely for the purpose of providing an opinion to the Board as to the fairness, from a financial point of view, of the merger consideration to be received by holders of shares of the EMC common stock entitled to receive such consideration pursuant to the merger agreement. These analyses do not purport to be appraisals of EMC or to necessarily reflect the prices at which EMC or its securities actually may be sold. Any estimates contained in these analyses are not necessarily indicative of actual future results, which may be significantly more or less favorable than those suggested by such estimates. Accordingly, estimates used in, and the results derived from, Evercore's analyses are inherently subject to substantial uncertainty, and Evercore assumes no responsibility if future results are materially different from those forecasted in such estimates. The issuance of the fairness opinion was approved by an opinion committee of Evercore.

Under the terms of Evercore's engagement, Evercore provided the Board with financial advisory services and delivered a fairness opinion in connection with the merger. Pursuant to the terms of its engagement letter, EMC has agreed to pay Evercore fees for its services in connection with its engagement, including an opinion fee of $5,000,000 and an additional fee of $5,000,000 in the event the merger or another transaction consisting of the sale of all or substantially all of the assets or the voting securities of EMC is consummated. Evercore earned the opinion fee of $5,000,000 upon delivery of its fairness opinion to the Board on October 11, 2015. In addition, EMC has agreed to reimburse Evercore for its reasonable out-of-pocket expenses (including reasonable legal fees, expenses and disbursements) incurred in connection with its engagement and to indemnify Evercore and any of its members, partners, officers, directors, advisors, representatives, employees, agents, affiliates or controlling persons, if any, against certain liabilities and expenses arising out of its engagement and any related transaction.

Other than as described above and in this paragraph, since October 11, 2013, Evercore and its affiliates have not provided financial advisory services to EMC or its affiliates. Since October 11, 2013, the only material relationships that existed between Evercore or its affiliates and Denali or its affiliates pursuant to which compensation was received by Evercore or its affiliates as a result of such relationships were the representation of the Special Committee of the Board of Directors of Dell Inc. in relation to its acquisition by a consortium of investors and the performance by Evercore and its affiliates of services for certain portfolio companies of funds managed by Silver Lake Partners, which also manages funds that are investors in Denali. Since October 11, 2013, Evercore has earned compensation for financial advisory services provided to Denali and its affiliates (other than portfolio companies of funds managed by Silver Lake Partners) of approximately $7.816 million and compensation for services to companies in which funds managed by Silver Lake Partners had an interest of approximately $14.143 million. Evercore or its affiliates may provide financial or other services to Denali, EMC or their respective affiliates in the future and in connection with any such services Evercore and its affiliates may

receive compensation. In the ordinary course of business, Evercore and its affiliates may actively trade the securities, or related derivative securities, or financial instruments of EMC, VMware, Denali and their respective affiliates, for its own account and for the accounts of its customers and, accordingly, may at any time hold a long or short position in such securities or instruments.

The Board engaged Evercore to act as a financial advisor based on its qualifications, experience and reputation. Evercore is an internationally recognized investment banking firm and is regularly engaged in the valuation of businesses in connection with mergers and acquisitions, leveraged buyouts, competitive biddings, private placements and valuations for corporate and other purposes.

Certain Financial Projections Related to EMC

While EMC has from time to time provided limited full-year financial guidance to investors, which may have covered, among other items, consolidated revenues and non-GAAP earnings per share, EMC's management has not as a matter of course otherwise publicly disclosed forecasts or internal projections as to future performance due to the unpredictability of the underlying assumptions and estimates.

EMC management prepared certain unaudited financial projections regarding EMC's forecasted operating results for fiscal years 2015 through 2020. The unaudited financial projections regarding VMware used by EMC management in these forecasts were based on information prepared by VMware management. The unaudited financial projections were provided to and considered by the EMC board of directors in connection with its evaluation of the proposed transaction with Denali and during its review of potential strategic alternatives. In addition, the unaudited financial projections were provided to EMC's financial advisors, Morgan Stanley and Evercore, and used in connection with the rendering of Morgan Stanley's and Evercore's respective fairness opinions to the board of directors and in performing each of their related financial analyses as described above under "*Proposal 1: Approval of the Merger Agreement—Opinions of EMC's Financial Advisors.*" Certain unaudited projected financial information reflecting immaterial variations from the information summarized below was also provided by EMC management to Denali.

Additionally, at the direction of EMC management, Morgan Stanley prepared financial projections using publicly available consensus estimates for Consolidated EMC and for VMware through 2017 and extrapolating for future years (the "Street Forecast"). Extrapolation in the Street Forecast assumed a constant dollar growth in revenue and operating income contribution based on consensus estimates for 2016 and 2017. Morgan Stanley also utilized the Street Forecast by subtracting the VMware financial projections from the Consolidated EMC financial projections to derive financial projections for EMC Core. In addition, the Street Forecast figures were used in connection with the rendering of Morgan Stanley's fairness opinions to the EMC board of directors and in performing Morgan Stanley's financial analyses as described above under "*Proposal 1: Approval of the Merger Agreement—Opinions of EMC's Financial Advisors—Opinion of Morgan Stanley*."

The inclusion of any financial projections or assumptions in this proxy statement/prospectus should not be regarded as an indication that EMC or its board of directors (or VMware) considered, or now considers, these projections to be a reliable predictor of future results. You should not place undue reliance on the unaudited financial projections contained in this proxy statement/prospectus. Please read carefully "*—Important Information About the Unaudited Financial Projections.*"

EMC uses a variety of financial measures that are not in accordance with GAAP as supplemental measures to evaluate its operational performance. While EMC believes that these non-GAAP financial measures provide useful supplemental information, there are limitations associated with the use of these non-GAAP financial measures. These non-GAAP financial measures are not reported by all of EMC's competitors and may not be directly comparable to similarly titled measures of such competitors due to potential differences in the exact method of calculation.

July Case

The following table summarizes the July Case financial projections prepared by EMC management as described above with respect to Consolidated EMC, with non-GAAP net income and non-GAAP EPS including, with respect to VMware, only amounts attributable to EMC's controlling interest in VMware:

(Amounts in millions, except per share numbers)

	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Non-GAAP Revenue	$25,300	$26,353	$27,705	$29,355	$31,406	$33,704
Non-GAAP Gross Profit	$15,745	$16,290	$17,174	$18,386	$19,778	$21,446
Adjusted EBITDA	$ 6,846	$ 7,473	$ 8,246	$ 8,994	$ 9,891	$10,693
Non-GAAP Operating Income	$ 5,239	$ 5,790	$ 6,455	$ 7,074	$ 7,851	$ 8,589
Non-GAAP Net Income	$ 3,671	$ 3,940	$ 4,444	$ 4,889	$ 5,440	$ 5,956
Non-GAAP EPS	$ 1.87	$ 2.03	$ 2.29	$ 2.51	$ 2.78	$ 3.03
Free Cash Flow	$ 4,001	$ 4,253	$ 5,117	$ 5,621	$ 6,383	$ 7,007

The following table summarizes the July Case financial projections prepared by EMC management as described above with respect to EMC Core:

(Amounts in millions, except per share numbers)

	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Non-GAAP Revenue	$18,691	$19,084	$19,781	$20,718	$21,905	$23,253
Non-GAAP Gross Profit	$10,059	$10,135	$10,489	$11,025	$11,634	$12,434
Adjusted EBITDA	$ 4,528	$ 4,893	$ 5,403	$ 5,860	$ 6,405	$ 6,817
Non-GAAP Operating Income	$ 3,155	$ 3,469	$ 3,893	$ 4,247	$ 4,703	$ 5,085
Non-GAAP Net Income	$ 2,291	$ 2,407	$ 2,743	$ 3,009	$ 3,346	$ 3,625
Non-GAAP EPS	$ 1.17	$ 1.25	$ 1.42	$ 1.55	$ 1.71	$ 1.85
Free Cash Flow	$ 2,625	$ 2,290	$ 3,048	$ 3,337	$ 3,799	$ 4,135

The following table summarizes the July Case financial projections with respect to VMware provided by EMC management based on information prepared by VMware management as described above, with non-GAAP net income representing only that amount attributable to EMC's controlling interest in VMware:

(Amounts in millions)

	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Non-GAAP Revenue	$6,609	$7,270	$7,924	$8,637	$9,501	$10,451
Non-GAAP Gross Profit	$5,686	$6,155	$6,685	$7,361	$8,145	$ 9,011
Adjusted EBITDA	$2,319	$2,580	$2,844	$3,134	$3,486	$ 3,876
Non-GAAP Operating Income	$2,084	$2,321	$2,562	$2,827	$3,148	$ 3,504
Non-GAAP Net Income	$1,380	$1,533	$1,701	$1,880	$2,094	$ 2,331
Free Cash Flow	$1,376	$1,963	$2,069	$2,284	$2,584	$ 2,872

Set forth below is a reconciliation of non-GAAP revenue, non-GAAP gross profit, Adjusted EBITDA, non-GAAP operating income, non-GAAP net income, non-GAAP earnings per share and free cash flow figures

provided above in the July Case financial projections to the most comparable GAAP financial measures, based on financial information available to, or projected by, EMC for each of Consolidated EMC, EMC Core and VMware:

(Amounts in millions, except per share numbers)

	Consolidated EMC					
	2015	2016	2017	2018	2019	2020
GAAP Revenue	**$25,224**	**$26,353**	**$27,705**	**$29,355**	**$31,406**	**$33,704**
VMware GSA settlement	76	—	—	—	—	—
Non-GAAP Revenue	**$25,300**	**$26,353**	**$27,705**	**$29,355**	**$31,406**	**$33,704**
GAAP Gross Profit	**$15,248**	**$15,881**	**$16,777**	**$17,984**	**$19,387**	**$21,089**
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	76	—	—	—	—	—
Intangible asset amortization	246	225	204	196	170	120
Stock-based compensation expense	175	184	194	206	220	237
Non-GAAP Gross Profit	**$15,745**	**$16,290**	**$17,174**	**$18,386**	**$19,778**	**$21,446**
GAAP Operating Income	**$ 2,672**	**$ 4,121**	**$ 4,761**	**$ 5,306**	**$ 6,018**	**$ 6,719**
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	80	—	—	—	—	—
Acquisition and other related charges	178	29	—	—	—	—
Restructuring charges	788	100	100	100	100	100
Intangible asset amortization	396	349	329	317	274	193
Stock-based compensation expense	1,125	1,190	1,264	1,351	1,458	1,577
Non-GAAP Operating Income	**$ 5,239**	**$ 5,790**	**$ 6,455**	**$ 7,074**	**$ 7,851**	**$ 8,589**
GAAP Net Income attributable to EMC	**$ 1,805**	**$ 2,728**	**$ 3,217**	**$ 3,611**	**$ 4,116**	**$ 4,602**
R&D tax credit	57	57	57	57	57	57
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	60	—	—	—	—	—
Acquisition and other related charges	104	22	—	—	—	—
Restructuring charges	597	68	68	68	68	68
Intangible asset amortization	261	233	217	210	183	133
Stock-based compensation expense	788	833	884	943	1,015	1,096
Non-GAAP Net Income attributable to EMC	**$ 3,671**	**$ 3,940**	**$ 4,444**	**$ 4,889**	**$ 5,440**	**$ 5,956**
GAAP Net Income attributable to EMC	**$ 1,805**	**$ 2,728**	**$ 3,217**	**$ 3,611**	**$ 4,116**	**$ 4,602**
Minority interest	184	240	275	310	353	405
GAAP Net Income	**$ 1,989**	**$ 2,967**	**$ 3,492**	**$ 3,921**	**$ 4,469**	**$ 5,007**
Income tax provision	647	992	1,153	1,288	1,462	1,635
Non-operating expense	36	162	116	97	87	77
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	80	—	—	—	—	—
Acquisition and other related charges	178	29	—	—	—	—
Restructuring charges	788	100	100	100	100	100
Intangible asset amortization	396	349	329	317	274	193
Stock-based compensation expense	1,125	1,190	1,264	1,351	1,458	1,577
Capitalized software amortization	502	537	589	648	683	650
Depreciation	1,105	1,147	1,202	1,271	1,357	1,454
Adjusted EBITDA	**$ 6,846**	**$ 7,473**	**$ 8,246**	**$ 8,994**	**$ 9,891**	**$10,693**
GAAP EPS	**0.92**	**1.41**	**1.66**	**1.85**	**2.10**	**2.34**
R&D tax credit	0.03	0.03	0.03	0.03	0.03	0.03
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	0.03	—	—	—	—	—
Acquisition and other related charges	0.05	0.01	—	—	—	—

	Consolidated EMC					
	2015	2016	2017	2018	2019	2020
Restructuring charges	0.30	0.04	0.04	0.04	0.04	0.03
Intangible asset amortization	0.13	0.12	0.11	0.11	0.09	0.07
Stock-based compensation expense	0.40	0.43	0.46	0.48	0.52	0.56
Non-GAAP EPS	**$ 1.87**	**$ 2.03**	**$ 2.29**	**$ 2.51**	**$ 2.78**	**$ 3.03**
Operating Cash Flow	**$ 5,516**	**$ 5,919**	**$ 6,901**	**$ 7,538**	**$ 8,370**	**$ 9,047**
Capital expenditures	(1,000)	(1,103)	(1,167)	(1,243)	(1,337)	(1,441)
Capitalized software development costs	(515)	(562)	(616)	(675)	(650)	(600)
Free Cash Flow	**$ 4,001**	**$ 4,253**	**$ 5,117**	**$ 5,621**	**$ 6,383**	**$ 7,007**

	EMC Core					
	2015	2016	2017	2018	2019	2020
GAAP Revenue	**$18,691**	**$19,084**	**$19,781**	**$20,718**	**$21,905**	**$23,253**
VMware GSA settlement	—	—	—	—	—	—
Non-GAAP Revenue	**$18,691**	**$19,084**	**$19,781**	**$20,718**	**$21,905**	**$23,253**
GAAP Gross Profit	**$ 9,803**	**$ 9,887**	**$10,250**	**$10,778**	**$11,388**	**$12,191**
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	—	—	—	—	—	—
Intangible asset amortization	136	126	113	115	105	94
Stock-based compensation expense	120	122	127	133	140	149
Non-GAAP Gross Profit	**$10,059**	**$10,135**	**$10,489**	**$11,025**	**$11,634**	**$12,434**
GAAP Operating Income	**$ 1,507**	**$ 2,567**	**$ 2,998**	**$ 3,322**	**$ 3,761**	**$ 4,130**
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	—	—	—	—	—	—
Acquisition and other related charges	27	15	—	—	—	—
Restructuring charges	767	50	50	50	50	50
Intangible asset amortization	255	225	212	212	191	160
Stock-based compensation expense	599	611	634	664	702	745
Non-GAAP Operating Income	**$ 3,155**	**$ 3,469**	**$ 3,893**	**$ 4,247**	**$ 4,703**	**$ 5,085**
GAAP Net Income attributable to EMC	**$ 1,010**	**$ 1,706**	**$ 2,045**	**$ 2,288**	**$ 2,611**	**$ 2,877**
R&D tax credit	35	35	35	35	35	35
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	13	—	—	—	—	—
Acquisition and other related charges	27	15	—	—	—	—
Restructuring charges	582	31	36	36	36	36
Intangible asset amortization	174	157	145	146	132	112
Stock-based compensation expense	450	463	481	504	532	564
Non-GAAP Net Income attributable to EMC	**$ 2,291**	**$ 2,407**	**$ 2,743**	**$ 3,009**	**$ 3,346**	**$ 3,625**
GAAP Net Income attributable to EMC	**$ 1,010**	**$ 1,706**	**$ 2,045**	**$ 2,288**	**$ 2,611**	**$ 2,877**
Minority interest	—	—	—	—	—	—
GAAP Net Income	**$ 1,010**	**$ 1,706**	**$ 2,045**	**$ 2,288**	**$ 2,611**	**$ 2,877**
Income tax provision	415	649	767	854	970	1,073
Non-operating expense	81	212	185	179	179	179
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	—	—	—	—	—	—
Acquisition and other related charges	27	15	—	—	—	—
Restructuring charges	767	50	50	50	50	50
Intangible asset amortization	255	225	212	212	191	160
Stock-based compensation expense	599	611	634	664	702	745

	EMC Core					
	2015	2016	2017	2018	2019	2020
Capitalized software amortization	502	537	589	648	683	650
Depreciation	870	888	921	964	1,019	1,082
Adjusted EBITDA	**$4,528**	**$4,893**	**$5,403**	**$5,860**	**$6,405**	**$ 6,817**
GAAP EPS	**0.52**	**0.88**	**1.06**	**1.18**	**1.34**	**1.46**
R&D tax credit	0.02	0.02	0.02	0.02	0.02	0.02
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	0.01	—	—	—	—	—
Acquisition and other related charges	0.01	0.01	—	—	—	—
Restructuring charges	0.30	0.02	0.02	0.02	0.02	0.02
Intangible asset amortization	0.09	0.08	0.08	0.08	0.07	0.06
Stock-based compensation expense	0.23	0.24	0.25	0.26	0.27	0.29
Non-GAAP EPS	**$ 1.17**	**$ 1.25**	**$ 1.42**	**$ 1.55**	**$ 1.71**	**$ 1.85**
Operating Cash Flow	**$3,790**	**$3,516**	**$4,352**	**$4,732**	**$5,211**	**$ 5,542**
Capital expenditures	(650)	(663)	(688)	(720)	(762)	(808)
Capitalized software development costs	(515)	(562)	(616)	(675)	(650)	(600)
Free Cash Flow	**$2,625**	**$2,290**	**$3,048**	**$3,337**	**$3,799**	**$ 4,135**

	VMware					
	2015	2016	2017	2018	2019	2020
GAAP Revenue	**$6,533**	**$7,270**	**$7,924**	**$8,637**	**$9,501**	**$10,451**
VMware GSA settlement	76	—	—	—	—	—
Non-GAAP Revenue	**$6,609**	**$7,270**	**$7,924**	**$8,637**	**$9,501**	**$10,451**
GAAP Gross Profit	**$5,445**	**$5,995**	**$6,526**	**$7,206**	**$7,999**	**$ 8,897**
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	76	—	—	—	—	—
Intangible asset amortization	110	99	92	82	65	26
Stock-based compensation expense	56	61	67	73	80	88
Non-GAAP Gross Profit	**$5,686**	**$6,155**	**$6,685**	**$7,361**	**$8,145**	**$ 9,011**
GAAP Operating Income	**$1,166**	**$1,554**	**$1,764**	**$1,985**	**$2,258**	**$ 2,589**
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	80	—	—	—	—	—
Acquisition and other related charges	150	14	—	—	—	—
Restructuring charges	21	50	50	50	50	50
Intangible asset amortization	141	124	118	105	84	33
Stock-based compensation expense	526	579	631	687	756	832
Non-GAAP Operating Income	**$2,084**	**$2,321**	**$2,562**	**$2,827**	**$3,148**	**$ 3,504**
GAAP Net Income attributable to EMC	**$ 795**	**$1,021**	**$1,171**	**$1,323**	**$1,505**	**$ 1,725**
R&D tax credit	22	22	22	22	22	22
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	47	—	—	—	—	—
Acquisition and other related charges	77	7	—	—	—	—
Restructuring charges	15	37	32	32	32	32
Intangible asset amortization	87	76	72	64	51	20
Stock-based compensation expense	338	370	403	439	483	532
Non-GAAP Net Income attributable to EMC	**$1,380**	**$1,533**	**$1,701**	**$1,880**	**$2,094**	**$ 2,331**
GAAP Net Income attributable to EMC	**$ 795**	**$1,021**	**$1,171**	**$1,323**	**$1,505**	**$ 1,725**
Minority interest	184	240	275	310	353	405
GAAP Net Income	**$ 979**	**$1,261**	**$1,446**	**$1,633**	**$1,859**	**$ 2,130**
Income tax provision	232	343	387	434	491	562
Non-operating expense	46	50	69	82	92	102

	VMware					
	2015	2016	2017	2018	2019	2020
VMware GSA settlement, litigation and other contingencies, special tax items and other non-recurring expenses	80	—	—	—	—	—
Acquisition and other related charges	150	14	—	—	—	—
Restructuring charges	21	50	50	50	50	50
Intangible asset amortization	141	124	118	105	84	33
Stock-based compensation expense	526	579	631	687	756	832
Capitalized software amortization	—	—	—	—	—	—
Depreciation	235	258	282	307	338	372
Adjusted EBITDA	**$2,319**	**$2,580**	**$2,844**	**$3,134**	**$3,486**	**$3,876**
Operating Cash Flow	**$1,725**	**$2,403**	**$2,548**	**$2,807**	**$3,159**	**$3,505**
Capital expenditures	(350)	(440)	(480)	(523)	(575)	(633)
Capitalized software development costs	—	—	—	—	—	—
Free Cash Flow	**$1,376**	**$1,963**	**$2,069**	**$2,284**	**$2,584**	**$2,872**

Note: Schedules may not add or recalculate due to rounding.

Adjusted July Case

The following tables summarize certain of the July Case financial projections as adjusted by Morgan Stanley, based on management guidance, to reflect an incremental interest expense based on $2.5 billion of incremental EMC debt from 2018 onwards, referred to as the Adjusted July Case and described in "*Opinions of EMC's Financial Advisors—Opinion of Morgan Stanley—Summary of Financial Analyses.*" The figures for non-GAAP revenue, non-GAAP gross profit, Adjusted EBITDA, non-GAAP operating income and free cash flow included in the Adjusted July Case were unchanged from the July Case for Consolidated EMC and EMC Core. With respect to VMware, the July Case financial projections were not affected by the difference in assumptions contemplated by the July Case and the Adjusted July Case.

The following table summarizes the Adjusted July Case figures with respect to Consolidated EMC, with non-GAAP net income and non-GAAP EPS including, with respect to VMware, only amounts attributable to EMC's controlling interest in VMware:

(Amounts in millions, except per share numbers)

	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Non-GAAP Net Income (1)	$3,661	$3,932	$4,436	$4,872	$5,413	$5,928
Non-GAAP EPS	$ 1.87	$ 2.03	$ 2.29	$ 2.51	$ 2.77	$ 3.02

The following table summarizes the Adjusted July Case figures with respect to EMC Core:

(Amounts in millions, except per share numbers)

	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Non-GAAP Net Income (1)	$2,291	$2,407	$2,743	$3,001	$3,330	$3,609
Non-GAAP EPS	$ 1.17	$ 1.25	$ 1.42	$ 1.54	$ 1.70	$ 1.84

(1) Non-GAAP net income figures for Adjusted July Case include a reduction of $10, $8, $9, $9, $10 and $11 million for years 2015-2020, respectively, reflecting the impact of VMware's dilutive securities on the

amount of income attributable to EMC, calculated by multiplying the difference between VMware's basic and diluted earnings per share by the number of VMware shares owned by EMC. Such Non-GAAP net income figures were provided to the EMC board of directors for informational purposes only and were not relevant for or used by Morgan Stanley in connection with any of the financial analyses performed in connection with providing its opinion to the EMC board of directors on October 11, 2015.

Street Forecast

The following table summarizes the Street Forecast financial projections as described above with respect to Consolidated EMC, with non-GAAP net income and non-GAAP EPS including, with respect to VMware, only amounts attributable to EMC's controlling interest in VMware:

(Amounts in millions, except per share numbers)

	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Non-GAAP Revenue	$25,288	$26,467	$27,936	$29,405	$30,874	$32,344
Non-GAAP Gross Profit	$15,728	$16,569	$17,432	$18,452	$19,472	$20,492
Adjusted EBITDA	$ 6,763	$ 7,395	$ 8,128	$ 8,708	$ 9,288	$ 9,869
Non-GAAP Operating Income	$ 5,218	$ 5,680	$ 6,174	$ 6,668	$ 7,162	$ 7,657
Non-GAAP Net Income	$ 3,650	$ 3,955	$ 4,143	$ 4,485	$ 4,844	$ 5,204
Non-GAAP EPS	$ 1.86	$ 2.05	$ 2.14	$ 2.31	$ 2.48	$ 2.65
Free Cash Flow	$ 3,581	$ 4,766	$ 5,021	$ 5,585	$ 6,037	$ 6,493

The following table summarizes the Street Forecast financial projections as described above with respect to EMC Core:

(Amounts in millions, except per share numbers)

	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Non-GAAP Revenue	$18,647	$19,078	$19,823	$20,569	$21,314	$22,059
Non-GAAP Gross Profit	$ 9,950	$10,134	$10,370	$10,760	$11,150	$11,540
Adjusted EBITDA	$ 4,472	$ 4,821	$ 5,209	$ 5,439	$ 5,670	$ 5,901
Non-GAAP Operating Income	$ 3,132	$ 3,327	$ 3,493	$ 3,659	$ 3,825	$ 3,992
Non-GAAP Net Income	$ 2,271	$ 2,402	$ 2,385	$ 2,503	$ 2,635	$ 2,765
Non-GAAP EPS	$ 1.16	$ 1.24	$ 1.23	$ 1.29	$ 1.35	$ 1.41
Free Cash Flow	$ 1,965	$ 2,853	$ 2,857	$ 3,001	$ 3,160	$ 3,318

The following table summarizes the Street Forecast financial projections with respect to VMware as described above, with non-GAAP net income representing only that amount attributable to EMC's controlling interest in VMware:

(Amounts in millions)

	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Non-GAAP Revenue	$6,641	$7,389	$8,113	$8,837	$9,561	$10,285
Non-GAAP Gross Profit	$5,778	$6,435	$7,062	$7,692	$8,322	$ 8,953
Adjusted EBITDA	$2,291	$2,574	$2,919	$3,269	$3,618	$ 3,968
Non-GAAP Operating Income	$2,086	$2,353	$2,681	$3,009	$3,337	$ 3,665
Non-GAAP Net Income	$1,379	$1,552	$1,758	$1,983	$2,210	$ 2,439
Free Cash Flow	$1,617	$1,913	$2,165	$2,584	$2,877	$ 3,175

2.x Plan

The following tables summarize certain of the July Case financial projections as adjusted by Evercore, at management's direction, to reflect $5.0 billion of additional borrowing at a 5.0% interest rate used to refinance $2.0 billion of EMC's short-term debt and to repurchase $3.0 billion of EMC common stock at the end of 2015 at a 5% premium to the unaffected share price of EMC common stock, which adjusted July Case we refer to as the "2.x Plan" and as described in "*Opinions of EMC's Financial Advisors—Opinion of Evercore—Summary of Financial Analyses.*" EMC management's 2.x Plan also contemplated the issuance of tracking stock representing a 40% economic interest in VMware, which did not affect the projections used by Evercore. The figures for non-GAAP revenue, non-GAAP gross profit, Adjusted EBITDA and non-GAAP operating income included in the 2.x Plan were unchanged from the July Case. With respect to VMware, the July Case financial projections were not affected by the difference in assumptions contemplated by the July Case and the 2.x Plan.

The following table summarizes the 2.x Plan figures with respect to Consolidated EMC, with non-GAAP net income and non-GAAP EPS including, with respect to VMware, only amounts attributable to EMC's controlling interest in VMware:

(Amounts in millions, except per share numbers)

	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Non-GAAP Net Income	$3,671	$3,787	$4,291	$4,736	$5,287	$5,803
Non-GAAP EPS	$ 1.87	$ 2.07	$ 2.34	$ 2.58	$ 2.86	$ 3.12

The following table summarizes the 2.x Plan figures with respect to EMC Core:

(Amounts in millions, except per share numbers)

	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Non-GAAP Net Income (1)	$ —	$2,255	$ —	$ —	$ —	$ —
Non-GAAP EPS (2)	$1.17	$ 1.24	$1.42	$1.56	$1.73	$1.87

(1) Non-GAAP net income figures for EMC Core under the 2.x Plan for fiscal year 2015 and fiscal years 2017-2020 were not provided to the EMC board of directors, and were not relevant for or used by Evercore in any of the financial analyses performed in connection with providing its opinion to the EMC board of directors on October 11, 2015.

(2) Non-GAAP EPS figures for EMC Core under the 2.x Plan were provided to the EMC board of directors for informational purposes only, and were not relevant for or used by Evercore in any of the financial analyses performed in connection with providing its opinion to the EMC board of directors on October 11, 2015.

Unlevered Free Cash Flows

Additionally, at the direction of EMC management, each of Morgan Stanley and Evercore calculated, based on the financial projections provided by EMC management (and, with respect to the Street Forecast prepared by Morgan Stanley, based on publicly available consensus estimates), unlevered free cash flows for fiscal years 2015 through 2020 for use by the respective financial advisor in connection with its financial analysis of EMC. The unlevered free cash flow amounts were not provided by EMC management to Denali.

The following is a summary of the unlevered free cash flows, which were prepared as described above and used by Morgan Stanley for the purposes of its financial analyses, and which are defined as net cash provided by operating activities and certain one-off non-operating activities, plus after-tax net interest expense less additions to property, plant and equipment, spending on acquisitions and strategic investments, capitalized software development costs, and after-tax stock based compensation expense.

(Amounts in millions)

	Unlevered Free Cash Flow (Morgan Stanley)					
	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Street Case						
Consolidated EMC(1)	$1,535	$3,961	$4,330	$4,776	$5,140	$5,507
EMC Core	$ 361	$2,588	$2,692	$2,779	$2,913	$3,046
VMware	$1,164	$1,356	$1,619	$1,978	$2,207	$2,440
Adjusted July Case, without M&A spend						
Consolidated EMC(1)	$1,812	$3,468	$4,239	$4,671	$5,353	$5,878
EMC Core	$ 886	$1,995	$2,716	$2,987	$3,429	$3,733
VMware	$ 920	$1,461	$1,510	$1,670	$1,907	$2,127
Adjusted July Case, with M&A spend						
Consolidated EMC(1)	$1,812	$2,468	$3,239	$3,672	$4,353	$4,879
EMC Core	$ 886	$ 995	$1,716	$1,987	$2,429	$2,733
VMware	$ 920	$1,461	$1,510	$1,670	$1,907	$2,127

(1) Difference between Consolidated EMC figures and sum of EMC Core and VMware figures is due to tax rate assumptions provided by EMC management.

The following is a summary of the unlevered free cash flows for EMC Core and VMware, which were prepared as described above and used by Evercore for the purposes of its financial analyses, and which are defined as Adjusted EBITDA, less stock-based compensation (solely in the case where Evercore calculated unlevered free cash flows based on the assumption that stock based compensation is treated as an expense), applicable taxes, capital expenditures and acquisitions, and adjusted for changes in working capital and certain other items, in each case, based on guidance from EMC management. The unlevered free cash flows prepared by Evercore for EMC Core were the same under the July Case and the 2.x Plan.

(Amounts in millions)

	Unlevered Free Cash Flows (Evercore)					
	Fiscal Year					
	2015	2016	2017	2018	2019	2020
Expensing stock based compensation						
EMC Core	886	1,995	2,717	2,978	3,412	3,717
VMware	928	1,471	1,520	1,680	1,917	2,137
Not expensing stock based compensation						
EMC Core	1,329	2,447	3,186	3,469	3,932	4,267
VMware	1,348	1,933	2,024	2,229	2,520	2,801

Important Information About the Unaudited Financial Projections

While the unaudited financial projections summarized above were prepared in good faith and based on information available at the time of preparation, no assurance can be made regarding future events. The estimates and assumptions underlying the unaudited financial projections involve judgments with respect to, among other things, future economic, competitive, regulatory and financial market conditions and future business decisions that may not be realized and that are inherently subject to significant business, economic, competitive and regulatory uncertainties and contingencies, including, among others, risks and uncertainties described under "*Risk Factors*" and "*Cautionary Information Regarding Forward-Looking Statements*", respectively, all of which are difficult to predict and many of which are beyond the control of EMC. These forecasts assume realization of the savings in EMC's previously disclosed cost transformation program. There can be no assurance that the underlying assumptions will prove to be accurate or that the projected results will be realized, and actual results will likely differ, and may differ materially, from those reflected in the unaudited financial projections, whether or not the transaction is completed. As a result, the unaudited financial projections cannot be considered a reliable predictor of future operating results, and this information should not be relied on as such.

The unaudited financial projections, including the amounts attributable to VMware, were created solely for internal use by EMC and not with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial data, published guidelines of the SEC regarding forward-looking statements and the use of non-GAAP measures or GAAP. In the view of EMC management, the forecasts prepared by them were prepared on a reasonable basis based on the best information available to EMC management at the time of their preparation. The unaudited financial projections, however, are not fact and should not be relied upon as being necessarily indicative of future results of EMC or VMware, and readers of this proxy statement/prospectus are cautioned not to place undue reliance on this information. The inclusion of the unaudited financial projections in this proxy statement/prospectus shall not be deemed an admission or representation by EMC that such information is material. None of the unaudited financial projections reflect any impact of the transaction.

No independent registered public accounting firm has examined, compiled or otherwise performed any procedures with respect to the prospective financial information contained in these financial forecasts and, accordingly, no independent registered public accounting firm has expressed any opinion or given any other form of assurance with respect thereto and no independent registered public accounting firm assumes any responsibility for the prospective financial information. The report of the independent registered public accounting firm incorporated by reference into this proxy statement/prospectus with respect to EMC relates solely to the historical financial information of EMC and does not extend to the unaudited financial projections and should not be read to do so.

By including in this proxy statement/prospectus a summary of certain of the unaudited financial projections regarding the operating results of EMC (including the amounts attributable to VMware), none of EMC, VMware nor any of their respective representatives has made or makes any representation to any person regarding the ultimate performance of EMC or VMware compared to the information contained in the financial projections. The unaudited financial projections cover multiple years and such information by its nature becomes less predictive with each succeeding year. EMC does not undertake any obligation, except as required by law, to update or otherwise revise the unaudited financial projections contained in this proxy statement/prospectus to reflect circumstances existing since their preparation or to reflect the occurrence of unanticipated events or to reflect changes in general economic or industry conditions, even in the event that any or all of the underlying assumptions are shown to be in error. VMware has no obligation to update projections used by EMC and its financial advisors regarding the amounts attributable to VMware.

The summary of the unaudited financial projections are not included in this proxy statement/prospectus in order to induce any EMC shareholder to vote in favor of the proposal to approve the merger agreement or any of the other proposals to be voted on at the EMC special meeting of shareholders.

Denali's Reasons for the Merger

The Denali board of directors' reasons for entering into the merger agreement include:

- Denali's belief that the combined company is expected to be a leader in numerous high-growth areas of the $2 trillion information technology market, with a complementary portfolio, sales team and R&D organization across four globally recognized technology franchises – servers, storage, virtualization and PCs – and is expected to bring together strong capabilities in the fast growing areas of the technology industry, including converged infrastructure, digital transformation, software-defined data center, hybrid cloud, mobile and security;
- Denali's belief that the combination of Denali and EMC will enable the combined company to address more of its customers' needs, specifically as relates to the complementary nature of Dell's server business and EMC's strength in both legacy and emerging storage solutions as well as capitalizing on EMC's leadership in research and development and innovation and Dell's world-class supply chain operations;
- Denali's belief that the transaction will strengthen the position of both Dell and EMC in an increasingly competitive global marketplace;
- Denali's belief that the transaction will unite Dell's strength with small business and mid-market customers with EMC's strength with large enterprises creating revenue synergies that would not exist if the companies remained separate;
- the ability to take advantage of Denali's privately controlled ownership structure (and the flexibility and agility associated with private ownership) to focus on customers and invest and innovate for long-term results, and the ability to incubate high-growth businesses in promising markets;
- the possibility of Denali reducing its indebtedness within 18-24 months after the completion of the merger given the strong cash flow generation capacity of the combined company and achieving an investment grade corporate debt rating, which would provide more dependable and economical access to capital markets and enhance financial flexibility;
- Denali's belief that the VMware business is currently an attractive long-term investment opportunity;
- Denali's belief that the transaction is expected to accelerate VMware's growth across all of its businesses through increased opportunities for integration with Dell's solutions and go-to-market channels; and
- the significant cost opportunities derived from global scale in purchasing and operations as well as the opportunity to realize operating efficiencies and other synergies following the completion of the merger.

The Denali board of directors also considered a number of potentially negative factors in its deliberations concerning the merger, including:

- the difficulties and management challenges inherent in completing the merger and integrating the businesses, operations and workforce of EMC with those of Denali;
- the risk that failure to retain key EMC personnel may make integration of such businesses challenging;
- uncertainty about the effect of the proposed merger on Denali's and EMC's customers, suppliers and other partners, which could cause customers, suppliers and other partners to seek to change existing business relationships with Denali or EMC;
- the possibility of encountering difficulties in achieving expected growth, synergies and cost savings;
- the risk that EMC's financial performance may not meet Denali's expectations;

- the risk that all conditions to the obligations of the parties to complete the merger might not be satisfied or that the merger might not otherwise be completed, or that completion may be unduly delayed, including the effect of the pendency of the merger and the effect such failure to be completed may have on:
  - Denali's operating results, particularly in light of the costs incurred in connection with the merger; and
  - Denali's ability to attract and retain key personnel, suppliers and customers; and
- the fact that, under the merger agreement, Denali may be required to pay to EMC a termination fee of $4 billion (or $6 billion if Denali fails to make available the amount of cash on hand required to be made available by Denali under the merger agreement), and that such fee may be payable under certain circumstances following the termination of the merger agreement, as more fully described under "*The Merger Agreement—Termination Fees*."

In view of the wide variety of factors considered in connection with its evaluation of the merger and the complexity of these matters, the Denali board of directors did not find it useful and did not attempt to assign any relative or specific weights to the various factors that it considered in reaching its determination to approve the merger and the merger agreement. In addition, individual members of the Denali board of directors may have given differing weights to different factors. The Denali board of directors conducted an overall analysis of the factors described above, including through discussions with, and inquiry of, Denali's management and outside legal and financial advisors regarding certain of the matters described above. See the section entitled "*Cautionary Information Regarding Forward-Looking Statements*."

Financing of the Merger

Denali, Denali Intermediate and Dell have obtained a commitment letter, such commitment letter, as amended and restated on November 25, 2015, February 12, 2016 and May 27, 2016, and as otherwise amended from time to time in accordance with the merger agreement, being referred to as the debt commitment letter, from, among others, Credit Suisse AG, Cayman Islands Branch, Credit Suisse Securities (USA) LLC, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC, Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Bank PLC, Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Goldman Sachs Bank USA, Goldman Sachs Lending Partners LLC, Deutsche Bank AG New York Branch, Deutsche Bank AG Cayman Islands Branch, Deutsche Bank Securities Inc., Royal Bank of Canada and RBC Capital Markets, collectively referred to as the lenders, to provide, severally but not jointly, upon the terms and subject to the conditions set forth in the debt commitment letter, in the aggregate up to $49.5 billion in debt financing (not all of which is expected to be drawn at the closing of the merger), consisting of the following:

- $5.0 billion senior secured term loan B facility;
- $3.7 billion senior secured term loan A-1 facility;
- $3.925 billion senior secured term loan A-2 facility;
- $2.5 billion senior secured term cash flow facility;
- $1.8 billion senior secured term loan A-3 facility;
- $3.15 billion senior secured revolving facility;
- $20.0 billion senior secured bridge facility (which Denali does not expect to utilize as subsidiaries of Dell International have issued and sold $20.0 billion in aggregate principal amount of senior secured notes in lieu thereof, as described below);
- $3.25 billion senior unsecured bridge facility (which would be utilized in the event that Dell International or one or more of its subsidiaries does not issue and sell the full amount of the senior unsecured notes referred to below at or prior to the closing of the merger);
- $2.2 billion senior unsecured asset sale bridge facility;
- $2.5 billion margin bridge facility; and
- $1.5 billion VMware note bridge facility.

It is also expected that, at or prior to the closing of the merger, up to $23.25 billion in aggregate principal amount of senior secured notes and senior unsecured notes, referred to as the notes, will be issued by Dell International or one or more of its subsidiaries in one or more offerings conducted under Rule 144A of the Securities Act and in reliance on Regulation S under the Securities Act. In particular, on June 1, 2016, two wholly-owned subsidiaries of Dell International, referred to as the Fincos, co-issued $20.0 billion in aggregate principal amount of senior secured notes in an offering conducted pursuant to Rule 144A under the Securities Act and in reliance on Regulation S under the Securities Act. The net proceeds of the offering of the senior secured notes were deposited into an escrow account. Upon the completion of the merger, Dell International and EMC will assume the obligations of the Fincos under the senior secured notes and become the co-issuers thereof and the notes will be guaranteed, subject to certain exceptions, on a joint and several basis by Denali, Denali Intermediate, Dell and Denali Intermediate's direct and indirect wholly-owned material domestic subsidiaries that will guarantee the credit facilities. The notes will be secured, on a pari passu basis with the credit facilities, on a first-priority basis by substantially all of the tangible and intangible assets of the issuers and guarantors that secure obligations under the credit facilities, including pledges of all capital stock of the issuers, of Dell and of certain wholly-owned material subsidiaries of the issuers and the guarantors (but limited to 65% of the voting stock of any foreign subsidiary), subject to certain exceptions. The senior secured notes contain investment grade covenants restricting the issuers' and the guarantors' ability to enter into asset sales with respect to the collateral, to incur secured debt and to enter into sale and lease-back transactions, subject to certain exceptions. The senior unsecured notes, if and when issued, are expected to contain customary covenants for non-investment grade issuers.

This proxy statement/prospectus is not an offer to sell or a solicitation of an offer to purchase the notes, nor shall there be any offer or sale of the notes in any state or jurisdiction in which such offer, solicitation or sale would be unlawful.

It is also contemplated that, at, prior to or after the closing of the merger, (1) a margin loan facility in an aggregate principal amount of up to $2.5 billion may be entered into by a special purpose vehicle in lieu of the margin bridge facility and (2) a permanent financing solely secured by the VMware intercompany notes in an aggregate principal amount of up to $1.5 billion may be entered into by the Company in lieu of the VMware note bridge facility.

We refer to the financing described above collectively as the debt financing, the facilities referred to in the first through fifth bullet points as the term loan facilities, the facilities referred to in the first through sixth bullet points as the credit facilities and the bridge facilities referred to in the seventh and eighth bullet points as the corporate bridge facilities. The aggregate principal amount of the term loan facilities and the corporate bridge facilities (or the notes, as the case may be) may be increased to fund certain original issue discount or upfront fees in connection with the debt financing. The proceeds of the debt financing will be used (1) to finance, in part, the payment of the amounts payable under the merger agreement, the refinancing of certain of Dell International's and EMC's indebtedness outstanding as of the closing of the merger and the payment of related fees and expenses, (2) to provide ongoing working capital and (3) for other general corporate purposes of Dell and its subsidiaries, including EMC.

Denali has also obtained committed equity financing for up to $4.25 billion in the aggregate from the common stock investors. The terms and conditions of the equity financing are described under "*The Merger Agreement—Common Stock Purchase Agreements*."

In addition, each of Denali and EMC has agreed to make available a certain amount of cash on hand (at least $2.95 billion, in the case of Denali, and $4.75 billion in the case of EMC) at the closing of the merger for the purpose of financing the transactions contemplated by the merger agreement. See "*The Merger Agreement—Denali Cash on Hand*" and "*The Merger Agreement—Liquidation of Investments; Cash Transfers*."

The commitments under the credit facilities may be increased in an aggregate amount not to exceed (1) the greater of (i) $10.0 billion and (ii) 100% of consolidated EBITDA (as defined in the debt commitment letter) for

the last four fiscal quarters of Dell for which financial statements have been delivered, plus (2) an amount equal to all voluntary prepayments of the credit facilities (with respect to the senior secured revolving facility, to the extent the revolving commitments thereunder are permanently reduced) that are not funded with the proceeds of long-term debt and (3) an additional amount (without giving effect to amounts incurred simultaneously under (1) and (2)) such that the net first lien leverage ratio would not exceed 3.25:1.00 on a pro forma basis, subject to certain exceptions and the satisfaction of certain conditions.

The debt financing contemplated by the debt commitment letter is conditioned on the completion of the merger in accordance with the merger agreement, as well as other customary conditions, including, but not limited to:

- the execution and delivery by the borrowers and guarantors of definitive documentation, consistent with the debt commitment letter on or prior to December 16, 2016;
- the consummation of the common stock investors' equity financing substantially concurrently with the initial borrowing under the term loan facilities;
- subject to certain limitations, the absence of an EMC material adverse effect since October 12, 2015;
- payment of all applicable fees and expenses;
- delivery of certain audited, unaudited and pro forma financial statements;
- as a condition to the availability of the unsecured bridge facility, the lead arrangers and the related investment banks having been afforded a marketing period of at least 15 consecutive business days (subject to certain blackout dates) following receipt of portions of a customary offering memorandum and certain financial statements and data;
- receipt by the lead arrangers of documentation and other information about the borrower and guarantors required under applicable "know your customer" and anti-money laundering rules and regulations (including the PATRIOT Act);
- (other than with respect to the unsecured bridge facility) subject to certain limitations, the execution and delivery of guarantees by the guarantors and the taking of certain actions necessary to establish and perfect a security interest in specified items of collateral;
- the repayment of certain outstanding debt of Dell International and EMC; and
- the accuracy in all material respects of certain representations and warranties in the merger agreement and specified representations and warranties in the loan documents.

If any portion of the debt financing becomes unavailable on the terms and conditions contemplated by the debt commitment letter, Dell is required to promptly notify EMC and use its reasonable best efforts to obtain alternative financing (in an amount sufficient to enable the transaction contemplated by the merger agreement to be completed) from the same or other sources on terms and conditions no less favorable in the aggregate to Dell than such unavailable debt financing (including the "flex" provisions contained in the fee letter referenced in the debt commitment letter). As of [ ], the last practicable date before the printing of this proxy statement, no alternative financing arrangements or alternative financing plans have been made in the event the debt financing is not available as anticipated. Except as described herein, there is no current plan or arrangement regarding the refinancing or repayment of the debt financing.

The documentation governing debt financing contemplated by the debt commitment letter has not been finalized and, accordingly, the actual terms of the debt financing may differ from those described in this proxy statement. In particular, certain terms of the various credit facilities and the corporate bridge facilities are subject to "flex" provisions.

The lenders may invite other banks, financial institutions and institutional lenders to participate in the debt financing contemplated by the debt commitment letter and to undertake a portion of the commitments to provide

such debt financing.

Credit Facilities

Obligors and Security

The borrower under the credit facilities will be Dell International and, after the closing of the merger, EMC will become a co-borrower under the credit facilities. The credit facilities will be guaranteed, subject to certain agreed upon exceptions, on a joint and several basis by Denali Intermediate and each direct and indirect wholly owned U.S. restricted subsidiary of Denali Intermediate, including Dell (other than the co-borrowers). The credit facilities will be secured, subject to certain agreed upon exceptions, by (1) a first priority security interest in substantially all the tangible and intangible assets of Dell International and the guarantors, including Denali Intermediate and Dell, and, after the merger, EMC and each of its subsidiaries that is a guarantor, and (2) a first-priority pledge of 100% of the capital stock of Dell, Dell International and each direct, wholly owned material restricted subsidiary of Denali Intermediate, Dell, Dell International and each other guarantor, including after the merger, EMC and its subsidiaries that are guarantors (which pledge, in the case of any non-U.S. subsidiary of a U.S. subsidiary, will not include more than 65% of the voting stock of such non-U.S. subsidiary), in each case subject to certain exceptions.

Interest Rates, Fees and Amortization

Interest under the senior secured term loan B facility, the senior secured term loan A-1 facility, the senior secured term loan A-2 facility, the senior secured term loan A-3 facility and the senior secured term cash flow facility will be payable, at the option of the borrower, either at a base rate or a LIBOR-based rate plus a margin to be agreed.

The borrower may elect interest periods under the credit facilities of one, two, three or six months (or twelve months or less than one month if agreed to by all lenders) with respect to loans bearing interest based on LIBOR. Interest will be payable, in the case of loans bearing interest based on LIBOR, at the end of each interest period (but at least every three months) and, in the case of loans bearing interest based on the base rate, quarterly in arrears. In addition, the borrower is required to pay a commitment fee on any unutilized commitments under the senior secured revolving facility. The initial commitment fee rate is 0.375% per annum and after the date of closing of the merger, will vary based upon a corporate ratings-based pricing grid. The borrower is also required to pay customary letter of credit fees.

The senior secured term loan B facility will mature seven years from the date of closing of the merger and will amortize in equal quarterly installments in aggregate annual amounts equal to 1.00% of the original principal amount. The senior secured term loan A-1 facility will mature on December 31, 2018 and will have no amortization. The senior secured term loan A-2 facility will mature five years from the date of closing of the merger and will amortize in equal quarterly installments in aggregate annual amounts equal to 5.0% of the original principal amount in each of the first two years after the date of closing of the merger, 10% of the original principal amount in each of the third and fourth years after the date of closing of the merger and 70% of the original principal amount in the fifth year after the date of closing of the merger. The senior secured term loan A-3 facility will mature on December 31, 2018 and will have no amortization. The senior secured revolving facility will mature five years from the date of closing of the merger and will have no amortization. The senior secured term cash flow facility will mature 364 days after the date of closing of the merger and will have no amortization.

Prepayments

The term loan facilities require the borrower to prepay outstanding term loans, subject to certain exceptions, with:

- 50% (which percentage will be reduced to 25% and 0% upon achievement of certain first lien leverage ratios) of Dell’s annual excess cash flow;

- 100% (which percentage will be reduced to 50% and 0% upon achievement of certain first lien leverage ratios) of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property by Dell and its restricted subsidiaries (including insurance and condemnation proceeds, subject to de minimis thresholds), (1) if such net cash proceeds are not reinvested in assets to be used in the business within 450 days of the receipt of such net cash proceeds or (2) if such net cash proceeds are committed to be reinvested within 450 days of the receipt thereof and such reinvestment is completed within 180 days thereafter; and
- subject to the mandatory prepayment provisions under the senior secured bridge facility with respect to net cash proceeds of debt issuances as described below under "*—Corporate Bridge Facilities—Prepayments*," 100% of the net cash proceeds of any issuance or incurrence of debt by Dell or any of its restricted subsidiaries, other than debt permitted under the term loan facilities;

except that (1) the borrower shall not have any reinvestment rights referred to in the second bullet point above until after the receipt by Dell and its restricted subsidiaries of net cash proceeds received from asset sales and dispositions of property of at least $7,700 million (calculated starting from the date of the debt commitment letter) and (2) any prepayments pursuant to such second bullet point will (starting from the date of the debt commitment letter) first reduce the commitments in respect of the unsecured asset sale bridge facility, then the senior secured term loan A-1 facility and thereafter, the senior secured term loan A-3 facility, in that order, and thereafter, as elected by the borrower.

The borrower may voluntarily repay outstanding loans under the credit facilities at any time without premium or penalty, other than customary "breakage" costs with respect to LIBOR loans and subject to a 1% prepayment premium with respect to the senior secured term loan B facilities in the event of certain voluntary prepayments or refinancings thereof occurs prior to the six month anniversary of the date of closing of the merger and reduces the effective yield of the senior secured term loan B facility.

Certain Covenants and Events of Default

The credit facilities will contain customary affirmative covenants including, among other things, delivery of annual audited and quarterly unaudited financial statements, notices of defaults, material litigation and material ERISA events, submission to certain inspections, maintenance of property and customary insurance, payment of taxes and compliance with laws and regulations. The credit facilities will also contain customary negative covenants that, subject to certain exceptions, qualifications and "baskets," generally will limit the borrower's and its restricted subsidiaries' ability to incur debt, create liens, make fundamental changes, enter into asset sales and sale-and-lease back transactions, make certain investments and acquisitions, pay dividends or distribute or redeem certain equity, prepay or redeem certain debt and enter into certain transactions with affiliates. The senior secured term loan A-1 facility, the senior secured term loan A-2 facility, the senior secured term loan A-3 facility and senior secured revolving facility will be subject to a first lien net leverage ratio maintenance covenant that will be tested at the end of each fiscal quarter of Dell.

The credit facilities will also contain certain customary events of default (including upon a change of control).

Corporate Bridge Facilities

Obligors and Security

The borrower under the corporate bridge facilities will be Dell International and, after the closing of the merger, EMC will become a co-borrower under the corporate bridge facilities. The corporate bridge facilities will be guaranteed by the same entities that guarantee the credit facilities.

The senior secured bridge facility will be secured by the same assets (on an equal priority basis) that secure the credit facilities. The senior unsecured bridge facility will not be secured by any assets.

Interest Rates, Fees and Amortization

Interest under the senior unsecured bridge facility will initially be payable at a LIBOR-based rate plus an escalating margin to be agreed up to a cap. Interest will be payable at the end of each interest period (but at least every three months).

Interest under the senior secured bridge facility will initially be payable, at the option of the borrower, at a either at a base rate or a LIBOR-based rate plus an escalating margin to be agreed.

The borrower may elect interest periods under the senior secured bridge facility of one, two, three or six months (or twelve months or less than one month if agreed to by all lenders) with respect to loans bearing interest based on LIBOR. Interest on the senior secured bridge facility will be payable, in the case of loans bearing interest based on LIBOR, at the end of each interest period (but at least every three months) and, in the case of loans bearing interest based on the base rate, quarterly in arrears.

The borrower is required to pay duration fees which are payable for each 90 day period that the senior secured bridge facility is outstanding.

Any loans under the senior unsecured bridge facility that are not paid in full on or before the first anniversary of the closing date of the merger will automatically be converted into senior unsecured term loans maturing seven years after the closing date of the merger. After such a conversion, the holders of outstanding senior unsecured term loans may choose, subject to certain limitations, to exchange their loans for senior unsecured exchange notes that mature seven years after the closing date of the merger.

Any loans under the senior secured bridge facility that are not paid in full on or before 364 days after the closing of the merger may, at the option of Dell and so long as no payment or bankruptcy event of default has occurred and is continuing, be extended for an additional 364 days after payment by Dell of an extension fee. The senior secured bridge facility will have no amortization.

Prepayments

The senior unsecured bridge facility requires the borrower to prepay outstanding bridge loans, subject to certain exceptions:

- with 100% of the net cash proceeds from the issuance of any unsecured high-yield securities;
- with the net cash proceeds from the issuance of any debt incurred to refinance the senior unsecured bridge facility;
- with 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property by Dell and its restricted subsidiaries (including insurance and condemnation proceeds, subject to de minimis thresholds) in excess of amounts either reinvested or required to be paid to the lenders under the credit facilities and secured bridge facility or holders of certain other indebtedness; and
- following a change of control.

The senior secured bridge facility requires the borrower to prepay outstanding senior secured bridge loans, subject to certain exceptions, with:

- subject to the waterfall described above under "—*Prepayments*" with respect to the credit facilities, 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property by Dell and its restricted subsidiaries (including insurance and condemnation proceeds, subject to de minimis

thresholds), subject to reinvestment rights expected to be substantially similar to those for the credit facilities, except that the borrower shall not have any reinvestment rights until after the receipt by Dell and its restricted subsidiaries of net cash proceeds received from asset sales and dispositions of property of at least $7.7 billion (calculated starting from the date of the debt commitment letter);

- subject to the senior unsecured bridge facility debt sweep, 100% of the net cash proceeds of any issuance or incurrence of debt by Dell or any of its restricted subsidiaries, other than certain excluded debt and debt issuances of up to $500 million in the aggregate; and
- 100% of the net cash proceeds of issuances of equity securities or equity-linked securities, subject to certain exceptions.

The borrower may voluntarily repay outstanding loans under the corporate bridge facilities at any time without premium or penalty, other than customary "breakage" costs with respect to LIBOR loans.

Certain Covenants and Events of Default

The corporate bridge facilities will contain customary affirmative covenants substantially consistent with those contained in the credit facilities. The senior secured bridge facility will contain negative covenants substantially consistent with those contained in the credit facilities. The senior unsecured bridge facility is expected to contain incurrence-based negative covenants as are customary for bridge loan financings of this type and consistent with Rule 144A "for life" high yield indentures of comparable issuers. Such negative covenants will, subject to certain exceptions, qualifications and "baskets," restrict, among other things, the borrower's and its restricted subsidiaries' ability to incur debt, create liens, enter into asset sales, make certain investments and acquisitions, pay dividends or distribute or redeem certain equity, prepay or redeem certain debt and enter into transactions with affiliates.

The corporate bridge facilities will not include financial maintenance covenants. The corporate bridge facilities will contain certain customary events of default (including upon a change of control).

Margin Bridge Facility

Obligors and Security

The borrower under the margin bridge facility will be Merger Sub prior to the closing of the merger and, after the closing of the merger, will be EMC. The margin bridge facility will not be guaranteed by any of the subsidiaries of the borrower or Denali.

The margin bridge facility will be secured solely by 77,033,442 shares of Class B common stock of VMware. The funding of the margin bridge facility is not contingent on the value of the collateral or the trading price of shares of VMware Class A common stock.

Interest Rates and Amortization

Interest under the margin bridge facility will be payable, at the option of the borrower, either at a base rate or a LIBOR-based rate plus a margin to be agreed. Interest will be payable, in the case of loans bearing interest based on LIBOR, at the end of each interest period (but at least every three months) and, in the case of loans bearing interest based on the base rate, quarterly in arrears. The margin bridge facility will mature 364 days after the date of closing of the merger and will have no amortization.

Prepayments

The margin bridge facility requires the borrower to prepay outstanding margin bridge loans with 100% of the net cash proceeds of any asset sale or other disposition of the pledged VMware shares. The borrower may voluntarily repay outstanding loans under the margin bridge facility at any time without premium or penalty, other than customary "breakage" costs.

Certain Covenants and Events of Default

The margin bridge facility will not include any affirmative or negative covenants, other than an asset sale covenant solely with respect to the pledged VMware shares which will require that 100% of the consideration for the sale of such shares consist of cash or cash equivalents and require that all such proceeds be used to repay the margin bridge facility. The margin bridge facility will also contain events of default substantially consistent with the credit facilities, as modified to reflect the nature of the margin bridge facility.

VMware Intercompany Note Bridge Facility

Obligors and Security

The borrower under the VMware note bridge facility will be Merger Sub prior to the closing of the merger and, after the closing of the merger, will be EMC. The VMware note bridge facility will not be guaranteed by any of the subsidiaries of the borrower or Denali.

The VMware note bridge facility will be secured by the VMware intercompany notes, which are payable to EMC.

Interest Rates and Amortization

Interest under the VMware note bridge facility will be payable, at the option of the borrower, either at a base rate or a LIBOR-based rate plus a margin to be agreed. Interest will be payable, in the case of loans bearing interest based on LIBOR, at the end of each interest period (but at least every three months) and, in the case of loans bearing interest based on the base rate, quarterly in arrears. The VMware note bridge facility will mature 364 days after the date of closing of the merger and will have no amortization.

Prepayments

The VMware note bridge facility requires the borrower to prepay outstanding VMware note bridge loans with 100% of the net cash proceeds of any asset sale or other disposition of the pledged VMware promissory notes. The borrower may voluntarily repay outstanding loans under the VMware note bridge facility at any time without premium or penalty, other than customary “breakage” costs.

Certain Covenants and Events of Default

The VMware note bridge facility will not include any affirmative or negative covenants, other than an asset sale covenant solely with respect to the pledged VMware promissory notes which will require that 100% of the consideration for the sale of such promissory notes consist of cash or cash equivalents and require that all such proceeds be used to repay the VMware note bridge facility. The VMware note bridge facility will also contain events of default substantially consistent with the credit facilities, as modified to reflect the nature of the VMware note bridge facility.

Unsecured Asset Sale Bridge Facility

Obligors and Security

The borrowers under the unsecured asset sale bridge facility shall be the same as the borrowers under the credit facilities.

The unsecured asset sale bridge facility will be guaranteed by the same entities as the credit facilities and shall be unsecured.

Interest Rates and Amortization

Interest under the unsecured asset sale bridge facility is expected to be payable at a fixed rate per annum until the date that is 90 days after the date of the completion of the merger and, thereafter, at a LIBOR-based rate, subject to 50 basis point increases every three months thereafter and subject to a total cap. Interest will be payable, at the end of each interest period (but at least every three months), in arrears. The unsecured asset sale bridge facility will mature one year after the date of closing of the merger and will have no amortization.

Prepayments

The unsecured asset sale bridge facility requires the borrower to prepay outstanding borrowings under the unsecured asset sale bridge facility with 100% of the net cash proceeds of any non-ordinary course asset sales or dispositions. The borrower may voluntarily repay outstanding loans under the unsecured asset sale bridge facility at any time without premium or penalty, other than customary "breakage" costs.

Refinancing of Certain Indebtedness

Dell expects that the aggregate amounts of principal, interest and premium necessary to redeem in full the outstanding $1.4 billion in aggregate principal amount of 5.625% Senior First Lien Notes due 2020 co-issued by Dell International and Denali Finance Corp. will be deposited with the trustee for such notes, and that such notes will thereby be satisfied and discharged, substantially concurrently with the effective time of the merger. Dell further expects that all of Dell's and EMC's other outstanding senior notes and senior debentures will remain outstanding after the effective time of the merger in accordance with their respective terms. All principal, accrued but unpaid interest, fees and other amounts (other than certain contingent obligations) outstanding at the effective time of the merger under (1) EMC's unsecured revolving credit facility will be repaid in full substantially concurrently with the closing and all commitments to lend and guarantees in connection therewith will be terminated and/or released, (2) EMC's outstanding commercial paper will be refinanced, (3) Dell International's asset based revolving credit facility will be repaid in full substantially concurrently with the closing and all commitments to lend and guarantees and security interests in connection therewith will be terminated and/or released and (4) Dell International's term facilities will be repaid in full substantially concurrently with the closing and all commitments to lend and guarantees and security interests in connection therewith will be terminated and/or released.

Interests of Certain Denali Directors and Officers

As of May 15, 2016, Michael S. Dell and a separate property trust for the benefit of Mr. Dell's wife beneficially owned approximately 70% of Denali's voting securities. Concurrently with the merger agreement, Mr. Dell and a separate property trust for the benefit of Mr. Dell's wife entered into a common stock purchase agreement with Denali in which Mr. Dell and the separate property trust agreed to purchase common stock of Denali on the closing date of the merger for an aggregate purchase price of up to $3.0 billion.

Egon Durban, a current director of Denali, serves as Managing Partner and Managing Director of Silver Lake. Simon Patterson, a current director of Denali, serves as Managing Director of Silver Lake. As of May 15, 2016, investment funds associated with Silver Lake beneficially owned approximately 24% of Denali's voting securities. Concurrently with the merger agreement, the SLP investors entered into a common stock purchase agreement with Denali in which the SLP investors agreed to purchase common stock of Denali on the closing date of the merger for an aggregate purchase price of up to $1.0 billion.

In addition, as of May 15, 2016 Denali directors and executive officers owned less than 1,000 shares of EMC.

Interests of Certain EMC Directors and Officers

The EMC board of directors and its compensation committee have designed the director and executive compensation programs of EMC, in consultation with independent outside compensation experts, with a view

towards attracting and retaining qualified candidates and taking into account, among other things, the compensation practices of EMC's peers and competitors for such qualified candidates and market compensation practices generally. A significant component of this compensation program consists of equity and equity-based compensation, which is granted pursuant to equity compensation plans which are disclosed to, and approved by, EMC's shareholders. The treatment of the equity compensation described below is in accordance with the terms of EMC's governing equity compensation plan.

In considering the recommendation of the EMC board of directors with respect to the transaction, EMC shareholders should be aware of the effect of the transaction on the compensation arrangements of the executive officers of EMC, which are in addition to the effect of the transaction upon the EMC common stock owned by such individuals. These interests are summarized below. The compensation arrangements of Joseph M. Tucci are included below in the discussion of the compensation arrangements of executive officers, as all of such compensation is in respect of Mr. Tucci's services as an executive officer; Mr. Tucci receives no additional compensation in respect of his service on the EMC board of directors.

In addition, Denali has announced that certain of EMC's current executive officers will serve on the leadership team of Denali following the completion of the merger: Jeremy Burton, EMC's current President, Products and Marketing, will become the Chief Marketing Officer of Denali; Howard D. Elias, EMC's current President and Chief Operating Officer, Global Enterprise Services, will become President, Global Services and IT; David I. Goulden, currently Chief Executive Officer of the EMC Information Infrastructure business, will become President, Enterprise Systems Group of Denali; William F. Scannell, EMC's current President, Global Sales and Customer Operations, will become President, Enterprise Sales of Denali, and Amit Yoran will remain President of RSA. Rob Mee, currently Chief Executive Officer, Pivotal, will be part of an executive group that includes the presidents of Denali's business units and go-to-market organizations. Messrs. Burton, Elias and Goulden will become executive officers of Denali following the completion of the merger. Additional information with respect to the board of directors and the management of Denali following the completion of the merger is included under "*Management of Denali after the Merger*."

Denali has had discussions with such executives regarding their employment arrangements following the completion of the merger and anticipates entering into new employment and compensation arrangements with such executives prior to the closing. No agreements or arrangements have been entered into as of the date of this proxy statement/prospectus, but it is anticipated that the total annual compensation opportunity for any such executive may be greater under any such new agreements and arrangements.

Consideration Payable to Executive Officers Pursuant to the Transaction

As a group, the executive officers of EMC beneficially owned 3,531,113 shares of EMC common stock as of May 11, 2016 (not including unvested equity and equity-based awards discussed below). In the event that the transaction were to be completed, the executive officers would receive the same merger consideration per share of EMC common stock (on the same terms and conditions) as the other EMC shareholders. If the executive officers of EMC continue to hold all of the shares of EMC common stock beneficially owned by them as of May 11, 2016, upon the completion of the transaction, such executive officers would receive an aggregate of $84,923,268 in cash and approximately 393,083 shares of Class V Common Stock in respect of such shares of EMC common stock (based on an estimated 2,002,904,273 shares of EMC common stock issued and outstanding, calculated on a fully diluted basis, immediately prior to the completion of the transaction). Dispositions of shares of EMC common stock by executive officers of EMC and vesting or exercise of currently unvested or unexercised equity or equity-based awards (described in more detail below), in each case prior to the completion of the transaction, will change the amount of cash and shares of Class V Common Stock such executive officers will receive in respect of their shares of EMC common stock upon the completion of the transaction.

Equity-Based Awards Held by Executive Officers of EMC

Set forth below is a discussion of the treatment in the transaction of stock options and service- and performance-vesting restricted stock unit awards held by the executive officers of EMC.

Treatment of Unvested Restricted Stock Unit and Performance Unit Awards

Executive officers of EMC hold time- and performance-vesting restricted stock units with respect to an aggregate of 4,277,964 shares of EMC common stock (measured at the target level of performance in the case of performance-vesting restricted stock units); these unvested restricted stock units are rights to receive shares of EMC common stock upon the occurrence of the applicable vesting event (satisfaction of service requirements and/or attainment of applicable performance goals, as the case may be). In accordance with the terms of the merger agreement, immediately prior to the vesting effective time of the merger each restricted stock unit award will be fully vested (with vesting occurring at the target level of performance in the case of performance-vesting restricted stock units) and converted into the whole net number of shares of EMC common stock subject to the award (net of shares with a fair market value equal to the tax withholding required upon the vesting of the shares). Upon the completion of the transaction, the holders of such vested shares will become entitled to receive the merger consideration in the same manner as other outstanding shares of EMC common stock, together with cash in lieu of any fractional shares of EMC common stock. The approximate value of the cash payments and the approximate number of shares of Class V Common Stock that each executive officer of EMC would receive in respect of such unvested time- and performance-vesting restricted stock units is set forth in the table below. This information is based on the number of shares subject to unvested time- and performance-vesting restricted stock units expected to be held by executive officers of EMC as of May 11, 2016. Vesting and/or forfeiture of currently unvested time- and performance-vesting restricted stock units prior to the vesting effective time of the merger will change the amount of merger consideration the executive officers will receive in respect of their unvested time- and performance-vesting restricted stock units in connection with the transaction. The numbers in the table do not reflect reductions in payments that will result from withholding of shares to satisfy tax withholding obligations.

Name of Executive Officer	Number of Shares Subject to Unvested Restricted Stock Units (#)	Cash Consideration for Shares Subject to Unvested Restricted Stock Units ($)	Class V Common Stock Consideration for Shares Subject to Unvested Restricted Stock Units (#)(1)(2)
Joseph M. Tucci	576,069	13,854,459	64,128
William J. Teuber Jr.	228,128	5,486,478	25,395
David I. Goulden	565,463	13,599,385	69,947
Howard D. Elias	432,159	10,393,424	48,108
Jeremy Burton	453,614	10,909,417	50,496
William F. Scannell	432,159	10,393,424	48,112
Paul T. Dacier	291,421	7,008,675	32,114
Erin McSweeney	142,541	3,428,111	15,868
Paul Maritz	—	—	—
Zane C. Rowe (3)	296,681	7,135,178	33,027
Harry L. You	141,576	3,404,903	15,760
Amit Yoran	207,871	4,999,298	23,140
ML Krakauer	269,624	6,484,457	30,015
Denis G. Cashman	240,658(4)	5,787,825	26,790
Robert C. Mee	—	—	—

(1) Class V Common Stock consideration based on an estimated 2,002,904,273 shares of EMC common stock issued and outstanding, calculated on a fully diluted basis, immediately prior to the completion of the transaction.

(2) Class V Common Stock consideration rounded to the nearest whole share.
(3) Mr. Rowe served as EMC's Chief Financial Officer until March 1, 2016, at which time he became Chief Financial Officer of VMware. During the term of Mr. Rowe's employment with VMware, he will continue to vest in his outstanding EMC time- and performance-vesting restricted stock units. See VMware's current report on Form 8-K, filed January 20, 2016, for a description of the terms of Mr. Rowe's employment with VMware.
(4) The number of shares shown in this column includes 13,060 shares that are subject to unvested restricted stock awards. Upon the completion of the transaction, these vested shares would be converted into the right to receive the merger consideration in the same manner as other outstanding shares of EMC common stock.

Treatment of Stock Options

Executive officers of EMC hold stock options to acquire, on a net-exercise basis, an aggregate of 799,877 shares of EMC common stock. Each outstanding EMC stock option will vest and become fully exercisable prior to the vesting effective time of the merger. Each EMC stock option that remains outstanding immediately prior to the vesting effective time of the merger will be automatically exercised immediately prior to the vesting effective time of the merger on a net exercise basis, such that shares of EMC common stock with a value equal to the aggregate exercise price and applicable tax withholding will reduce the number of shares of EMC common stock otherwise issuable. Each such holder of a net exercised EMC stock option will thereafter be entitled to receive the merger consideration with respect to the whole net number of shares of EMC common stock issued upon such net exercise, together with cash in lieu of any fractional shares of EMC common stock. The following table sets forth the approximate consideration that each executive officer who holds EMC stock options would be entitled to receive in connection with the completion of the transaction in respect of vested and unvested EMC stock options. This information is based on the number of stock options held by the executive officers of EMC as of May 11, 2016 and assumes that none of the executive officers exercise stock options prior to the vesting effective time of the merger. The numbers in the table show the number of shares that may be acquired under the options on a net-exercise basis, but do not reflect reductions in payments that will result from withholding of shares to satisfy tax withholding obligations.

	Number of Shares Subject to:		Cash Consideration for Shares Subject to:		Class V Common Stock Consideration for:	
Name of Executive Officer	Vested Stock Options (#)	Unvested Stock Options (#)	Vested Stock Options ($)	Unvested Stock Options ($)	Vested Stock Options (#)(1)(2)	Unvested Stock Options (#)(1)(2)
Joseph M. Tucci	297,754	2,393	7,160,984	57,552	33,146	266
William J. Teuber Jr.	129,290	1,002	3,109,425	24,098	14,393	112
David I. Goulden	110,109	1,017	2,648,121	24,459	12,257	113
Howard D. Elias	109,708	833	2,638,477	20,034	12,213	93
Jeremy Burton	10,654	664	256,229	15,969	1,186	74
William F. Scannell	20,939	833	503,583	20,034	2,231	93
Paul T. Dacier	75,950	664	1,826,598	15,969	8,455	74
Erin McSweeney	—	—	—	—	—	—
Paul Maritz	—	—	—	—	—	—
Zane C. Rowe	—	—	—	—	—	—
Harry L. You	4,250	508	102,213	12,217	473	57
Amit Yoran	—	—	—	—	—	—
ML Krakauer	710	326	17,076	7,840	79	36
Denis G. Cashman	32,273	—	776,166	—	3,593	—
Robert C. Mee	—	—	—	—	—	—

(1) Class V Common Stock consideration based on an estimated 2,002,904,273 shares of EMC common stock issued and outstanding, calculated on a fully diluted basis, immediately prior to the completion of the transaction.
(2) Class V Common Stock consideration rounded to nearest whole share.

Possible Equity Rollover

Pursuant to the merger agreement, Denali may agree with employees of EMC to exchange EMC equity compensation awards for cash awards and/or equity securities of Denali or an affiliate of Denali. In the event of any such agreement, such exchange would be in lieu of the treatment of such EMC equity compensation awards described above. As of the date hereof, no such agreement has been entered into and there can be no assurance that any such agreement will be entered into.

Change in Control Agreements with Executive Officers

Each executive officer of EMC listed below is a party to a Change in Control Severance Agreement with EMC that provides severance benefits if there is both (i) a change in control (or potential change in control) of EMC and (ii) the executive's employment is terminated by EMC (or any successor) without "cause" or if the executive terminates his or her employment for "good reason," in each case within 24 months following a change in control (or during a potential change in control period). The completion of the transaction will constitute a change in control under these agreements. In the case of a qualifying termination following the completion of the transaction, the officer would receive:

- a lump sum cash severance payment equal to a specified multiple (between 2 and 2.99) times the sum of the executive's annual base salary and target annual bonus;
- a lump sum cash severance payment equal to the executive's prorated annual bonus for the year of termination assuming target performance; and
- the continuation of life, disability, accident and health insurance benefits for the executive and his or her dependents for a period of 24 to 36 months following such termination, reduced to the extent the executive becomes eligible to receive comparable benefits from a new employer or pursuant to a government-sponsored health insurance or health care program.

"Cause" will exist under the agreements upon:

- the willful and continued failure by the executive to perform substantially the duties and responsibilities of his or her position;
- the conviction of the executive for a felony; or
- the willful engagement of the executive in fraud or dishonesty which is demonstrably and materially injurious to EMC or its reputation, monetarily or otherwise.

Under the agreements, "good reason" is generally defined as:

- an adverse change in the executive's role or position;
- a reduction in the executive's base salary;
- the failure by EMC to continue to provide certain compensation and benefits;
- a requirement that the executive's principal place of employment be located greater than 50 miles from where the executive's principal place of employment was located immediately prior to the change in control;
- any unreasonable refusal by EMC to continue to allow the executive to attend to matters or engage in activities not directly related to the business of EMC which, prior to the change in control, the executive was permitted to attend to or engage in;
- any purported termination of the executive's employment which is not effected pursuant to certain notice and procedural requirements; or
- a breach by EMC of its obligations to require a successor to assume and perform EMC's obligations under the agreements.

The agreements provide that any good faith claim by an executive that good reason exists shall be presumed to be correct unless EMC (or a successor) establishes by clear and convincing evidence that good reason does not exist. To claim good reason, the executive must give notice of the good reason event within 90 days after its occurrence and must provide EMC (or a successor) with a 30-day period in which to cure the good reason event. EMC will pay to the executive all legal fees and expenses incurred by the executive in a good faith dispute relating to the termination of employment.

The table below sets forth an estimate of the payments which would be due to the executive officers of EMC in the event of a qualifying termination of such executive's employment within 24 months following the completion of the transaction (or during a specified period prior to the completion of the transaction).

Name of Executive Officer	Cash Severance ($)	Pro-Rated Annual Bonus ($)	Value of Benefit Continuation ($)
Joseph M. Tucci	7,295,600	520,767	39,323
William J. Teuber Jr.	4,335,500	262,192	43,036
David I. Goulden	5,980,000	415,890	54,030
Howard D. Elias	4,784,000	289,315	41,831
Jeremy Burton	4,784,001	289,315	54,030
William F. Scannell	4,335,500	271,233	58,989
Paul T. Dacier	4,186,000	253,151	58,989
Erin McSweeney	1,800,000	153,699	35,891
Zane C. Rowe (1)	—	—	—
Harry L. You	3,588,001	216,986	54,030
Amit Yoran	2,000,000	180,822	39,422
ML Krakauer	3,139,500	189,863	29,243
Denis G. Cashman	1,800,000	162,740	36,020

(1) Mr. Rowe served as EMC's Chief Financial Officer until March 1, 2016, at which time he became Chief Financial Officer of VMware. In connection with Mr. Rowe's new role, he is no longer party to a Change in Control Severance Agreement with EMC. See VMware's current report on Form 8-K, filed January 20, 2016, for a description of the terms of Mr. Rowe's employment with VMware.

For other information with respect to the arrangements between EMC and certain executive officers described in this section, see the information included under "*—Golden Parachute Compensation*" below (which is incorporated into this section by reference).

Treatment of Non-Employee Director Equity Compensation and EMC Common Stock Owned by EMC Non-Employee Directors

In considering the recommendation of the EMC board of directors with respect to the transaction, EMC shareholders should also be aware of the effect of the transaction on the compensation arrangements of the non-employee members of the EMC board of directors (summarized below). All of the equity compensation described below was granted to non-employee members of the EMC board of directors under equity compensation plans approved by the EMC shareholders and consists exclusively of ordinary course compensation paid pursuant to the EMC non-employee director compensation program, most recently described in EMC's proxy statement for the 2016 annual meeting of shareholders. This program was developed in consultation with the independent compensation consultant of the compensation committee of the EMC board of directors with a view toward attracting and retaining qualified directors and following consideration of the board compensation practices of EMC's peer companies. The treatment in the transaction of the non-employee director equity compensation described below is in accordance with the terms of the shareholder approved plans under which the awards were made.

Treatment of Stock Options

Non-employee directors of EMC hold stock options to acquire, on a net–exercise basis, an aggregate of 76,209 shares of EMC common stock. In accordance with the terms of the merger agreement, these stock options will be treated in the transaction in a manner that is identical to the treatment of stock options held by EMC employees generally which is described under the heading "*—Treatment of EMC Equity Awards*" (except that tax withholding will not apply to non-employee director awards). The following table sets forth the approximate consideration that each non-employee director who holds EMC stock options would be entitled to receive in connection with the completion of the transaction in respect of vested and unvested EMC stock options. This information is based on the number of stock options held by the non-employee directors of EMC as of May 11, 2016 and assumes that none of the non-employee directors exercise stock options prior to the completion of the transaction.

Name of Director	Number of Shares Subject to Vested Stock Options (#)	Cash Consideration for Shares Subject to Vested Stock Options ($)	Class V Common Stock Consideration for Vested Stock Options (#)(1)(2)
Michael W. Brown	8,253	198,485	919
Randolph L. Cowen	8,253	198,485	919
James S. DiStasio	2,885	69,384	321
Edmund F. Kelly	11,986	288,263	1,334
Paul Sagan	11,986	288,263	1,334
David N. Strohm (3)	16,423	394,973	1,828
Gail Deegan (4)	16,423	394,973	1,828

(1) Class V Common Stock consideration based on an estimated 2,002,904,273 shares of EMC common stock issued and outstanding, calculated on a fully diluted basis, immediately prior to the completion of the transaction.
(2) Class V Common Stock consideration rounded to nearest whole share.
(3) Mr. Strohm resigned from the EMC board of directors on October 6, 2015.
(4) Ms. Deegan served on the EMC board of directors until April 30, 2015. Ms. Deegan departed the board after not standing for re-election at the 2015 annual meeting of shareholders.

Treatment of EMC Common Stock Owned by EMC Non-Employee Directors

In addition, as a group, the non-employee directors of EMC owned 1,982,178 shares of EMC common stock as of May 11, 2016 (not including unvested equity and equity-based awards discussed above). In the event that the transaction were to be completed, the non-employee directors would receive the same merger consideration per share of EMC common stock (on the same terms and conditions) as the other EMC shareholders. If the non-employee directors of EMC continue to hold all of the shares of EMC common stock beneficially owned by them as of May 11, 2016, upon the completion of the transaction, such non-employee directors would receive an aggregate of $47,671,381 in cash and approximately 220,656 shares of Class V Common Stock in respect of such shares of EMC common stock (based on an estimated 2,002,904,273 shares of EMC common stock issued and outstanding, calculated on a fully diluted basis, immediately prior to the completion of the transaction). Dispositions of shares of EMC common stock by non-employee directors of EMC and vesting or exercise of currently unvested or unexercised equity or equity-based awards, in each case prior to the completion of the transaction, will change the amount of cash and shares of Class V Common Stock such non-employee directors will receive in respect of their shares of the EMC common stock upon the completion of the transaction.

Golden Parachute Compensation

The following table sets forth the information required by Item 402(t) of Regulation S-K regarding the compensation for the named executive officers of EMC based on the transaction, assuming that the transaction

were completed on May 11, 2016 and the named executive officers are terminated without cause on the same day immediately following the completion of the transaction. More detail on these payments and benefits is set forth above under "*—Interests of Certain EMC Directors and Officers*."

Golden Parachute Compensation

Name	Cash ($) (2)	Equity ($) (3)	Pension NQDC ($) (4)	Perquisites/ Benefits ($) (5)	Tax Reimbursements ($) (6)	Other ($)	Total ($)
Joseph M. Tucci	7,816,367	15,959,759	—	39,324	—	—	23,815,450
Zane C. Rowe (1)	—	8,185,429	—	—	—	—	8,185,429
David I. Goulden	6,395,891	15,629,190	—	54,030	—	—	22,079,110
Jeremy Burton	5,073,316	12,533,523	—	54,030	—	—	17,660,870
Howard D. Elias	5,073,315	11,946,250	—	41,831	—	—	17,061,397

(1) Mr. Rowe served as EMC's Chief Financial Officer until March 1, 2016, at which time he became Chief Financial Officer of VMware. Accordingly, Mr. Rowe would not be entitled a severance benefit from EMC.

(2) This amount includes severance which would be payable under the applicable named executive officer's Change in Control Severance Agreement in the event of a qualifying termination of his or her employment immediately following the completion of the transaction, plus pro-rata target bonus for the year of termination, assuming the completion of the transaction and the termination of employment took place on May 11, 2016. EMC's obligation to pay the cash severance payments to the named executive officers is conditioned on the applicable named executive officer executing and not revoking a release of claims in favor of EMC. The following table lists the respective portions of the amount set forth in this column that are attributable to the base salary severance payment, target bonus severance payment and the pro-rata target bonus.

Name	Base Salary ($)	Target Bonus ($)	Pro-Rata Bonus ($)
Joseph M. Tucci	1,000,000	1,440,000	520,767
Zane C. Rowe	—	—	—
David I. Goulden	850,000	1,150,000	415,890
Jeremy Burton	800,000	800,000	289,315
Howard D. Elias	800,000	800,000	289,315

(3) This amount includes the value of unvested EMC restricted stock units held by the named executive officers on May 11, 2016, the vesting of which will be accelerated immediately prior to the completion of the transaction (based on a value per share of $27.59, which represents the average closing price of EMC's shares on the first five business days following the announcement of the transaction), and the aggregate spread value in the unvested options held by the named executive officers on such date (based upon the same per-share value). The cash amounts to be paid to the named executive officers in respect of their EMC restricted stock units and stock options that are vested prior to May 11, 2016 are not required to be included in the above table and are therefore not included. The following table sets forth the values of unvested EMC restricted stock units and the aggregate spread value in the unvested options.

Name	Unvested RSU Value ($)	Unvested Option Value ($)
Joseph M. Tucci	15,893,744	66,016
Zane C. Rowe	8,185,429	—
David I. Goulden	15,601,124	28,066
Jeremy Burton	12,515,210	18,313
Howard D. Elias	11,923,267	22,983

(4) None of the named executive officers will be entitled to additional pension or non-qualified deferred compensation payments or benefits in connection with the transaction or a termination of employment in connection therewith.

(5) This amount solely represents an estimate of the value of continued life, disability, accident and health coverage for the named executive officer under such named executive officer's Change in Control Severance Agreement and no other amounts as set forth in the following table.

Name	Medical ($)	Dental ($)	Vision ($)	Life ($)	AD&D ($)	STD ($)	LTD ($)	Total ($)
Joseph M. Tucci	34,477	2,297	386	495	45	546	1,078	39,324
Zane C. Rowe	—	—	—	—	—	—	—	—
David I. Goulden	46,691	4,595	580	495	45	546	1,078	54,030
Jeremy Burton	46,691	4,595	580	495	45	546	1,078	54,030
Howard D. Elias	34,492	4,595	580	495	45	546	1,078	41,831

(6) None of the named executive officers is entitled to a tax reimbursement or gross-up in respect of the payments described in the table.

The tabular disclosure set forth above assumes that each of the listed named executive officers (1) is terminated without cause immediately following the completion of the transaction under circumstances that entitle such individual to severance payments and benefits under the applicable named executive officer's Change in Control Severance Agreement and (2) becomes entitled to payment in respect of unvested restricted shares of EMC common stock (and restricted stock units with respect to shares of EMC common stock) based on the per share merger consideration being paid to EMC shareholders in connection with the transaction.

Indemnification; Directors' and Officers' Insurance

Under the merger agreement, Denali is required to cause the surviving corporation in the merger (or its applicable subsidiary) to provide indemnification and exculpation from liabilities (including advancement of expenses) in favor of current or former directors and officers of EMC as provided in the EMC articles, the EMC bylaws, the organizational documents of EMC's subsidiaries and any indemnification agreement entered into between EMC or one of its subsidiaries and such person. The merger agreement also contains certain obligations related to the maintenance of directors' and officers' liability insurance and fiduciary liability insurance with respect to acts or omissions occurring at or prior to the effective time of the merger for each person currently covered under EMC's and its subsidiaries' existing policies. For a more complete description, see "*The Merger Agreement—Indemnification and Insurance*."

Material Contracts between Denali and EMC

Dell has entered into various commercial agreements with EMC from time to time in the ordinary course of business, including those discussed below. Dell currently purchases EMC products for its internal use. Approximately $18 million, $24 million and $101 million in aggregate purchases were made by Dell from EMC pursuant this arrangement in Dell's fiscal 2016, fiscal 2015 and fiscal 2014, respectively. Dell also has entered into various commercial agreements with VMware from time to time in the ordinary course of business. Dell currently purchases VMware products, both as an OEM for incorporation into or bundling with Dell products and as a reseller of VMware-branded products directly to Dell customers. Approximately $53 million, $59 million and $65 million in aggregate OEM purchases, and approximately $297 million, $355 million and $434 million in aggregate purchases of products for resale, were made by Dell from VMware in Dell's fiscal 2016, fiscal 2015 and fiscal 2014, respectively. Dell also purchased an aggregate of $59 million, $61 million and $71 million in VMware products for internal use in its fiscal 2016, fiscal 2015 and fiscal 2014, respectively.

Regulatory Approvals Required for the Merger

General

Under the merger agreement, unless waived by the parties (subject to applicable law), the merger may not be completed until (1) the parties have filed a Notification and Report Form for Certain Mergers and Acquisitions with the FTC and the Antitrust Division of the DOJ under the HSR Act and the applicable waiting

period has expired or been terminated; and (2) the approval or clearance of the merger has been granted by relevant antitrust authorities in Australia, Brazil, Canada, China, the European Union, India, Israel, Japan, Mexico, Russia, South Africa, South Korea, Switzerland, Taiwan and Turkey. The parties have agreed to use their reasonable best efforts to comply with all regulatory notification requirements and obtain all regulatory approvals required to complete the merger and the other transactions contemplated by the merger agreement as promptly as practicable, including using reasonable best efforts to (1) resolve any objections under any antitrust law and (2) defend any lawsuits or other legal proceedings challenging the completion of the merger. As of June 2, 2016 the waiting period under the HSR Act had expired, and approval or clearance of the merger had been granted in the European Union, Australia, Brazil, Canada, India, Israel, Japan, Mexico, Russia, South Africa, South Korea, Switzerland, Taiwan and Turkey.

If the merger is not completed by December 16, 2016 or if a governmental authority in the U.S. or a jurisdiction in which Denali, EMC or any of their respective subsidiaries has material operations has adopted any law or regulation prohibiting or rendering the completion of the merger permanently illegal or has issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the merger, and such order, decree or ruling has become final and nonappealable, either party has the right to terminate the merger agreement as described under "*The Merger Agreement—Termination*."

HSR Act and U.S. Antitrust Matters

Under the HSR Act and the rules promulgated thereunder, the merger cannot be completed until both parties have filed a Notification and Report Form for Certain Mergers and Acquisitions with the FTC and the Antitrust Division of the DOJ under the HSR Act and the applicable waiting period has expired or been terminated. A transaction notifiable under the HSR Act may not be completed until the expiration of a 30 calendar day waiting period following the parties' filing of their respective HSR Act notification forms or the early termination of that waiting period. At any time before or after the completion of the merger, notwithstanding the termination of the waiting period under the HSR Act, the FTC or the Antitrust Division of the DOJ could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the completion of the merger, seeking divestiture of substantial assets of the parties or requiring the parties to license, or hold separate, assets or terminate existing relationships and contractual rights. At any time before or after the completion of the merger, and notwithstanding the termination of the waiting period under the HSR Act, any state could take such action under the antitrust laws as it deems necessary or desirable in the public interest. Such action could include seeking to enjoin the completion of the merger or seeking divestiture of substantial assets of the parties. Private parties may also seek to take legal action under the antitrust laws under certain circumstances.

The parties filed their required Notification and Report Forms for Certain Mergers and Acquisitions with the FTC and DOJ on January 22, 2016. The waiting period under the HSR Act therefore expired at 11:59 p.m. on February 22, 2016.

Foreign Competition Laws

The merger is also conditioned on the filing of a notification with the European Commission under Council Regulation (EC) No 139/2004 and clearance under the antitrust and competition laws of the European Union unless waived by the parties (subject to applicable law). The parties formally filed such a notification with the European Commission on January 25, 2016. The European Commission cleared the merger on February 29, 2016.

The completion of the merger is also subject to applicable clearances and/or expiration of waiting periods under the antitrust and competition laws of Australia, Brazil, Canada, China, India, Israel, Japan, Mexico, Russia, South Africa, South Korea, Switzerland, Taiwan and Turkey unless waived by the parties (subject to applicable law). The parties filed the required notification with the antitrust authorities in India on November 9, 2015 and then, at the request of the Competition Commission of India, filed a revised notification on January 21, 2016. As

of June 2, 2016, the parties have also filed notifications with the antitrust authorities in Australia on January 8, 2016, in Brazil on February 15, 2016, in Canada on January 27, 2016 (for Denali) and January 29, 2016 (for EMC), in China on February 22, 2016 (formal acceptance date), in Israel on February 14, 2016, in Japan on February 12, 2016, in Mexico on January 8, 2016, in Russia on February 11, 2016, in South Africa on December 23, 2015, in South Korea on January 4, 2016, in Switzerland on February 9, 2016, in Taiwan on January 15, 2016 and in Turkey on January 29, 2016.

Material U.S. Federal Income Tax Consequences of the Merger to U.S. Holders

THE FOLLOWING DISCUSSION DOES NOT PURPORT TO BE A COMPLETE ANALYSIS OR DISCUSSION OF ALL OF THE POTENTIAL TAX CONSEQUENCES OF THE MERGER. PLEASE CONSULT YOUR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES TO YOU OF THE MERGER, INCLUDING TAX RETURN REPORTING REQUIREMENTS AND THE APPLICABILITY AND EFFECT OF U.S. FEDERAL, STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX LAWS IN LIGHT OF YOUR PARTICULAR CIRCUMSTANCES.

For purposes of this discussion, a U.S. holder is a beneficial owner of EMC common stock that for U.S. federal income tax purposes is:

- a citizen or individual resident of the United States;
- a corporation, or an entity treated as a corporation, created or organized in or under the laws of the United States or any State or the District of Columbia;
- a trust that (1) is subject to (i) the primary supervision of a court within the United States and (ii) the authority of one or more United States persons to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. federal income tax regulations to be treated as a United States person; or
- an estate that is subject to U.S. federal income tax on its income regardless of its source.

If a partnership (including for this purpose any entity or other arrangement treated as a partnership for U.S. federal income tax purposes) holds EMC common stock, the tax treatment of a partner generally will depend on the status of the partner and the activities of the partnership. If you are, for U.S. federal income tax purposes, treated as a partner of a partnership holding EMC common stock, you should consult your tax advisor.

This discussion addresses only those EMC shareholders that hold their EMC common stock as a capital asset within the meaning of Section 1221 of the Internal Revenue Code (generally, assets held for investment), and does not address all the U.S. federal income tax consequences that may be relevant to particular EMC shareholders in light of their individual circumstances or to EMC shareholders that are subject to special rules, including:

- financial institutions;
- investors in pass-through entities;
- insurance companies;
- tax-exempt organizations;
- dealers in securities;
- traders in securities that elect to use a mark to market method of accounting;
- persons that hold EMC common stock as part of a straddle, hedge, constructive sale or conversion transaction;
- certain expatriates or persons that have a functional currency other than the U.S. dollar;

- persons who received our common stock from the exercise of employee stock options or otherwise as compensation;
- persons that own, directly, indirectly or constructively, common stock (other than Class V Common Stock) of Denali;
- persons that are not U.S. holders; and
- shareholders that acquired their shares of EMC common stock through the exercise of an employee stock option or otherwise as compensation or through a tax-qualified retirement plan.

In addition, the discussion does not address any alternative minimum tax or any state, local or foreign tax consequences of the merger, nor does it address any tax consequences arising under the unearned income Medicare contribution tax pursuant to the Health Care and Education Reconciliation Act of 2010.

The following discussion is based on the Internal Revenue Code, its legislative history, existing and proposed regulations thereunder and published rulings and decisions, all as of the date hereof, and all of which are subject to change, possibly with retroactive effect. Any such change could affect the continuing validity of this discussion.

U.S. Federal Income Tax Treatment of the Merger Generally

Subject to the limitations, assumptions and qualifications described herein, the merger, taken together with related transactions, should qualify as an exchange described in Section 351 of the Internal Revenue Code and the Class V Common Stock received by EMC shareholders in exchange for their shares of EMC common stock should be treated as common stock of Denali. The obligation of EMC to complete the merger is conditioned upon the receipt by EMC of an opinion from Skadden, Arps, Slate, Meagher & Flom LLP, counsel to EMC, to the effect that (1) the merger, taken together with related transactions, should qualify as an exchange described in Section 351 of the Internal Revenue Code and (2) for U.S. federal income tax purposes, the Class V Common Stock should be considered common stock of Denali. The obligation of Denali to complete the merger is conditioned upon the receipt by Denali of an opinion from Simpson Thacher & Bartlett LLP, counsel to Denali, to the effect that (1) the merger, taken together with related transactions, should qualify as an exchange described in Section 351 of the Internal Revenue Code and (2) for U.S. federal income tax purposes, the Class V Common Stock should be considered common stock of Denali. In rendering these opinions, counsel may require and rely upon representations, warranties and covenants provided by EMC, Denali and other relevant parties and certain assumptions. In addition, the opinions will be subject to certain qualifications and limitations as set forth in the opinions. If any of the assumptions, representations, warranties or covenants upon which those opinions are based is inconsistent with the actual facts, the tax opinions could be invalid. Neither Denali nor EMC currently intends to waive the opinion condition to its obligation to complete the merger. If either Denali or EMC waives the opinion condition after the registration statement of which this proxy statement/prospectus forms a part is declared effective by the SEC, and if the tax consequences of the merger to EMC shareholders have materially changed, Denali and EMC will recirculate appropriate soliciting materials to resolicit the votes of EMC shareholders.

The tax opinions delivered by the respective counsels to EMC and Denali are expected to conclude that Class V Common Stock should be treated as common stock of Denali and certain other conclusions contained in such opinions will be based on the view that Class V Common Stock should be so treated. There are, however, no Internal Revenue Code provisions, U.S. federal income tax regulations, court decisions or published IRS rulings directly addressing the characterization of stock with characteristics similar to the Class V Common Stock. In the past, the IRS and prior presidential administrations have announced that they are studying the appropriate treatment of stock similar to the Class V Common Stock or have proposed changing the tax treatment of such stock. In addition, the IRS has announced that it will not issue advance rulings on the characterization of an instrument with characteristics similar to those of Class V Common Stock. Although counsels for EMC and Denali intend to deliver opinions that the Class V Common Stock should be treated as common stock of Denali,

in the absence of authorities directly on point or an advance ruling from the IRS, this issue is not free from doubt and there is a risk that the IRS could assert that the Class V Common Stock is property other than stock of Denali. If the IRS were to be successful in any such contention, then adverse tax consequences could result to holders of EMC common stock, EMC and Denali as described below under "*—U.S. Federal Income Tax Consequences of Alternative Treatment of the Merger or the Class V Common Stock.*"

The tax opinions of counsel will not be binding on the IRS or the courts. EMC and Denali have not requested and do not intend to request any ruling from the IRS as to the U.S. federal income tax consequences of the merger. Consequently, no assurance can be given that the IRS will not assert, or that a court would not sustain, a position contrary to any of the tax consequences set forth herein or in such tax opinions. Accordingly, each EMC shareholder should consult its tax advisor with respect to the particular tax consequences of the merger to such shareholder, including the consequences if the IRS were to successfully challenge the treatment of the merger as an exchange described in Section 351 of the Internal Revenue Code or the treatment of the Class V Common Stock as common stock of Denali.

U.S. Federal Income Tax Consequences of the Merger to U.S. Holders of EMC Common Stock

It is anticipated that the merger should generally be treated as an exchange by EMC shareholders of shares of EMC common stock for common stock of Denali and cash in a transaction described in Section 351 of the Internal Revenue Code (except to the extent treated as a redemption, as described below).

To the extent treated as such an exchange and subject to the discussions below relating to the (1) cash provided by EMC and (2) receipt of cash in lieu of fractional shares, a U.S. holder that exchanges EMC common stock for shares of Class V Common Stock and cash in such exchange:

- should recognize capital gain (but not loss) equal to the lesser of (1) the excess, if any, of the amount of cash (other than cash received instead of a fractional share of Class V Common Stock) plus the fair market value of any Class V Common Stock received in the exchange over the U.S. holder's tax basis in the shares of EMC common stock surrendered in exchange therefor and (2) the amount of cash received by the U.S. holder in the exchange (other than cash instead of a fractional share of Class V Common Stock);
- should have a tax basis in the Class V Common Stock received equal to the tax basis of the EMC common stock surrendered in exchange therefor, increased by the amount of taxable gain, if any, recognized by the U.S. holder in the exchange (other than with respect to cash received instead of a fractional share of Class V Common Stock), and decreased by the amount of cash received by the U.S. holder in the exchange (other than cash received instead of a fractional share of Class V Common Stock); and
- should have a holding period for the shares of Class V Common Stock received in the exchange that includes its holding period for its shares of EMC common stock surrendered in exchange therefor.

However, to the extent any portion of the cash received in exchange for EMC common stock is considered to be provided by EMC, such cash should be treated as received in a redemption of EMC common stock by EMC and, in such case, a U.S. holder would generally recognize capital gain or loss equal to the difference between the amount of cash received in such redemption and such holder's tax basis in the portion of such holder's EMC common stock redeemed in such redemption.

Any capital gain or loss recognized by a U.S. holder pursuant to the merger will generally be long-term capital gain or loss if the holding period for such shares of EMC common stock is more than one year. Long-term capital gain of certain non-corporate taxpayers, including individuals, is generally subject to tax at preferential rates. The deductibility of capital losses is subject to limitations.

In the case of any U.S. holder that acquired different blocks of EMC common stock at different times and at different prices, any realized gain or loss will be determined separately for each identifiable block of shares exchanged in the merger.

Cash in Lieu of Fractional Shares

The tax treatment of cash received in lieu of a fractional share pursuant to the merger is not entirely certain. It is possible that a holder of EMC common stock that receives cash instead of a fractional share of Class V Common Stock may be treated as having received the fractional share pursuant to the merger and then as having sold that fractional share of Class V Common Stock for cash. In such case, a holder of EMC common stock would generally recognize gain or loss equal to the difference between the amount of cash received for such fractional share and the portion of the U.S. holder's tax basis in the shares of EMC common stock allocable to the fractional share. Any such gain or loss will generally be capital gain or loss, and will be long-term capital gain or loss if, as of the effective date of the mergers, the holding period for such shares is greater than one year. The deductibility of capital losses is subject to limitations.

It is, however, possible that the receipt of cash in lieu of a fractional share of Class V Common Stock may be treated as the receipt of cash in exchange for EMC common stock in connection with the merger, which would be treated as described above under "*—U.S. Federal Income Tax Consequences of the Merger to U.S. Holders of EMC Common Stock*" (without regard to any exception for cash in lieu of fractional shares).

Backup Withholding and Information Reporting

Payments of cash to a holder of EMC common stock as part of the merger may, under certain circumstances, be subject to information reporting and backup withholding, unless the holder provides proof of an applicable exemption satisfactory to Denali, the exchange agent or the applicable withholding agent or furnishes its taxpayer identification number, and otherwise complies with all applicable requirements of the backup withholding rules. Any amounts withheld from payments to a holder under the backup withholding rules are not additional tax and will be allowed as a refund or credit against the holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS. The information reporting requirements may apply regardless of whether backup withholding is required.

U.S. Federal Income Tax Consequences of Alternative Treatment of the Merger or the Class V Common Stock

As discussed above, the Class V Common Stock received by EMC shareholders in exchange for their shares of EMC common stock pursuant to the merger should be treated as common stock of Denali. Each of EMC's and Denali's obligation to complete the merger is conditioned upon the receipt of opinions from their respective counsel as to this treatment. However, as discussed above, there are no Internal Revenue Code provisions, U.S. federal income tax regulations, court decisions or published IRS rulings directly addressing the characterization of stock with characteristics similar to the Class V Common Stock, and the IRS could take a different view. If the IRS were to be successful in any such contention, the U.S. federal income tax treatment of the Class V Common Stock would be uncertain. It is possible that the IRS could assert that the Class V Common Stock is property other than common stock of Denali. Accordingly, EMC shareholders are urged to consult their tax advisors regarding the U.S. federal income tax consequences of holding the Class V Common Stock.

If for any reason the Class V Common Stock were to fail to be treated as common stock of Denali, then:

- each EMC shareholder would recognize gain or loss with respect to such shareholder's shares of EMC common stock equal to the difference between (1) the sum of the fair market value of the Class V Common Stock and cash received pursuant to the merger and (2) the shareholder's basis in the EMC common stock exchanged, and the foregoing would also result if the merger were to fail to qualify as an exchange described in Section 351 of the Internal Revenue Code for any other reason;

- EMC may be required to recognize gain for U.S. federal income tax purposes in an amount equal to the excess of the fair market value of the VMware common stock that are tracked by the Class V Common Stock over EMC's basis in such VMware common stock, which liability would be allocated to the Class V Group pursuant to the Denali Tracking Stock Policy if such tax liability is imposed as a result of a change in tax law under certain circumstances, and would be allocated to the DHI Group in all other circumstances; and
- Denali may no longer be able to file consolidated U.S. federal income tax returns that include VMware, which could require Denali to file amended tax returns and pay additional taxes.

The preceding discussion is not a complete analysis or discussion of all potential tax effects that may be important to you. Thus, you are strongly encouraged to consult your tax advisor as to the specific tax consequences resulting from the merger, including tax return reporting requirements, the applicability and effect of federal, state, local, and other tax laws and the effect of any proposed changes in the tax laws.

Accounting Treatment

The merger will be accounted for using the purchase method of accounting under GAAP. Under this method of accounting, Denali will record the assets acquired and liabilities assumed of EMC as of the effective time of the merger at their fair market values. Any difference between the purchase price and the fair market value of the net tangible and identifiable intangible assets and liabilities is recorded as goodwill which will not be amortized for financial accounting purposes, but will be evaluated annually for impairment. Financial statements of Denali issued after the merger will reflect such values and will not be restated retroactively to reflect the historical financial position or results of operations of EMC.

Exchange of Shares in the Merger

Denali will appoint an exchange agent to process the payment of the merger consideration, including the exchange of EMC common stock for Class V Common Stock. At or prior to the effective time of the merger, Denali will deposit, or cause to be deposited, with the exchange agent, for the benefit of the holders of shares of EMC common stock, the merger consideration, consisting of an aggregate number of shares of Class V Common Stock to be issued in uncertificated form or book-entry form and an aggregate amount of cash, required to be delivered in respect of shares of EMC common stock. Each share of EMC common stock (other than shares owned by Denali, Merger Sub, EMC or any of its wholly owned subsidiaries, and other than shares with respect to which EMC shareholders are entitled to and properly exercise appraisal rights) automatically will be converted into the right to receive the merger consideration without the need for any action by the holders of such stock.

As promptly as reasonably practicable after the effective time of the merger, Denali will cause the exchange agent to mail to each holder of record of EMC common stock a letter of transmittal specifying that delivery will be effected and risk of loss and title to any certificates representing shares of EMC common stock shall pass only upon delivery of such certificates to the exchange agent. The letter will also include instructions explaining the procedure for surrendering EMC stock certificates, if any, in exchange for the merger consideration.

EMC shareholders will not receive any fractional shares of Class V Common Stock in the merger. Instead, each EMC shareholder will be entitled to receive a cash payment in lieu of any fractional shares of Class V Common Stock it otherwise would have received pursuant to the merger equal to the product obtained by multiplying (1) the fractional share interest to which such holder would otherwise be entitled (after taking into account all shares of EMC common stock exchanged by such holder) by (2) the average closing price of a share of VMware Class A Common Stock over the 10-trading day period prior to the effective time of the merger.

After the effective time of the merger, shares of EMC common stock will no longer be outstanding, will automatically be canceled and will cease to exist, and certificates that previously represented shares of EMC common stock will represent only the right to receive the merger consideration as described above. Until holders

of EMC common stock have surrendered their shares to the exchange agent for exchange, those holders will not receive dividends or distributions declared or made with respect to shares of Class V Common Stock with a record date after the effective time of the merger. However, upon the surrender of their shares of EMC common stock, such holders will receive the amount of dividends or other distributions with respect to shares of Class V Common Stock theretofore paid with a record date after the effective time of the merger.

Denali and the exchange agent are entitled to deduct and withhold any applicable taxes from any merger consideration that would otherwise be payable.

After the effective time of the merger, EMC will not register any transfers of the shares of EMC common stock.

Treatment of EMC Equity Awards

The merger agreement provides that each currently outstanding EMC stock option will vest and become fully exercisable prior to the vesting effective time of the merger. Each EMC stock option that remains outstanding immediately prior to the vesting effective time of the merger will be automatically exercised immediately prior to the vesting effective time of the merger on a net exercise basis, such that shares of EMC common stock with a value equal to the aggregate exercise price and applicable tax withholding will reduce the number of shares of EMC common stock otherwise issuable. Each such holder of a net exercised EMC stock option will thereafter be entitled to receive the merger consideration with respect to the whole net number of shares of EMC common stock issued upon such net exercise, together with cash in lieu of any fractional shares of EMC common stock. The merger agreement also provides that immediately prior to the vesting effective time of the merger each currently outstanding EMC restricted stock unit and share of EMC restricted stock will fully vest (with performance vesting units vesting at the target level of performance) and the holder will become entitled to receive the merger consideration with respect to the whole net number of shares of EMC common stock subject to the award (which shall be calculated net of the number of shares withheld in respect of taxes upon the vesting of the award), together with cash in lieu of any fractional shares of EMC common stock. The merger agreement provides that Denali may agree with individual award recipients to different treatment with respect to equity awards made prior to the execution of the merger agreement. No such agreements were in effect as of the date of this proxy statement/prospectus.

Dividends and Share Repurchases

EMC currently pays a quarterly cash dividend of $0.115 per share of EMC common stock. EMC intends to continue its current dividend practices through the completion of the merger. Under the terms of the merger agreement, during the period before the completion of the merger, EMC will not, and will not permit any EMC subsidiary, to declare, set aside or pay any dividend on, or make any other distributions (whether in cash, stock or property or any combination thereof) in respect of, any of its capital stock, other equity interests or voting securities, other than (1) EMC's regular quarterly cash dividends of $0.115 per share payable in respect of shares of EMC common stock with declaration, record and payment dates consistent with past practice and in accordance with EMC's current dividend policy and (2) dividends and distributions by a direct or indirect wholly owned subsidiary of EMC to EMC. EMC has currently suspended share repurchases.

Listing of Shares of Class V Common Stock and Delisting and Deregistration of EMC Common Stock

Under the terms of the merger agreement, Denali is required to use its reasonable best efforts to cause the shares of Class V Common Stock to be issued in the merger to be approved for listing on the NYSE or Nasdaq, subject to official notice of issuance, prior to the closing of the merger. It is a condition to EMC's obligations to complete the merger that such approval is obtained, subject to official notice of issuance. Accordingly, application will be made to have the shares of Class V Common Stock to be issued in the merger approved for listing on the NYSE under the symbol "DVMT."

If the merger is completed, there will no longer be any publicly held shares of EMC common stock. Accordingly, EMC common stock will no longer be listed on the NYSE and will be deregistered under the Exchange Act.

On April 27, 2016, new listing standards proposed by the NYSE for Equity Investment Tracking Stock were published for public comment and approval by the SEC, and were amended in a filing by the NYSE with the SEC on May 17, 2016. The proposed new listing standards would allow for the listing of the Class V Common Stock. Although Denali expects that such listing standards will be adopted in their proposed form, no assurance can be given in that regard. If the shares of Class V Common Stock issuable to EMC shareholders have not been approved for listing on the NYSE, subject to official notice of issuance, a condition to EMC's obligation to complete the merger will not have been satisfied.

If adopted in the form currently proposed, the new listing standards published by the NYSE would provide that the Class V Common Stock could be delisted from the NYSE if:

- the Class A common stock of VMware ceases to be listed on the NYSE;
- Denali ceases to own, directly or indirectly, at least 50% of either the economic interest or the voting power of all of the outstanding classes of common equity of VMware; or
- the Class V Common Stock ceases to track the performance of the Class A common stock of VMware.

If any of the foregoing conditions were no longer met at any time, the NYSE would determine whether the Class V Common Stock could meet any other applicable initial listing standard in place at that time. If the Class V Common Stock did not qualify for initial listing at that time under another applicable listing standard, the NYSE would commence delisting proceedings. Furthermore, if trading in the Class A common stock of VMware were suspended or delisting proceedings were commenced with respect to such security, trading in the Class V Common Stock would be suspended or delisting proceedings would be commenced with respect to the Class V Common Stock at the same time. Any delisting of the Class V Common Stock would materially adversely affect the liquidity and value of the Class V Common Stock.

Company Headquarters

Following the completion of the merger, Dell's headquarters will remain in Round Rock, Texas, and the headquarters of the combined enterprise systems business of Dell and EMC will be located in Hopkinton, Massachusetts.

Litigation Relating to the Merger

Various combinations of EMC, its current and former directors, VMware, certain of VMware's directors, Denali, Dell, and Merger Sub, among others, have been named as defendants in a number of putative class-action lawsuits brought by purported EMC and VMware shareholders challenging the merger, some of which have been dismissed. The suits are captioned as follows:

	Case	*Court*	*Filing Date*
1.	IBEW Local No. 129 Benefit Fund v. Tucci, Civ. No. 1584-3130-BLS1	Mass. Superior Court, Suffolk County	10/15/2015
2.	Barrett v. Tucci, Civ. No. 15-6023-A	Mass. Superior Court, Middlesex County	10/16/2015
3.	Graulich v. Tucci, Civ. No. 1584-3169-BLS1	Mass. Superior Court, Suffolk County	10/19/2015
4.	Vassallo v. EMC Corp., Civ. No. 1584-3173-BLS1	Mass. Superior Court, Suffolk County	10/19/2015
5.	City of Miami Police Relief & Pension Fund v. Tucci, Civ. No. 1584-3174-BLS1	Mass. Superior Court, Suffolk County	10/19/2015
6.	Lasker v. EMC Corp., Civ. No. 1584-3214-BLS1	Mass. Superior Court, Suffolk County	10/23/2015
7.	Walsh v. EMC Corp., Civ. No. 15-13654	U.S. District Court, District of Massachusetts	10/27/2015
8.	Local Union No. 373 U.A. Pension Plan v. EMC Corp., Civ. No. 1584-3253-BLS1	Mass. Superior Court, Suffolk County	10/28/2015
9.	City of Lakeland Emps.' Pension & Ret. Fund v. Tucci, Civ. No. 1584-3269-BLS1	Mass. Superior Court, Suffolk County	10/28/2015
10.	Ma v. Tucci, Civ. No. 1584-3281-BLS1	Mass. Superior Court, Suffolk County	10/29/2015
11.	Stull v. EMC Corp., Civ. No. 15-13692	U.S. District Court, District of Massachusetts	10/30/2015
12.	Jacobs v. EMC Corp., Civ. No. 15-6318-H	Mass. Superior Court, Middlesex County	11/12/2015
13.	Ford v. VMware, Inc., C.A. No. 11714-VCL	Delaware Chancery Court	11/17/2015
14.	Pancake v. EMC Corp., Civ. No. 16-10040	U.S. District Court, District of Massachusetts	1/11/2016
15.	Booth Family Trust v. EMC Corp. Civ. No. 16-10114	U.S. District Court, District of Massachusetts	1/26/2016

The fifteen lawsuits seek, among other things, injunctive relief enjoining the merger, rescission of the merger if consummated, an award of fees and costs, and/or an award of damages.

The complaints in the first nine lawsuits filed in the Massachusetts Superior Court (the IBEW, Barrett, Graulich, Vassallo, City of Miami Police Relief & Pension Fund, Lasker, Local Union No. 373 U.A. Pension Plan, City of Lakeland Emps.' Pension & Ret. Fund, and Ma actions) generally allege that the directors of EMC breached their fiduciary duties to EMC shareholders in connection with the merger by, among other things, failing to maximize shareholder value and agreeing to provisions in the merger agreement that favor Dell and discourage competing bids. The complaints generally further allege that there were various conflicts of interest in the proposed transaction. Several of the complaints also allege that various combinations of defendants aided and abetted these alleged breaches of fiduciary duties.

On October 27, 2015, EMC and its directors served a motion to dismiss the amended complaint in the first-filed case in the Massachusetts Superior Court, the IBEW action, on the grounds that the amended complaint asserts claims that are derivative and subject to the demand requirement set forth in M.G.L. c. 156D § 7.42, with which the plaintiff failed to comply.

On November 5, 2015, the Business Litigation Session of the Massachusetts Superior Court granted EMC and its directors' motion for consolidation of the IBEW action with eight other actions then pending in the Massachusetts Superior Court (the Barrett, Graulich, Vassallo, City of Miami Police Relief & Pension Fund, Lasker, Local Union No. 373 U.A. Pension Plan, City of Lakeland Emps.' Pension & Ret. Fund, and Ma actions).

On December 7, 2015, the Business Litigation Session of the Massachusetts Superior Court granted EMC and its directors' motion to dismiss the IBEW action and the eight other consolidated actions (the Barrett, Graulich, Vassallo, City of Miami Police Relief & Pension Fund, Lasker, Local Union No. 373 U.A. Pension Plan, City of Lakeland Emps.' Pension & Ret. Fund, and Ma actions).

On December 24, 2015, the Business Litigation Session of the Massachusetts Superior Court entered judgments dismissing each of the consolidated actions. On January 21, 2016, three plaintiffs filed a notice appealing the judgment of dismissal. On April 29, 2016, the appeal was docketed in the Massachusetts Appeals Court as case number 2016-P-0595. On May 2, 2016, the appellants filed an application for direct appellate review in the Massachusetts Supreme Judicial Court as Direct Appellate Review No. DAR-24347. The appellees filed oppositions to that application on May 11 and 12, 2016.

The originally filed complaints in the seventh and eleventh lawsuits listed above (Walsh and Stull) generally allege that the directors of EMC breached their fiduciary duties to EMC shareholders in connection with the merger by, among other things, failing to maximize shareholder value and agreeing to provisions in the merger agreement that favor Dell and discourage competing bids. The complaints generally further allege that there were various conflicts of interest in the proposed transaction and that various combinations of defendants aided and abetted these alleged breaches of fiduciary duties.

On November 5, 2015, EMC and its directors filed motions to stay or dismiss the Walsh and Stull actions on the grounds that (1) staying or dismissing these cases, which were filed after several of the actions filed in the Massachusetts Superior Court, would be appropriate under the doctrine set forth in Colorado River Water Conservation District v. United States, 424 U.S. 800 (1976); and (2) the plaintiffs in each case had failed to plead facts sufficient to show that the matter in controversy exceeds $75,000, as required for the federal court to have subject matter jurisdiction under 28 U.S.C. § 1332(a).

On January 11, 2016, the plaintiffs in the Walsh and Stull actions opposed the motions to stay or dismiss and filed amended class action complaints asserting claims against EMC and its current and former directors, generally alleging that the preliminary proxy statement omits and/or misrepresents material information and that such failure to disclose constitutes violations of Section 14(a) of, and Rule 14a-9 under, the Exchange Act. The amended complaints also allege that various combinations of defendants are liable for violations of Section 20(a) of the 1934 Act. The amended complaints did not include the claims included in the original complaint for alleged breaches of fiduciary duty. On February 4, 2016, EMC and its directors withdrew their motions to stay or dismiss the Walsh and Stull actions, without prejudice to or waiver of the arguments asserted, in light of the amended complaints. The parties have agreed that defendants will move, answer, or otherwise respond to the amended complaints by June 6, 2016.

The originally filed complaints in the twelfth and thirteenth lawsuits listed above (Jacobs and Ford) generally allege that EMC, in its capacity as the majority shareholder of VMware, and individual defendants who are directors of EMC, VMware, or both, breached their fiduciary duties to minority shareholders of VMware in connection with the merger by, among other things, entering into and/or approving a merger that favors the interests of EMC and Dell at the expense of the minority shareholders. The Ford complaint further alleges that various combinations of defendants aided and abetted these alleged breaches of fiduciary duties.

On December 8, 2015, certain VMware directors named as defendants in the Ford action and EMC filed a motion in the Delaware Court of Chancery to dismiss the Ford action, including on the grounds that the complaint in that action failed to state a claim upon which relief can be granted, and for failure to make a requisite demand.

On February 12, 2016, with leave from the court, the plaintiff in the Ford action filed an amended complaint. In the amended complaint, plaintiff generally alleges that, in connection with the proposed transaction, VMware's directors and EMC breached their fiduciary duties owed to VMware stockholders. Additionally, plaintiff alleges that, having entered into the proposed transaction, Dell and Denali, as now VMware's de facto controlling stockholders, breached (or in the alternative aided and abetted breaches of) fiduciary duties of loyalty and care owed to VMware stockholders. Plaintiff also alleges that Merger Sub aided and abetted the alleged breaches of fiduciary duties.

Various combinations of defendants filed motions to dismiss the amended complaint in the Ford action on February 26 and 29, 2016, including on the grounds that the complaint in that action failed to state a claim upon which relief can be granted, and for failure to make a requisite demand. In orders dated March 16, 2016, and April 18, 2016, the court dismissed a total of three former directors of VMware from the Ford action without prejudice pursuant to stipulations. On April 19, 2016, certain of the defendants filed briefs in support of the previously filed motions to dismiss in the Ford action.

On December 10, 2015, the defendants in the Jacobs action served a motion pursuant to M.G.L. c. 223A § 5 to dismiss the complaint in the Jacobs action (or, alternatively, to stay the proceedings in that action) on the ground that it is in the interest of justice that that action should be heard in a Delaware forum.

On January 22, 2016, the plaintiff in the Jacobs action filed and served a first amended complaint generally alleging that EMC and certain of its directors breached their fiduciary duties owed to shareholders. The amended complaint also alleges that various defendants aided and abetted these alleged breaches of fiduciary duties. On February 5, 2016, in light of the filing of the first amended complaint, the defendants in the Jacobs action withdrew without prejudice their pending motion to dismiss or stay.

On March 7, 2016, various combinations of defendants served motions to dismiss the complaint in the Jacobs action (or, alternatively, to stay the proceedings in that action), including on the grounds that it is in the interest of justice that that action should be heard in a Delaware forum, for failure to state a claim upon which relief can be granted, and for failure to make a requisite demand. On the same day, certain VMware directors named as defendants in the Jacobs action and EMC served a motion to stay discovery pending resolution of the motion to dismiss or stay proceedings in the Jacobs action.

The originally filed complaint in the fourteenth lawsuit listed above (Pancake) generally alleges that the directors of EMC breached their fiduciary duties to EMC shareholders in connection with the merger by, among other things, failing to maximize shareholder value and agreeing to provisions in the merger agreement that favor Dell and discourage competing bids. The complaint generally further alleges that there were various conflicts of interest in the proposed transaction and that various combinations of defendants aided and abetted these alleged breaches of fiduciary duties. Additionally, the complaint alleges that the preliminary proxy statement omits and/or misrepresents material information and that such failure to disclose constitutes violations of Section 14(a) of, and Rule 14a-9 under, the Exchange Act. The complaint further alleges that various combinations of defendants are liable for violations of Section 20(a) of the Exchange Act.

On February 11, 2016, the plaintiff in the Pancake action filed a first amended complaint. Similar to the originally filed complaint, the amended complaint generally alleges that the preliminary proxy statement omits and/or misrepresents material information and that such failure to disclose constitutes violations of Section 14(a) of, and Rule 14a-9 under, the Exchange Act. The complaint further alleges that various combinations of defendants are liable for violations of Section 20(a) of the Exchange Act. The amended complaint does not include the claims included in the original complaint for alleged breaches of fiduciary duty. The parties have agreed that defendants will move, answer, or otherwise respond to the amended complaint by June 6, 2016.

The complaint in the fifteenth lawsuit listed above (Booth Family Trust) generally alleges that that the preliminary proxy statement omits and/or misrepresents material information and that such failure to disclose constitutes violations of Section 14(a) of, and Rule 14a-9 under, the Exchange Act. The complaint also alleges that various combinations of defendants are liable for violations of Section 20(a) of the Exchange Act.

On April 1, 2016, the plaintiff in the Stull action filed a motion pursuant to the Private Securities Litigation Reform Act for consolidation of the Walsh, Stull, Pancake and Booth Family Trust actions and for his appointment as lead plaintiff and his counsel's appointment as lead and liaison counsel. The court granted that motion on April 26, 2016.

Additional lawsuits arising out of or relating to the merger agreement or the merger may be filed in the future.

THE MERGER AGREEMENT

The following summarizes the material provisions of the merger agreement. This summary does not purport to be complete and may not contain all of the information about the merger agreement that is important to you. The rights and obligations of the parties to the merger agreement are governed by the express terms and conditions of the merger agreement and not by this summary or any other information contained in this proxy statement/prospectus. EMC shareholders are urged to read the merger agreement carefully and in its entirety, as well as this proxy statement/prospectus, before making any decisions regarding the merger. This summary is qualified in its entirety by reference to the merger agreement, a copy of which is attached as *Annex A* to this proxy statement/prospectus and is incorporated by reference herein.

In reviewing the merger agreement and this summary, please remember that they have been included to provide you with information regarding the terms of the merger agreement and are not intended to provide any other factual information about Denali, EMC or any of their respective subsidiaries or affiliates. The merger agreement contains representations and warranties and covenants by each of Denali and EMC, which are summarized below. These representations and warranties have been made solely for the benefit of the other parties to the merger agreement and:

- were not intended as statements of fact, but rather as a way of allocating the risk to one of Denali and EMC if those statements prove to be inaccurate;
- have been qualified by certain confidential disclosures that were made to the other party in connection with the negotiation of the merger agreement, which disclosures are not reflected in the merger agreement; and
- may apply standards of materiality in a way that is different from what may be viewed as material by you or other investors.

Moreover, information concerning the subject matter of the representations and warranties in the merger agreement and described below may have changed since the date of the merger agreement, and subsequent developments or new information qualifying a representation or warranty may have been included in this proxy statement/prospectus. In addition, if specific material facts arise that contradict the representations and warranties in the merger agreement, Denali or EMC, as applicable, will disclose those material facts in the public filings that it makes with the SEC if it determines that it has a legal obligation to do so. Accordingly, the representations and warranties and other provisions of the merger agreement should not be read alone, but instead should be read together with the information provided elsewhere in this proxy statement/prospectus and in the documents incorporated by reference into this proxy statement/prospectus. See "*Where You Can Find More Information*" for information on how you can obtain copies of the incorporated documents or view them via the Internet.

Effect of the Merger

Upon the terms and subject to the conditions set forth in the merger agreement and in accordance with the MBCA and the DGCL, at the effective time of the merger, Merger Sub will be merged with and into EMC. EMC will survive the merger as a wholly owned subsidiary of Denali and will continue its corporate existence under Massachusetts law.

Closing

The closing will occur on the third business day after the satisfaction or waiver (to the extent permitted by law) of all closing conditions, except that the closing shall not occur until the earlier to occur of (1) a business day during the marketing period specified by Denali upon a minimum of three business days' advance written notice and (2) the first business day following the marketing period.

For purposes of the merger agreement, "marketing period" means the first period of 20 consecutive business days commencing after October 12, 2015 and throughout and at the end of which (a) Denali shall have received the information required to be furnished by EMC in connection with the financing, referred to as the required information, and (b)(i) the conditions to Denali's obligation to close the merger are satisfied (other than those conditions that by their nature are to be satisfied at the closing of the merger, but subject to those conditions being capable of being satisfied at such time), except that if on the date that is 30 business days prior to December 16, 2016, all of such conditions are satisfied except for the closing conditions related to the lack of illegality or injunction, expiration of antitrust waiting periods or receipt of required competition consents from certain jurisdictions, referred to as the excluded conditions, and no excluded condition is incapable of being satisfied on or prior to December 16, 2016, the satisfaction of the excluded conditions shall not be required in order to commence or continue the marketing period as long as all other prerequisites to commencing and continuing the marketing period have been satisfied (it being understood that such marketing period shall be deemed to have commenced no earlier than such date that is 30 business days prior to December 16, 2016), and (ii) nothing has occurred and no condition exists that entitles Denali to terminate the merger agreement due to the breach by EMC of the merger agreement, except that the marketing period shall end on any earlier date that is the date on which the proceeds of the debt financing for the merger are obtained in full, and except that (x) such 20 consecutive business day period shall only occur within any of the following time periods: (i) beginning on January 4, 2016 and ending on (and including) February 8, 2016, (ii) beginning on March 24, 2016 and ending on (and including) May 9, 2016, (iii) beginning on May 10, 2016 and ending on (and including) June 11, 2016, (iv) beginning June 3, 2016 and ending on (and including) August 8, 2016, (v) beginning on August 9, 2016 and ending on (and including) September 10, 2016, (vi) beginning on September 12, 2016 and ending on (and including) November 8, 2016, and (vii) beginning on November 9, 2016 and ending on (and including) December 10, 2016, (y) the marketing period shall either end on or prior to August 19, 2016 or, if the marketing period has not ended on or prior to August 19, 2016, then the marketing period shall commence no earlier than September 6, 2016, and (z) the marketing period shall not be deemed to have commenced if (A) after October 12, 2015 and prior to the completion of the marketing period, (I) PricewaterhouseCoopers LLP shall have withdrawn its audit opinion with respect to any of the financial statements contained in any documents filed or furnished by EMC or VMware with the SEC, in which case the marketing period shall not be deemed to commence unless and until a new unqualified audit opinion is issued with respect to such financial statements by PricewaterhouseCoopers LLP or another independent accounting firm reasonably acceptable to Denali, (II) the financial statements included in the required information that is available to Denali on the first day of any such 20 consecutive business day period are not, during each day of such period, the most recent consolidated financial statements of EMC on which EMC's independent accountants have performed and completed an audit or review as described in AU Section 722, Interim Financial Information, then the marketing period shall not be deemed to commence until the receipt by Denali of such most recent consolidated financial statements, (III) the required information, when taken as a whole along with any documents filed or furnished by EMC with the SEC, contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements contained therein not misleading, in which case the marketing period shall not be deemed to commence unless and until such required information and documents filed or furnished by EMC with the SEC have been updated so that there is no longer any such untrue statement or omission, or (IV) EMC or any of its subsidiaries shall have announced any intention to restate any historical financial statements of EMC or any of its subsidiaries or other financial information included in the required information or that any such restatement is under consideration or may be a possibility, in which case the marketing period shall not be deemed to commence unless and until such restatement has been completed and the applicable required information has been amended or EMC has announced that it has concluded no such restatement shall be required, or (B) EMC or any of its subsidiaries shall have been delinquent in filing or furnishing any document required to be filed or furnished with the SEC, in which case, the marketing period shall not be deemed to have commenced unless and until, at the earliest, all such delinquencies have been cured. If EMC shall in good faith reasonably believe that (1) clause (b) to the definition of "marketing period" has been satisfied and (2) it has delivered the required information that satisfies the requirements of clause (z) of the proviso to such definition, it may give to Denali a written notice to that effect, in which case EMC shall be deemed to have complied with clauses (1) and (2) sufficient to commence the marketing period, unless Denali in good faith reasonably believes EMC has not so

complied, and within eight business days after the giving of such notice by EMC, gives a written notice to EMC to that effect (stating with specificity which elements of clauses (1) and (2) have not been complied with, including whether required information has not been delivered by EMC or does not satisfy the requirements of clause (z) of the proviso to such definition).

Effective Time

The merger will become effective at the time at which articles of merger has been duly filed with the Secretary of State of the Commonwealth of Massachusetts and a certificate of merger has been filed with the Secretary of State of the State of Delaware or at such later time as is agreed upon by the parties and specified in the articles of merger and the certificate of merger.

Merger Consideration

At the effective time of the merger, each share of EMC common stock issued and outstanding immediately prior to the effective time of the merger (other than shares owned by Denali, Merger Sub or any of EMC's wholly owned subsidiaries, and other than shares with respect to which appraisal rights are properly exercised and not withdrawn) automatically will be converted into the right to receive the merger consideration, consisting of (1) $24.05 in cash, without interest, and (2) a number of validly issued, fully paid and non-assessable shares of Class V Common Stock equal to the quotient (rounded to the nearest five decimal points) obtained by dividing (A) 222,966,450 by (B) the aggregate number of shares of EMC common stock issued and outstanding immediately prior to the effective time of the merger, plus cash in lieu of any fractional shares.

EMC shareholders will not receive any fractional shares of Class V Common Stock in the merger. Instead, each EMC shareholder will be entitled to receive a cash payment in lieu of any fractional shares of Class V Common Stock it otherwise would have received pursuant to the merger equal to the product obtained by multiplying (1) the fractional share interest to which such holder would otherwise be entitled (after taking into account all shares of EMC common stock formerly held by such shareholder) by (2) the average closing price of a share of VMware Class A Common Stock over the 10 trading day period prior to the effective time of the merger.

Representations and Warranties

The merger agreement contains representations and warranties made by and to the parties thereto as of specific dates. The assertions embodied in those representations and warranties were made for purposes of the merger agreement and are subject to qualifications and limitations agreed to by the respective parties in connection with negotiating the terms of the merger agreement. In addition, certain representations and warranties were made as of a specified date, may be subject to a contractual standard of materiality different from what might be viewed as material to shareholders, or may have been used for the purpose of allocating risk between the respective parties rather than establishing matters as facts. For the foregoing reasons, you should not rely on the representations and warranties as statements of factual information.

The merger agreement contains the following reciprocal representations and warranties made by Denali, Dell and Merger Sub, on the one hand, and EMC on the other hand, subject in some cases to specified exceptions and qualifications, relating to a number of matters, including the following:

- the organization, valid existence, good standing and qualification to do business of such party and its subsidiaries;
- corporate authorization and validity of the merger agreement;
- the approval by such party's board of directors of the merger agreement and the transactions contemplated by the merger agreement;

- the absence of any conflicts with such party's organizational documents, applicable laws, governmental orders or certain agreements as a result of entering into the merger agreement and completing the merger;
- the required consents and filings with governmental entities in connection with the transactions contemplated by the merger agreement;
- the accuracy of information supplied by such party in connection with this proxy statement/prospectus and the registration statement of which it is a part;
- the absence of certain litigation and investigations; and
- brokers' and financial advisors' fees related to the merger.

EMC has also made certain representations and warranties relating to:

- ownership of each of its significant subsidiaries;
- the capitalization and indebtedness of EMC and its subsidiaries (including VMware), including the number of shares of common stock, stock options and other equity-based awards outstanding;
- the timely filing of documents required to be filed with the SEC since January 1, 2014 and the accuracy of information contained in those documents;
- the conformity with generally accepted accounting principles of such party's financial statements filed with the SEC since January 1, 2014 and the absence of certain undisclosed liabilities;
- the timely filing by VMware of documents required to be filed with the SEC since January 1, 2014 and the accuracy of information contained in those documents;
- the conformity with generally accepted accounting principles of VMware's financial statements filed with the SEC since January 1, 2014 and the absence of certain undisclosed liabilities;
- the absence of a material adverse effect (as described below) since January 1, 2015;
- compliance with certain material contracts;
- compliance with applicable laws, including the Foreign Corrupt Practices Act and applicable export control laws;
- employment and labor matters affecting EMC and its subsidiaries, including matters relating to employee benefit plans and the absence of parachute gross ups;
- tax matters;
- tax treatment of the merger under Section 351 of the Internal Revenue Code;
- real and personal property and intellectual property matters;
- the absence of affiliate transactions;
- insurance matters;
- environmental matters;
- the required vote by EMC's shareholders to complete the merger;
- the inapplicability of takeover statutes to the merger agreement, the merger or the transactions contemplated by the merger agreement; and
- the receipt of the opinions from Morgan Stanley and Evercore by the EMC board of directors, as to the fairness, from a financial point of view, of the merger consideration to the holders of EMC common stock.

Denali, Dell and Merger Sub have also made certain representations and warranties relating to:

- foreign control, ownership or influence of EMC following the completion of the merger;
- the financing that has been committed in connection with the merger;
- absence of issued and outstanding shares of Class V Common Stock prior to the completion of the merger;
- the provision of certain audited and unaudited financial statements of Denali and Dell and the accuracy of information contained therein;
- the conformity with generally accepted accounting principles of Denali's and Dell's financial statements and the absence of certain undisclosed liabilities;
- the capitalization of Merger Sub;
- the solvency of Denali, Dell and Merger Sub; and
- tax treatment of the merger under Section 351 of the Internal Revenue Code.

Certain of the representations and warranties made by the parties are qualified as to "knowledge," "materiality" or "material adverse effect."

For purposes of the merger agreement, "material adverse effect," when used in reference to EMC, means any event, development, circumstance, change, effect or occurrence that, individually or in the aggregate with all other events, developments, circumstances, changes, effects or occurrences, has a material adverse effect on or with respect to the business, assets, liabilities, results of operations or financial condition of EMC and its subsidiaries, taken as a whole.

However, no events, developments, circumstances, changes, effects or occurrences to the extent arising out of or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a material adverse effect:

- changes or conditions generally affecting the industries in which EMC and its subsidiaries operate;
- general changes or developments in the economy or the financial, debt, capital, credit or securities markets in the United States or elsewhere in the world, including as a result of changes in geopolitical conditions;
- the negotiation, execution, delivery or performance of the merger agreement, the identity of Denali, or the public announcement, pendency or completion of the merger agreement or the merger or the other transactions contemplated thereby (including the effect thereof on relationships, contractual or otherwise, of EMC or any of its subsidiaries with employees, customers, suppliers, partners or governmental entities), and including any litigation related to the merger agreement or the transactions contemplated thereby or any demand, action, claim or proceeding for appraisal of the fair value of any shares of EMC common stock pursuant to the MBCA in connection with the merger agreement;
- changes in any applicable laws or regulations or applicable accounting regulations or principles or interpretation thereof, in each case, unrelated to the transactions contemplated by the merger agreement;
- any hurricane, tornado, earthquake, flood, tsunami or other natural disaster or outbreak or escalation of hostilities or war (whether or not declared), military actions or any act of sabotage or terrorism, or any change in general national or international political or social conditions;
- any change in the price or trading volume of EMC common stock or VMware common stock or the credit rating of EMC or VMware, in and of itself;

- any failure by EMC or VMware to meet any published analyst estimates or expectations of EMC's or VMware's revenue, earnings or other financial performance or results of operations for any period, or any failure by EMC or VMware to meet its internal or published projections, budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself; or
- compliance with the terms of, or the taking of any action expressly required by, the merger agreement.

However, with respect to the first, second, fourth and fifth bullets above, such events, developments, circumstances, changes, effects or occurrences may be taken into account to the extent EMC and its subsidiaries, taken as a whole, are disproportionately affected thereby as compared with other participants in the industries in which EMC and its subsidiaries operate and, with respect to the sixth and seventh bullets above, the provisions described therein shall not prevent or otherwise affect a determination that any events, developments, circumstances, changes, effects or occurrences underlying any such change or failure constitute or contribute to a material adverse effect.

For purposes of the merger agreement, "parent material adverse effect," when used in reference to Denali, means any event, development, circumstance, change, effect or occurrence that, individually or in the aggregate with all other events, developments, circumstances, changes, effects or occurrences, has a material adverse effect on or with respect to the business, assets, liabilities, results of operations or financial condition of Denali and its subsidiaries, taken as a whole.

However, no events, developments, circumstances, changes, effects or occurrences to the extent arising out of or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a parent material adverse effect:

- changes or conditions generally affecting the industries in which Denali and its subsidiaries operate;
- general changes or developments in the economy or the financial, debt, capital, credit or securities markets in the United States or elsewhere in the world, including as a result of changes in geopolitical conditions;
- the negotiation, execution, delivery or performance of the merger agreement, the identity of EMC or VMware, or the public announcement, pendency or the completion of the merger agreement or the merger or the other transactions contemplated thereby (including the effect thereof on relationships, contractual or otherwise, of Denali or any of its subsidiaries with employees, customers, suppliers, partners or governmental entities), and including any transaction litigation to the extent Denali or its subsidiaries is a defendant thereto;
- changes in any applicable laws or regulations or applicable accounting regulations or principles or interpretation thereof, in each case, unrelated to the transactions contemplated by the merger agreement;
- any hurricane, tornado, earthquake, flood, tsunami or other natural disaster or outbreak or escalation of hostilities or war (whether or not declared), military actions or any act of sabotage or terrorism, or any change in general national or international political or social conditions;
- any failure by Denali to meet any published analyst estimates or expectations of Denali's revenue, earnings or other financial performance or results of operations for any period, or any failure by Denali to meet its internal or published projections, budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself; or
- compliance with the terms of, or the taking of any action expressly required by, the merger agreement.

However, with respect to the first, second, fourth and fifth bullets above, such events, developments, circumstances, changes, effects or occurrences may be taken into account to the extent Denali and its

subsidiaries, taken as a whole, are disproportionately affected thereby as compared with other participants in the industries in which Denali and its subsidiaries operate and, with respect to the sixth bullet above, the provisions described therein shall not prevent or otherwise affect a determination that any events, developments, circumstances, changes, effects or occurrences underlying any such change or failure constitute or contribute to a parent material adverse effect.

The representations and warranties of each of the parties to the merger agreement will expire upon the effective time of the merger.

Conduct of Business

Conduct of Business by EMC

EMC agreed that, prior to the effective time of the merger, unless Denali gives its prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) or as otherwise required by applicable law or as required or expressly permitted or contemplated by the merger agreement, EMC shall and shall cause its subsidiaries (other than VMware and Pivotal) to:

- use commercially reasonable efforts to carry on its business in the ordinary course consistent with past practice; and
- use commercially reasonable efforts to preserve in all material respects its current business organizations and goodwill, keep available the services of its current officers, employees and consultants and preserve in all material respects its relationships with customers, suppliers, licensors, licensees, distributors and others having material business dealings with it and governmental entities having regulatory dealings with it.

EMC has also agreed that, prior to the effective time of the merger, unless Denali gives its prior written consent (which consent will not be unreasonably withheld, conditioned or delayed), or as otherwise required by applicable law or as required or expressly permitted or contemplated by the merger agreement, EMC shall not and shall cause each of its subsidiaries (other than VMware or Pivotal) not to:

- declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any of its capital stock, other than dividends or distributions by a wholly owned subsidiary of EMC to its shareholders and except for regular quarterly dividends by EMC of up to $0.115 per share of common stock (subject to adjustment in certain circumstances) in each case with usual declaration, record and payment dates in accordance with past dividend practice;
- split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of, or in substitution for, shares of its capital stock;
- purchase, redeem or otherwise acquire any shares of its capital stock or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities, except for purchases, redemptions or other acquisition of capital stock or other securities (1) required by the terms of certain EMC incentive plans or any plans, arrangements or contracts existing on the date of the merger agreement between EMC or any of its subsidiaries and directors or employees, (2) in connection with the issuance of EMC common stock upon the net exercise of EMC stock options or net settlement of restricted stock units or performance stock units or (3) in transactions solely between EMC and any of its wholly owned subsidiaries or among direct or indirect subsidiaries of EMC;
- issue, deliver, sell, grant, pledge or otherwise encumber or subject to any lien (other than certain tax liens and any restrictions on transfer imposed by applicable securities laws) any shares of its capital stock, any other voting securities or any securities convertible into or exercisable for, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities, or any “phantom” stock, “phantom” stock rights, stock appreciation rights or stock based performance units

(other than the issuance of EMC common stock in connection with the exercise of EMC stock options or settlement of restricted stock units or performance stock units);

- amend the organizational documents of EMC and its subsidiaries;
- directly or indirectly acquire (1) any person or division, business or equity interest of any person by merger, consolidation, asset purchase, investment or capital contribution, or by any other manner, or (2) any properties, rights or assets, except for (i) capital expenditures not to exceed $180 million in the aggregate in any fiscal quarter, (ii) acquisitions, investments or capital contributions not exceeding $200 million in the aggregate and (iii) purchases of marketable securities by or on behalf of EMC or its subsidiaries for cash management purposes in the ordinary course of business, consistent with past practice, and, except, in the case of clause (2), acquisitions of inventory, merchandise, products or services in the ordinary course of business, consistent with past practice;
- sell, pledge, dispose of, transfer, abandon, lease, license, allow to lapse or expire, or otherwise encumber (other than as permitted under the merger agreement) any properties, rights or assets of EMC or any of its subsidiaries, except (1) sales, pledges, dispositions, transfers, abandonments, leases, licenses, lapses, expirations or encumbrances required to be effective prior to the effective time of the merger pursuant to existing contracts that are not material to EMC and its subsidiaries, taken as a whole, (2) non-material leases or licenses in the ordinary course of business consistent with past practice, (3) transactions solely among EMC and/or its wholly owned subsidiaries, (4) sales, dispositions, transfers, leases or licenses of products or services of EMC or any of its subsidiaries to third parties in the ordinary course of business consistent with past practice and (5) sales, pledges, dispositions, transfers, abandonments, leases, licenses, lapses, expirations or encumbrances of properties, rights or assets of EMC or any of its subsidiaries having a value not to exceed $125 million in the aggregate;
- redeem, repurchase, prepay, defease, cancel, incur or otherwise acquire, or modify in any material respect the terms of, any indebtedness for borrowed money or assume, guarantee or endorse, or otherwise become responsible for, any such indebtedness of another person, issue or sell any debt securities or calls, options, warrants or other rights to acquire any debt securities of EMC or any of its subsidiaries, enter into any “keep well” or other contract to maintain any financial statement condition of another person or enter into any arrangement having the economic effect of any of the foregoing (in each case, other than indebtedness for borrowed money of no more than $200 million in the aggregate (inclusive of any prepayment premium, make-whole, penalty or similar payment) or indebtedness for borrowed money under EMC’s commercial paper debt (inclusive of any prepayment premium, make-whole, penalty or similar payment) or pursuant to EMC’s existing revolving credit facility (but not in excess of aggregate commitments thereunder as in effect on October 12, 2015, plus any increases in commitments permitted under the revolving credit facility as in effect on such date and inclusive of any prepayment premium, make-whole, penalty or similar payment), in each case only if such indebtedness is prepayable at closing without premium, make-whole, penalty or similar payment;
- make any loans or advances to any person which would cause the aggregate principal amount of all loans and advances made by EMC and its subsidiaries (other than VMware and its subsidiaries) after October 12, 2015, to exceed $25 million;
- incur any capital expenditures in excess of $180 million in the aggregate in any fiscal quarter;
- (1) pay, discharge, settle or satisfy any civil, criminal or administrative actions, suits, claims, hearings, proceedings, arbitrations, mediations, audits or investigations from by or before any arbitrator, court, tribunal or other governmental entity, other than the payment, discharge, settlement or satisfaction of less than $10 million individually or $30 million in the aggregate or (2) in order to settle or satisfy any such action, waive or assign to a third party any claims or rights of EMC or any subsidiary of EMC asserted by EMC or any of its subsidiaries to have a value in excess of $10 million individually or $30 million in the aggregate, except in each case (i) as required by any court judgment and (ii) for transaction litigation related to the merger;

- (1) other than in the ordinary course of business, consistent with past practice, enter into, materially modify, terminate or cancel any material contract or waive, release or assign any material rights or claims thereunder, or (2) enter into, modify, amend or terminate any contract or waive, release or assign any material rights or claims thereunder, which if so entered into, modified, amended, terminated, waived, released or assigned, in each case as applicable, would reasonably be expected to prevent or materially delay or impair the completion of the merger and the other transactions contemplated by the merger agreement;
- except as required to comply with any EMC benefit plan, agreement or other contract entered into prior to the date of the merger agreement or thereafter in accordance with the merger agreement:
  - adopt, enter into, terminate or amend any benefit plan except for any amendment that would not result in a material increase to the cost to EMC under such benefit plan (or any plan, agreement, program, policy, trust, fund or other arrangement that would be a material benefit plan if it were in existence as of the date of the merger agreement) and except for the issuance of offer letters in the ordinary course, consistent with past practice, in connection with hiring employees to the extent permitted by the terms of the merger agreement;
  - grant any severance or termination pay to, or increase the compensation or fringe benefits of, any EMC personnel except for (1) annual base salary increases in the ordinary course of business consistent with past practice with respect to any personnel with a title lower in rank than Senior Vice President and (2) payment of annual bonuses for the 2015 calendar year and establishment of annual bonus opportunities for the 2016 calendar year, in each case, in the ordinary course of business consistent with past practice;
  - loan or advance any money to personnel with the title of Senior Vice President or higher;
  - allow for the commencement of any new offering periods under EMC's employee stock purchase plan;
  - remove or accelerate the lapse of any existing vesting restrictions in any benefit plans or awards made thereunder;
  - take any action to fund the payment of nonqualified deferred compensation or severance benefits under any benefit plan or employment, severance or similar agreement; or
  - materially change any actuarial or other assumption used to calculate funding obligations with respect to any benefit plan that is a defined benefit pension plan or materially change the manner in which contributions to any such benefit plan are made or the basis on which such contributions are determined;
- recognize any labor organization (not including any non-U.S. trade union or works council) as the representative of any employees of EMC or any of its subsidiaries, or enter into, materially modify, materially amend or terminate any collective bargaining agreement with any labor organization;
- except in accordance with generally accepted accounting principles and as advised by EMC's regular independent public accountant, (i) revalue any assets or liabilities of EMC or any of its subsidiaries that are material to EMC and its subsidiaries, taken as a whole or (ii) make any material change in accounting methods, principles or practices;
- effect or permit a plant closing or mass layoff without complying with the notice requirements and all other provisions of the Worker Adjustment and Retraining Notification Act, to the extent applicable;
- authorize, recommend or announce an intention to adopt a plan of complete or partial liquidation or dissolution of EMC or any of its subsidiaries;
- outside of the ordinary course of EMC's administration of its tax matters, change any material method of tax accounting in respect of recognition of income, settle any material tax audit, claim or proceeding, change any material tax election or file any amended material tax return;

- fail to acquire additional shares of VMware common stock if such failure would cause VMware to cease to be a member of the affiliated group of corporations filing a consolidated tax return with EMC for purposes of Section 1502 of the Internal Revenue Code and the regulations thereunder; or
- authorize any of, or commit, resolve or agree to take any of, the foregoing actions.

Conduct of Business with respect to VMware

Prior to the effective time of the merger, unless Denali gives its prior written consent (which in the case, of the fifth through seventh bullets below, and, to the extent applicable to the fifth through seventh bullets, the eighth bullet, will not be unreasonably withheld, conditioned or delayed) or as otherwise required by applicable law, EMC has agreed not to, and to cause its subsidiaries that are record or beneficial owners of VMware common stock not to:

- sell, pledge, dispose of, transfer, abandon, lease or otherwise encumber or subject to any lien (other than certain tax liens and any restrictions on transfer imposed by applicable securities laws) any shares of VMware common stock or any of the VMware intercompany notes;
- purchase or otherwise acquire any shares of VMware common stock other than in order to cause VMware to continue to be a member of the affiliated group of corporations filing a consolidated tax return with EMC for purposes of Section 1502 of the Internal Revenue Code and the regulations thereunder;
- convert any shares of VMware Class B common stock into shares of VMware Class A common stock;
- vote to approve or provide any consent to (1) any action under Article VI of the Amended and Restated Certificate of Incorporation of VMware, referred to as the VMware certificate, (2) any amendment to the VMware certificate or the Amended and Restated Bylaws of VMware, (3) any sale, transfer, lease or other disposition of all or substantially all of the assets of VMware or (4) any other action submitted to a vote of the VMware stockholders other than the ratification of the appointment of VMware's independent auditors and the election of directors pursuant to the following bullet;
- take any action as a stockholder of VMware to remove or appoint (other than to fill vacancies) any directors of VMware other than the reelection of those Class I Members (as defined in the VMware certificate) and Class II Members (as defined in the VMware certificate) who will be standing for reelection at the 2016 annual meeting of stockholders of VMware;
- take any other action by written consent as a stockholder of VMware;
- enter into, amend, cancel, supplement or otherwise modify any agreement with VMware or its subsidiaries other than transactions entered into in the ordinary course of business, consistent with past practice (it being understood that any amendment, cancellation, supplement or modification to or waiver of certain intercompany agreements entered into between EMC and VMware in connection with the initial public offering of VMware's common stock or the VMware intercompany notes shall not be considered a transaction entered into in the ordinary course of business, consistent with past practice); or
- authorize any of, or commit, resolve or agree to take any of, the foregoing actions.

Conduct of Business with respect to Pivotal

Prior to the effective time of the merger, unless Denali gives its prior written consent (which in the case, of the fifth and sixth bullets below, and, to the extent applicable to the fifth and sixth bullets, the seventh bullet, will not be unreasonably withheld, conditioned or delayed) or as otherwise required by applicable law, EMC has agreed not to, and to cause its subsidiaries (other than VMware and its subsidiaries) not to:

- sell, pledge, dispose of, transfer, abandon, lease or otherwise encumber or subject to any lien (other than certain tax liens and any restrictions on transfer imposed by applicable securities laws) any shares of capital stock of Pivotal;

- purchase, redeem or otherwise acquire any shares of capital stock of Pivotal or any other securities of Pivotal or its subsidiaries or make any loans or advances to, or investments in, Pivotal or any of its subsidiaries;
- convert any shares of Pivotal Series A preferred stock into shares of Pivotal Class B common stock;
- vote to approve or provide any consent to (1) any action under Article VII of the Certificate of Incorporation of Pivotal, referred to as the Pivotal certificate, or the existing shareholders agreement among Pivotal and its stockholders, referred to as the Pivotal shareholders agreement, (2) any amendment to the Pivotal certificate or the Pivotal shareholders agreement or (3) any other action submitted to a vote of the Pivotal stockholders;
- take any other action by written consent as a stockholder of Pivotal;
- enter into, amend, cancel, supplement or otherwise modify any agreement with Pivotal or its subsidiaries other than transactions entered into in the ordinary course of business, consistent with past practice; or
- authorize any of, or commit, resolve or agree to take any of, the foregoing actions.

Solicitation of Acquisition Proposals

Until 11:59 p.m. (Eastern Time) on December 11, 2015, EMC and its subsidiaries and their respective representatives were permitted to:

- solicit, initiate, encourage or facilitate or assist or cooperate with respect to, any acquisition proposal (as defined below) from any person that is not an affiliate of EMC or the making thereof; and
- enter into, continue or otherwise participate in any discussions or negotiations with, or furnish any information or data in connection with, any acquisition proposal to any person that is not an affiliate of EMC pursuant to a customary confidentiality agreement meeting certain requirements.

No later than 24 hours after 11:59 p.m. (Eastern Time) on December 11, 2015, EMC was required to notify Denali in writing of the identity of each person from whom EMC has received an acquisition proposal after the date of the merger agreement through such date that has not been withdrawn and for which the EMC board of directors has determined in good faith (after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation) constitutes or would reasonably be expected to lead to a superior proposal (as defined below) and provide to Denali a copy of any written acquisition proposal (including financing commitments) and a written summary of the terms of any acquisition proposal not made in writing.

Except as expressly permitted in the merger agreement (as described above), from the date of the merger agreement, EMC and its subsidiaries agreed not to, and agreed to cause its and their respective representatives not to:

- solicit, initiate or knowingly encourage, knowingly facilitate or knowingly induce, the making of any acquisition proposal, or the making of any inquiry, offer or proposal that would reasonably be expected to lead to, any acquisition proposal;
- enter into, facilitate, continue or otherwise participate or engage in any discussions or negotiations regarding, or furnish to any person any information or data or afford access to the business, directors, officers, employees, properties, facilities, assets, contracts, books or records of EMC or any of its subsidiaries to any person in connection with any acquisition proposal;
- enter into any agreement relating to any acquisition proposal (other than a confidentiality agreement meeting certain requirements);
- waive, terminate, modify or fail to enforce any provision of any “standstill” or similar obligation of any person (other than Denali) with respect to EMC or any of its subsidiaries (unless EMC concludes in

good faith, after consultation with its outside legal advisors, that the failure to so waive, terminate, modify or fail to enforce would be inconsistent with its fiduciary duties under applicable law);

- take any action to make the provisions of any "fair price," "moratorium," "control share acquisition," "business combination" or other similar anti-takeover statute or regulation, or any restrictive provision of any applicable anti-takeover provision in the EMC articles or EMC bylaws, inapplicable to any transactions contemplated by any acquisition proposal; or
- authorize any of, or commit or agree to do any of, the foregoing.

EMC has agreed that after 11:59 p.m. (Eastern Time) on December 11, 2015, it shall, and shall cause its subsidiaries and its and their representatives to, immediately cease and cause to be terminated all existing discussions or negotiations with any person conducted theretofore with respect to any acquisition proposal. Notwithstanding the foregoing, at any time prior to the approval of the merger agreement by EMC shareholders at the special meeting, in response to a bona fide written acquisition proposal from a person that is not an affiliate of EMC that the EMC board of directors determines in good faith (after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation) constitutes or would reasonably be expected to lead to a superior proposal, and which acquisition proposal was not solicited after 11:59 p.m. (Eastern Time) on December 11, 2015, EMC may, subject to compliance with the merger agreement, (1) furnish information or data with respect to EMC and its subsidiaries to the person that is not an affiliate of EMC making such acquisition proposal (and its representatives) pursuant to a confidentiality agreement meeting certain requirements, and (2) participate in discussions or negotiations with the person making such acquisition proposal (and its representatives) regarding such acquisition proposal.

Neither the EMC board of directors nor any committee thereof may (1)(i) withdraw, modify or qualify (or publicly propose to withdraw, modify or qualify) in any manner adverse to Denali the recommendation of the EMC board of directors or any committee thereof that the EMC shareholders approve the merger agreement or (ii) make any other public statement in connection with the special meeting contrary to such recommendation, either of (i) or (ii) being referred to as a change of recommendation, or (2) approve, adopt or recommend, or publicly propose to approve, adopt or recommend, or submit to a vote of the EMC shareholders a merger agreement, letter of intent, agreement in principle, share purchase agreement, asset purchase agreement, share exchange agreement, option agreement or other similar contract or any tender offer providing for, with respect to, or in connection with, any acquisition proposal. However, at any time prior to the approval of the merger agreement by the EMC shareholders at the special meeting, the EMC board of directors may (1) make a change of recommendation other than in response to an acquisition proposal if the EMC board of directors concludes in good faith, after consultation with outside legal advisors, that the failure to take such action would be inconsistent with its fiduciary duties under applicable law and/or (2) make a change of recommendation or terminate the merger agreement to enter into an alternative acquisition agreement in response to an acquisition proposal if (i) the EMC board of directors concludes in good faith (after consultation with its outside legal advisors and a financial advisor of nationally recognized recognition) that such acquisition proposal constitutes a superior proposal and (ii) the EMC board of directors concludes in good faith (after consultation with its outside legal advisors) that the failure to take such action would be inconsistent with its fiduciary duties under applicable law.

Notwithstanding the foregoing, the EMC board of directors is not entitled to make a change of recommendation or terminate the merger agreement in order to enter into an alternative acquisition agreement in response to an acquisition proposal unless:

- EMC has complied in all material respects with its obligations regarding the solicitation of alternative acquisition proposals;
- EMC promptly notifies Denali, in writing, at least five business days before taking such action, of its intention to take such action;

- during such five-business day period (and for an additional two-business day period if there is any amendment to the financial terms or other material terms or conditions of the acquisition proposal), if requested by Denali, EMC and its representatives shall meet and engage in good faith negotiations with Denali and its representatives to amend the terms and conditions of the merger agreement in such a manner as would permit the EMC board of directors or EMC to not take such action; and
- following the end of such five-business day period, the EMC board of directors shall have determined in good faith, after consultation with its outside legal advisors, and taking into account any changes to the terms of the merger agreement proposed by Denali, that the failure to take such action would continue to be inconsistent with its fiduciary duties under applicable law and, in the case of a change of recommendation in response to an acquisition proposal or termination of the merger agreement in order to enter into an alternative acquisition agreement in response to an acquisition proposal, after consultation with a financial advisor of nationally recognized reputation, that the acquisition proposal giving rise to such notice continues to constitute a superior proposal;

except that if (1) EMC receives an acquisition proposal pursuant to which the EMC board of directors determines in good faith, after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation, that, if consummated, would result in the holders of EMC common stock receiving consideration valued at 115% or more of the merger consideration, and (2) the EMC board of directors determines that such acquisition proposal constitutes a superior proposal, then the EMC board of directors and EMC are not required to comply with the foregoing requirements.

After 11:59 p.m. (Eastern Time) on December 11, 2015, EMC is required to notify Denali within 24 hours after receipt of any acquisition proposal (other than acquisition proposals received and withdrawn prior to 11:59 p.m. (Eastern Time) on December 11, 2015), which notice must include the identity of the person making the acquisition proposal and a copy of such acquisition proposal (or a reasonably detailed written description if the acquisition proposal is not in writing). After 11:59 p.m. (Eastern Time) on December 11, 2015, EMC is required to (1) keep Denali reasonably informed in all material respects of the status and details of any acquisition proposal and (2) provide to Denali as soon as reasonably practicable after receipt or delivery thereof copies of all correspondence and other written materials sent or provided to EMC or any of its subsidiaries from any person that describes any of the terms or conditions of any acquisition proposal.

The restrictions on the solicitation of alternative acquisition proposals in the merger agreement do not prohibit EMC from taking and disclosing to its shareholders a position contemplated by Rule 14e-2(a)(2) or (3) under the Exchange Act or making a statement required under Rule 14d-9 under the Exchange Act, except that any such disclosure or statement will be subject to the terms and conditions of the merger agreement.

VMware and its subsidiaries are not considered subsidiaries of EMC required to comply, or for which EMC is obligated to cause to comply, with the foregoing restrictions on the solicitation of alternative acquisition proposals, except that EMC and its other subsidiaries and their respective representatives are not permitted to encourage, cause, recommend or facilitate:

- the taking of any action by VMware or its subsidiaries of the type that would be restricted with respect to an acquisition proposal related to EMC;
- the making of an acquisition proposal by VMware or its subsidiaries; or
- the solicitation, initiation or knowing encouragement by VMware or its subsidiaries, or knowing facilitation or knowing inducement by VMware or its subsidiaries, of (1) the making of any acquisition proposal by any other person, or (2) the making of any inquiry, offer or proposal that would reasonably be expected to lead to, any acquisition proposal by any other person.

For purposes of the merger agreement, the term “acquisition proposal” means any inquiry, proposal or offer from any person relating to (1) any direct or indirect acquisition or purchase, in one transaction or a series of

related transactions, of assets (including equity securities of any subsidiary of EMC) or businesses that constitute more than 20% of the consolidated revenues, net income or assets of EMC and its subsidiaries, taken as a whole, or more than 20% of any class of equity securities of EMC or any significant subsidiary (as defined in Rule 12b-2 under the Exchange Act) of EMC, (2) any tender offer or exchange offer that if consummated would result in any person beneficially owning more than 20% of any class of equity securities of EMC or any of its significant subsidiaries, or (3) any merger, consolidation, business combination, recapitalization, reorganization, liquidation, dissolution, joint venture, extraordinary dividend or distribution, repurchase or redemption of common stock, share exchange or similar transaction involving EMC, in each of cases (1) through (3), other than the transactions contemplated by the merger agreement.

For purposes of the merger agreement, the term "superior proposal" means any bona fide proposal or offer from any person that is not an affiliate of EMC that if consummated would result in such person (or its stockholders) owning, directly or indirectly, (1) more than 50% of the shares of EMC common stock then outstanding (or of the shares of the surviving entity in a merger or the direct or indirect parent of the surviving entity in a merger) or (2) assets (including equity securities of any subsidiary of EMC) or businesses that constitute more than 50% of the consolidated revenues, net income or assets of the EMC and its subsidiaries, taken as a whole, which the EMC board of directors reasonably determines (after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation), taking into account all financial, legal, timing, regulatory and other aspects of such proposal or offer (including any break-up fee, expense reimbursement provisions, conditions to consummation and financing terms) and the person making the proposal or offer, to be more favorable to the EMC shareholders from a financial point of view than the transactions contemplated by the merger agreement (after giving effect to any changes to the financial terms of the merger agreement proposed by Denali in writing prior to the time of such determination).

Recommendation of EMC Board of Directors

The EMC board of directors has agreed to recommend that EMC's shareholders approve the merger agreement and to include such recommendation in this proxy statement/prospectus, and agreed not to (1) withdraw, modify or qualify (or publicly propose to withdraw, modify or qualify) in any manner adverse to Denali such recommendation (other than as described under "*—Solicitation of Acquisition Proposals*" above, or (2) make any other public statement in connection with the special meeting contrary to such recommendation.

Efforts to Consummate the Merger

Each party has agreed to use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the merger and the other transactions contemplated by the merger agreement as promptly as practicable and in any event on or prior to December 16, 2016, including preparing and filing or delivering as promptly as practicable and advisable all necessary or advisable filings, information updates, responses to requests for additional information and other presentations required by or in connection with seeking any regulatory approval, exemption, change of ownership approval, or other authorization from, any governmental entity, or to obtain, as promptly as practicable, all consents, approvals, clearances, authorizations, termination or expiration of waiting periods, non-actions, waiver, permits or orders, of or by any governmental entity, that are necessary or advisable in connection with the merger and the other transactions contemplated by the merger agreement. Each party has agreed to use reasonable best efforts to defend against any action, whether brought by a governmental entity or a private party, challenging the merger or other transactions contemplated in the merger agreement.

In addition, each party has agreed to use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to seek to obtain all material consents, approvals and waivers of any third party under any contract required for the completion of the transactions contemplated by the merger agreement, except that the parties are not required to pay or agree to any fee, penalty or other consideration to any third party for any consent, approval or waiver under any contract required for the completion of the transactions contemplated by the merger agreement.

Governmental Approvals

Denali and EMC have agreed to use their reasonable best efforts to take or cause to be taken all actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods with respect to the approval of the merger under the HSR Act or any other applicable antitrust law. The parties have agreed that Denali and Merger Sub will determine strategy and timing, lead all proceedings and coordinate all activities with respect to seeking any actions, non-actions, terminations or expirations of waiting periods, consents, approvals or waivers of any governmental entity or third party as contemplated by the merger agreement, and EMC has agreed to use its reasonable best efforts to take such actions as reasonably requested by Denali or Merger Sub in connection with obtaining any such actions, non-actions, terminations or expirations of waiting periods, consents, approvals or waivers. Each party to the merger agreement has agreed to use reasonable best efforts to resolve any objections asserted with respect to the transactions contemplated by the merger agreement under any antitrust law, including using reasonable best efforts to defend any lawsuits or other legal proceedings challenging the merger agreement or the transactions contemplated thereby (including seeking to have any stay or temporary restraining order vacated or reversed).

Denali has agreed that it will not, and will not permit any of its affiliates to, enter into any agreement or transaction or any agreement to effect any transaction that would be reasonably expected to materially delay or materially adversely affect Denali's ability to:

- obtain termination or expiration of the applicable waiting period and all requisite clearances and approvals under the HSR Act and any other antitrust law as promptly as practicable and in any event before December 16, 2016; and
- avoid the entry of the commencement of any action or proceeding seeking the entry of, or effect the dissolution of, any decree, judgment, injunction or other order (whether temporary, preliminary or permanent) that prohibits, prevents or restricts the completion of the transactions contemplated by the merger agreement under the HSR Act or any other antitrust laws.

Denali has agreed to, and to cause its subsidiaries to, propose, negotiate, offer and commit to make any divestitures, assign or hold separate any assets and agree to any other remedy, requirement, obligation, condition or restriction related to the conduct of their or EMC's and its subsidiaries' businesses, to resolve such objections, if any, as any governmental entity or private party may assert under antitrust laws with respect to the transactions contemplated by the merger agreement so as to avoid the entry of any order or establishment of any law preliminarily or permanently restraining, enjoining or prohibiting the transactions contemplated by the merger agreement and to enable the closing to occur before December 16, 2016, unless such actions would, individually or in the aggregate, be materially adverse (determined based on aggregate revenues) to Denali and its subsidiaries (including EMC and its subsidiaries), taken as a whole, after giving effect to the transactions contemplated by the merger agreement. EMC and its subsidiaries agree to make or effect any divestitures, assign or hold separate any assets, or implement any other remedy, requirement, obligation, condition or restriction on the conduct of its and its subsidiaries' business (in each case solely to the extent implementation and effectiveness of such actions are contingent upon the closing of the merger) to resolve any governmental entity's or private party's objections to or concerns about the transactions contemplated by the merger agreement.

Treatment of EMC Equity Awards

The merger agreement provides that the EMC board of directors shall take all actions it determines to be necessary or appropriate to provide that each currently outstanding EMC stock option will become vested and fully exercisable for a reasonable period of time prior to the vesting effective time of the merger. Each EMC stock option that remains outstanding immediately prior to the vesting effective time of the merger will be automatically exercised immediately prior to the vesting effective time of the merger on a net exercise basis, such that shares of EMC common stock with a value equal to the aggregate exercise price and applicable tax withholding reduce the number of shares of EMC common stock otherwise issuable. Each such holder of a net exercised EMC stock option shall thereafter be entitled to receive the merger consideration with respect to the

whole net number of shares of EMC common stock issued upon such net exercise, together with cash in lieu of any fractional shares of EMC common stock.

Except for a limited number of restricted stock units that may be granted following the date of the merger agreement and that will continue in effect as cash awards following the effective time of the merger, the merger agreement also provides that each EMC restricted stock unit that is outstanding immediately prior to the vesting effective time of the merger shall become fully vested immediately prior to the vesting effective time of the merger (with performance vesting units vesting at the target level of performance) and the holder will become entitled to receive the merger consideration with respect to the whole net number of shares of EMC common stock subject to the award (which shall be calculated net of the number of shares withheld in respect of taxes upon the vesting of the award), together with cash in lieu of any fractional shares of EMC common stock.

The merger agreement further provides that, effective as of immediately prior to the vesting effective time of the merger, each then-outstanding share of EMC restricted stock will become fully vested and the restrictions thereon will lapse, and each such share of EMC restricted stock will be cancelled and converted into the right to receive the merger consideration in respect of such share, together with cash in lieu of any fractional shares of EMC common stock.

The merger agreement provides that Denali may agree with individual award recipients to different equity treatment with respect to awards granted prior to the execution of the merger agreement. No such agreements were in effect as of the date of this proxy statement/prospectus. In addition, the merger agreement provides that EMC will reasonably cooperate with Denali and Merger Sub to allow, immediately prior to the vesting effective time of the merger, EMC common stock or EMC equity awards held by certain employees of EMC or its subsidiaries to be contributed to Denali, Merger Sub or their affiliates in exchange for cash awards and/or equity securities of Denali, Merger Sub or their affiliates, with the written agreement of Denali and the holders of such EMC equity awards.

Indemnification and Insurance

Denali has agreed (1) to cause the surviving corporation or an applicable subsidiary to assume and honor the obligations with respect to all rights to indemnification and exculpation from liabilities, including the advancement of expenses, for acts or omissions occurring at or prior to the effective time of the merger now existing in favor of the current or former directors or officers of EMC and its subsidiaries (other than VMware and its subsidiaries) as provided in the EMC articles, the EMC bylaws, the organizational documents of EMC's subsidiaries or any indemnification contract between such directors or officers and EMC or any of its subsidiaries (other than VMware and its subsidiaries), in each case as in effect on the date of the merger agreement, and (2) for six years following the closing date of the merger, to cause the surviving corporation or an applicable subsidiary not to amend, repeal or modify any such provisions in a manner that would adversely affect the rights thereunder of individuals who at the effective time of the merger were current or former directors or officers of EMC or any of its subsidiaries (other than VMware and its subsidiaries).

For a period of six years following the closing date of the merger, Denali has agreed to cause the surviving corporation to, to the fullest extent permitted under applicable law, indemnify and hold harmless (and advance funds in respect of each such person) each current and former director or officer of EMC or any of its subsidiaries (other than VMware and its subsidiaries) and each person who served, at the request of EMC or any of its subsidiaries (other than VMware and its subsidiaries), as a director, officer, member, trustee or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise, such persons referred to herein as insurance indemnitees, to the same extent any such insurance indemnitee would have been entitled prior to the date of the merger agreement under the EMC articles, the EMC bylaws or the organizational documents of EMC's subsidiaries, against any costs or expenses, including the advancement of expenses for reasonable attorneys' fees, judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened action arising out of, relating to or in connection with any

act or omission occurring or alleged to have occurred either before or after the effective time of the merger in connection with such insurance indemnitee's service as a director or officer of, or service as an officer, director, member, trustee or other fiduciary in any other entity at the request or for the benefit of, EMC or any of its subsidiaries (other than VMware and its subsidiaries), including the merger and the other transactions contemplated by the merger agreement.

For six years after the effective time of the merger, Denali has agreed to cause the surviving corporation to maintain in effect EMC's and its subsidiaries' current directors' and officers' liability insurance and fiduciary liability insurance (or other insurance that is no less favorable to the current beneficiaries thereof) in respect of acts or omissions occurring at or prior to the effective time of the merger, covering each person currently covered by EMC's or its subsidiaries' directors' and officers' liability insurance and fiduciary liability insurance policies on terms no less favorable than those of such policies in effect on the date of the merger agreement. However:

- EMC may substitute for the existing policies a single premium tail policy with respect to such directors' and officers' liability insurance and fiduciary liability insurance with policy limits, terms and conditions at least as favorable to the directors and officers covered thereunder as the limits, terms and conditions in the existing policies of EMC and its subsidiaries; or
- if EMC does not substitute for the existing policies as described above, then Denali may substitute therefor policies of Denali (from an insurance carrier with the same or better credit rating as the current insurance carrier of EMC and its subsidiaries) that contain terms with respect to coverage (including as coverage relates to deductibles and exclusions) no less favorable to such directors and officers.

In connection with the above, neither EMC nor Denali will pay a one-time premium in excess of 300% of a specified amount or be obligated to pay annual premiums in excess of a specified amount. The parties have agreed that if such coverage cannot be obtained for such specified amount or less, the surviving corporation will obtain the maximum amount of coverage as may be obtained for such amount.

To the fullest extent permitted under applicable law, from and after the effective time, Denali has agreed to cause the surviving corporation to pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any insurance indemnitee in enforcing the indemnity and other obligations provided in the merger agreement, to the extent that such insurance indemnitee is determined to be entitled to receive such indemnification.

In the event Denali, the surviving corporation or any of their respective successors or assigns (1) consolidates with or merges into any other person or (2) transfers all or substantially all of its properties, rights and assets to any person, then, in each such case, proper provision shall be made so that the successors and assigns of Denali or the surviving corporation, as the case may be, shall assume the obligations set forth above.

Employee Matters

Denali has agreed to cause the surviving corporation and its subsidiaries to, for at least one year following the closing date of the merger, provide to each employee of EMC or its subsidiaries who continues employment following the closing of the merger, referred to as the continuing employees, (1) annual base salary or base wages, as applicable, and cash target incentive compensation opportunities (excluding equity incentives), in each case, that are no less favorable than such annual base salary or base wages, as applicable, and cash target incentive compensation opportunities provided to the continuing employees immediately prior to the closing, (2) severance compensation and benefits to any continuing employee during the year following the closing date of the merger that are no less favorable than the levels of such severance compensation and benefits as in effect under the EMC benefit plans in effect immediately prior to the closing and (3) defined contribution retirement and health and welfare benefits that are no less favorable in the aggregate than those provided to continuing employees under the EMC benefit plans immediately prior to the closing.

Financing

Denali has agreed to use its reasonable best efforts to obtain, or cause to be obtained, the proceeds of the financing necessary to consummate the transactions contemplated by the merger agreement on the terms and conditions described in the debt commitment letter (including as necessary, the "flex" provisions contained in the related fee letter). Denali has agreed not to amend the debt commitment letter except to the extent permitted by the merger agreement or the common stock purchase agreements with the existing Denali stockholder investors without EMC's consent and to promptly notify EMC and use reasonable best efforts to obtain alternative financing if any portion of the financing for the merger becomes, or is reasonably expected to become, unavailable. EMC has agreed to, and to cause its subsidiaries (in general, other than VMware and its subsidiaries) to, and to use reasonable best efforts to cause its representatives to, use reasonable best efforts to provide all cooperation reasonably requested by Denali in connection with the arrangement of the financing of the transactions contemplated by the merger agreement, including by providing certain information and assistance with the marketing of such financing. For additional information regarding the financing of the merger, see "*Proposal 1: Approval of the Merger Agreement—Financing of the Merger*" above and "*—Common Stock Purchase Agreements*" below.

Each of Denali and Dell has agreed to, promptly upon request by EMC, reimburse EMC for all out-of-pocket costs and expenses incurred by EMC or its subsidiaries or their respective representatives in connection with their cooperation with the financing and to indemnify and hold harmless EMC and its subsidiaries and their respective representatives for and against any and all losses actually suffered or incurred by them in connection with the arrangement of the financing or any other financing that Denali may raise in connection with the transactions contemplated by the merger agreement.

Denali Cash on Hand

Each of Denali and Dell has agreed to take all actions required to collectively have available cash on hand in bank accounts located in the United States in an amount no less than $2.95 billion, referred to as the Denali cash on hand, no later than the date the marketing period commences and thereafter at all times until the earliest of (1) the closing of the merger, (2) the termination of the merger agreement in accordance with its terms and (3) the date on which such marketing period is deemed to have not commenced pursuant to the definition thereof so that such period ceases to be the marketing period, except the required amount of Denali cash on hand shall be decreased (but not below zero) by the aggregate amount of indebtedness for borrowed money of Denali or its subsidiaries that is repaid or redeemed by Denali or its subsidiaries before the closing date of the merger that, if outstanding as of the closing date of the merger, would have been required to be repaid, redeemed, discharged or refinanced as required by the debt commitment letter. Each of Denali and Dell has also agreed to cause the Denali cash on hand (after giving effect to any permitted reduction in the amount of Denali cash on hand described in the prior sentence) to be available without restriction no later than the closing date of the merger for the purpose of financing the transactions contemplated by the merger agreement at the effective time of the merger. Denali has agreed to confirm to EMC in writing that Denali and Dell have the Denali cash on hand, with reasonable supporting evidence of the sources thereof, on the marketing period commencement date. Denali shall promptly notify EMC in writing (1) of any permitted reduction in the amount of Denali cash on hand, providing reasonable supporting evidence thereof, and (2) in the event that at any time Denali and Dell do not have the Denali cash on hand (after giving effect to any permitted reduction in the amount of available cash on hand).

Liquidation of Investments; Cash Transfers

Prior to the closing date, subject to compliance with applicable law by EMC and its subsidiaries and subject to certain permitted reductions, EMC has agreed to, and to cause its wholly owned subsidiaries to, (1) sell for cash marketable securities (other than shares of VMware common stock) and cash equivalents held by, or on behalf of or for the benefit of, EMC and/or any of such subsidiaries, and (2) transfer from such subsidiaries, prior to the effective time of the merger, an amount of cash to EMC, such that EMC may (i) make available at the effective time of the merger no less than the Target Amount (as defined below) of cash on hand and (2) use

reasonable efforts to make available at the effective time of the merger any additional cash that exceeds the Target Amount of cash on hand to the extent a specific amount of available cash in excess of the Target Amount of cash on hand is requested in writing by Denali at least 15 days prior to the anticipated expiration of the marketing period. EMC has agreed to make available no less than the Target Amount of cash on hand at the closing to finance the cash payments to be made on the closing date of the merger and to use reasonable efforts to make available any additional available cash pursuant to the terms of the merger agreement.

For purposes of the merger agreement, "Target Amount" means an amount equal to: (1) $4.75 billion; (2) plus, the aggregate amount of any indebtedness for borrowed money of EMC and its subsidiaries (other than VMware and its subsidiaries) (excluding (1) any such indebtedness for borrowed money outstanding between (i) EMC and any wholly-owned subsidiary of EMC or (ii) wholly-owned subsidiaries of EMC and (2) any letters of credit (to the extent undrawn on the closing date of the merger), capital leases, operating leases or similar obligations) incurred between September 30, 2015 and the closing date of the merger, to the extent such indebtedness for borrowed money remains outstanding on the closing date; (3) plus, the aggregate amount, if any, received from VMware prior to the closing of the merger agreement upon any voluntary repayment of the outstanding principal amount of the VMware intercompany notes; and (4) minus, the aggregate amount of any indebtedness for borrowed money of EMC and its subsidiaries (other than VMware and its subsidiaries) repaid or redeemed by EMC and its subsidiaries (other than VMware and its subsidiaries) between September 30, 2015 and the closing date of the merger that, if outstanding as of the closing date of the merger, would have been commercial paper debt or otherwise required to be repaid, redeemed, discharged or refinanced as required by the debt commitment letter. The Target Amount of cash on hand may also be decreased pursuant to an irrevocable written notice delivered by Denali to EMC in accordance with the terms of the merger agreement.

Cooperation with Divestitures

To the extent requested by Denali, EMC has agreed to, and to cause its subsidiaries (other than VMware and its subsidiaries) to, use commercially reasonable efforts to provide assistance with respect to such actions as may be reasonably necessary and reasonably requested by Denali in connection with its pursuit of divestitures of certain businesses of EMC after the closing date of the merger, including (1) assisting Denali in preparation for commencing a sales process with potential purchasers of any of EMC's or its subsidiaries' businesses or other assets, (2) furnishing available materials describing each business that is contemplated to be divested such as sales and marketing materials and internal reports regarding the performance of such businesses, (3) preparing and furnishing financial (including pro forma) information and other pertinent information regarding EMC and its subsidiaries and preparing and furnishing financial statements for such businesses or assets and, if requested, assisting in any audit of such financial statements and in the preparation of pro forma financial information, (4) preparing confidential information memoranda and related presentation and other materials with respect to any such divestitures, (5) assisting with the evaluation and planning of restructuring activities to permit the consummation of such divestitures and (6) participating in a reasonable number of due diligence meetings, presentations and sessions with Denali and its representatives in connection with the foregoing, except that EMC shall not be required to take any action that would be reasonably likely to prevent or delay the completion of the merger. Denali and Dell have agreed to reimburse EMC and its subsidiaries upon demand for all out-of-pocket costs and expenses reasonably incurred by them in taking the actions requested in connection with any such cooperation.

Works Councils

EMC has agreed to, within sixty days of the date of the merger agreement, inform Denali of whether EMC or any of its subsidiaries is bound by any material local or national level collective agreements with trade unions, works councils or other similar employee representative bodies, and provide to Denali copies of any such agreements to the extent that they may impact any party's obligations to inform and/or consult with employees of EMC or any of its subsidiaries or their representatives.

Denali Certificate; By-laws; Tracking Stock Policy Statement

Denali has agreed (1) prior to the effective time of the merger, to cause a new certificate of incorporation to be filed with the Secretary of State of the State of Delaware substantially in the form attached to the merger agreement, except for such amendments or modifications that would not require the consent of the holders of Class V Common Stock voting as a separate class if such amendment or modifications were made following the effective time of the merger, and (2) concurrently with the filing of such certificate of incorporation, to adopt by-laws containing certain provisions specified in an exhibit to the merger agreement and the Denali Tracking Stock Policy in the form attached as an exhibit to the merger agreement.

Company Headquarters

The parties have agreed that for at least ten years following the effective time of the merger, the global headquarters for the combined enterprise systems business of Denali and EMC will be located in the Commonwealth of Massachusetts.

Independent Directors

Denali has agreed, prior to the effective time of the merger, to consult with the chairman of the EMC board of directors concerning the three persons to serve on the Denali board of directors following the effective time of the merger who satisfy the independence requirements of a company listed on the national securities exchange on which the Class V Common Stock will be listed. After such consultation and after being provided with the list of three persons whom Denali desires to serve as the independent directors of Denali, the chairman of the EMC board of directors may within two business days after receiving such list deliver a written notice to Denali that he desires one (but not more than one) of such persons to be taken out of consideration for election as an independent director of Denali. If such a notice is properly delivered, Denali will not designate such person to be elected as an independent director of Denali and will instead determine in its sole discretion, but after consultation with the chairman of the EMC board of directors, the person who will serve as the third independent director of Denali.

Other Covenants and Agreements

The merger agreement contains other covenants and agreements, including covenants related to:

- cooperation between Denali and EMC regarding the preparation of this proxy statement/prospectus;
- adoption of the merger agreement by Denali, as the sole stockholder of merger sub;
- confidentiality and access by each party to certain information about the other party during the period prior to the earlier of the effective time of the merger or the termination of the merger agreement;
- necessary steps in respect of applicable notice or information and consultation requirements regarding any works council, labor agreements and non-U.S. law with respect to non-U.S. employees of EMC or any of its subsidiaries;
- cooperation between Denali and EMC in connection with public announcements;
- adoption of board resolutions exempting individuals who are subject to the reporting requirements of Section 16(a) of the Exchange Act from the application of Rule 16b-3 under the Exchange Act;
- cooperation between Denali and EMC in the defense or settlement of any litigation relating to the merger;
- the use of reasonable best efforts by Denali to cause the shares of Class V Common Stock to be issued in the merger to be approved for listing on the NYSE or Nasdaq, subject to official notice of issuance, prior to the effective time of the merger;
- avoiding the application of state or other takeover laws;
- causing the shares of EMC common stock to be de-listed from the NYSE and deregistered under the Exchange Act;

- cooperation regarding integration planning following the closing of the merger;
- delivery of payoff letters in respect of existing EMC indebtedness; and
- cooperation regarding tax treatment of the merger and the transactions contemplated by the merger agreement, the preparation of tax opinions to be delivered at the closing and the amendment of the tax sharing agreement entered into between EMC and VMware.

Conditions to the Merger

Conditions to Denali's and EMC's Obligations to Complete the Merger

The obligations of each of Denali and EMC to effect the merger are subject to the satisfaction or waiver of the following conditions:

- the approval of the merger agreement by EMC shareholders;
- the absence of any law, order, judgment or other legal restraint by a court or other governmental entity that makes illegal or prohibits the completion of the merger;
- the termination or expiration of any applicable waiting period under the HSR Act and any other antitrust law of certain other jurisdictions, and all consents under any such other antitrust law having been obtained; and
- the SEC having declared effective the registration statement of which this proxy statement/prospectus forms a part.

Conditions to Denali's Obligation to Complete the Merger

The obligation of Denali to effect the merger is subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of EMC related to EMC's capital structure, indebtedness, corporate power, authority, execution and delivery and enforceability and broker's fees and expenses being true and correct in all material respects (which, as it relates to representations and warranties covering the number of outstanding shares of EMC common stock, EMC equity awards or outstanding indebtedness of EMC and its subsidiaries, means that there are no inaccuracies in such representations and warranties that would result in the sum of (1) the increase in the aggregate merger consideration required to be paid to EMC shareholders or holders of EMC equity awards following the closing of the merger and (2) the increase in the aggregate outstanding principal amount of indebtedness for borrowed money of EMC and its subsidiaries, exceeding $275,000,000) as of the date of the merger agreement and as of the closing date of the merger (except to the extent such representations and warranties expressly relate to an earlier date, in which case, as of such earlier date);
- the representations and warranties of EMC related to EMC not having suffered a material adverse effect since January 1, 2015, and the required vote of EMC shareholders to approve the merger agreement being true in all respects as of the date of the merger agreement and as of the closing date of the merger;
- each other representation and warranty of EMC being true and correct (without giving effect to any limitations as to "materiality" or "material adverse effect") as of the date of the merger agreement and as of the closing date of the merger (except to the extent expressly relate to a specified date, in which case, as of such specified date), except where the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect;
- EMC having performed in all material respects all obligations required to be performed by it under the merger agreement at or prior to the closing of the merger, and having performed in all respects the obligation to make available a certain amount of cash prior to the closing;

- the absence of a material adverse effect since the date of the merger agreement;
- the receipt of a certificate executed by the chief executive officer or chief financial officer of EMC certifying that the five preceding conditions have been satisfied; and
- Denali having received a tax opinion from Simpson Thacher & Bartlett LLP regarding the U.S. federal income tax treatment of the merger and the Class V Common Stock and a copy of the tax opinion delivered to EMC referred to below.

Conditions to EMC's Obligation to Complete the Merger

The obligation of EMC to effect the merger is subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of Denali, Dell and Merger Sub related to the Class V Common Stock and solvency being true and correct in all material respects as of the date of the merger agreement and as of the closing date of the merger;
- the representations and warranties of Denali, Dell and Merger Sub related to Denali's and Dell's financial statements being true and correct (without giving effect to any limitations as to "materiality" or "parent material adverse effect") as of the date of the merger agreement and as of the date of the closing of the merger (except to the extent expressly related to a specified date, in which case as of such specified date), except where the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a parent material adverse effect;
- all other representations and warranties of Denali, Dell and Merger Sub being true and correct (without giving effect to any limitations as to "materiality") as of the date of the merger agreement and as of the date of the closing of the merger (except to the extent expressly relate to an earlier date, in which case as of such earlier date), except for such failures to be so true and correct, individually or in the aggregate, that have not prevented, and would not reasonably be expected to prevent the ability of Denali, Dell or Merger Sub to consummate the merger and the other transactions contemplated by the Merger Agreement;
- Denali, Dell and Merger Sub having performed in all material respects all obligations required to be performed by them under the merger agreement at or prior to the closing of the merger, and having performed in all respects the obligation to make available the Denali cash on hand prior to the closing of the merger;
- the receipt of a certificate executed by an executive officer of Denali certifying that the four preceding conditions have been satisfied;
- EMC having received a tax opinion from Skadden, Arps, Slate, Meagher & Flom LLP regarding the U.S. federal income tax treatment of the merger and the Class V Common Stock and a copy of the tax opinion delivered to Denali referred to above; and
- the approval for listing by the NYSE or Nasdaq, subject to official notice of issuance, of the Class V Common Stock.

Termination

The merger agreement may be terminated at any time prior to the effective time of the merger, whether before or after the receipt of the EMC shareholder approval, under the following circumstances:

- by mutual written consent of Denali and EMC;
- by either Denali or EMC:
  - if the merger is not completed on or before December 16, 2016, referred to as the outside date, except that no party may terminate the merger agreement if the merger is not completed by the

outside date if such party's material breach of its representations, warranties or covenants in the merger agreement has been the principal cause of the failure of the merger to be completed on or before the outside date;

- if any governmental entity of competent jurisdiction located in the United States or certain other jurisdictions where the parties conduct business has adopted, enacted, issued, entered or promulgated, enforced or deemed applicable to the merger any law that prohibits or makes permanently illegal the completion of the merger or issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the merger, and such order, decree, ruling or action shall have become final and nonappealable, except that no party may terminate the merger agreement due to such law or action if such party's material breach of the merger agreement was the principal cause of such action;
- if EMC shareholders vote on and fail to approve the merger agreement at the EMC special meeting;
- if the other party breaches or fails to perform any of its representations, warranties, covenants or agreements in the merger agreement, which breach or failure to perform would give rise to the failure of a condition to the terminating party's obligations to effect the merger and is not capable of being cured by the date that is three business days before the outside date or, if capable of being cured, is not cured until the earlier of (1) three business days before the outside date and (2) within thirty calendar days following receipt of written notice of such breach of failure to perform from the non-breaching party, except that no party may terminate the merger agreement for such reason if such party is then in material breach of the merger agreement so as to cause any of the conditions to effect the merger in favor of the non-breaching party not to be capable of being satisfied;

- by Denali:
  - if (1) the EMC board of directors or any committee thereof shall have made a change of recommendation, (2) EMC shall have willfully and materially breached or willfully and materially failed to perform in any material respect its obligations or agreements with respect to the solicitation of alternative acquisition proposals or its obligation to convene the special meeting, (3) EMC shall have failed to include its recommendation that EMC shareholders vote "for" the approval of the merger agreement in this proxy statement/prospectus, (4) an alternative acquisition proposal has been publicly announced and the EMC board of directors has failed to issue a press release that expressly reaffirms its recommendation that EMC shareholders vote for the approval of the merger agreement within ten business days of receipt of a written request by Denali to provide such reaffirmation, (5) any tender offer or exchange offer is commenced with respect to the outstanding shares of EMC common stock, and the EMC board of directors shall not have recommended that EMC's shareholders reject such tender offer or exchange offer and not tender their EMC common stock into such tender offer or exchange offer within ten business days after commencement of such tender offer or exchange offer, or (6) EMC or the EMC board of directors (or any committee thereof) shall have resolved to, or publicly announced its intention to, take any of the foregoing actions;
- by EMC:
  - if, at any time prior to approval of the merger agreement by EMC's shareholders (but after expiration of the five business day period following EMC's notice to Denali of EMC's intention to make a change of recommendation), (1) the EMC board of directors determines, in response to an acquisition proposal from a person that is not an affiliate of EMC, after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation, that such acquisition proposal is a superior proposal and that, after consultation with its outside legal advisors, the failure to terminate the merger agreement would be inconsistent with its fiduciary duties under applicable law, (2) EMC has complied in all material respects with its obligations with respect to the solicitation of alternative acquisition proposals, (3) EMC executes an

alternative acquisition agreement with respect to such superior proposal concurrently with EMC's termination of the merger agreement and (4) EMC concurrently with its termination of the merger agreement pays to Denali the EMC termination fee (as defined below); or

- if (1) all of the conditions to Denali's obligation to effect the merger have been satisfied or (to the extent permitted by law) waived (other than those conditions that, by their nature, cannot be satisfied until the closing of the merger so long as such conditions would be satisfied if the closing date of the merger were the date of termination of the merger agreement) at the time the closing of the merger is required to occur pursuant to the merger agreement, (2) EMC has irrevocably notified Denali in writing that all of the conditions to EMC's obligation to effect the merger have been satisfied (other than those conditions that, by their nature, cannot be satisfied until the closing of the merger so long as such conditions would be satisfied if the closing date of the merger were the date of such notice of termination of the merger agreement) or that EMC is waiving any such unsatisfied conditions for the purpose of consummating the closing of the merger, and that EMC is ready, willing and able to consummate the closing of the merger and will consummate the closing of the merger if Denali and Merger Sub do) and (3) Denali and Merger Sub fail to complete the closing of the merger within three business days following the later of the date the closing of the merger was required to occur pursuant to the merger agreement and the date of receipt of such notice from EMC.

Effect of Termination

If the merger agreement is validly terminated, it will become void and have no effect, without any liability or obligation on the part of any party, except that (1) no such termination will relieve EMC from any liability for damages for fraud or willful and material breach by EMC of the merger agreement, up to a maximum aggregate amount of $4 billion, suffered by Denali, Dell or Merger Sub and (2) certain provisions of the merger agreement, including those relating to fees and expenses, effects of termination, governing law, jurisdiction, waiver of jury trial and specific performance will continue in effect notwithstanding termination of the merger agreement.

Termination Fees

Except as expressly provided in the merger agreement, each party will pay all fees and expenses incurred by it in connection with the merger agreement and the transactions contemplated by the merger agreement. However, upon a termination of the merger agreement, a party may become obligated to pay to the other party a termination fee, in the following circumstances:

EMC will be obligated to pay a termination fee, referred to as the EMC termination fee, of $2.5 billion to Denali if:

- the merger agreement is terminated by Denali at a time when (1) the EMC board of directors or any committee thereof shall have made a change of recommendation, (2) EMC shall have willfully and materially breached or willfully and materially failed to perform in any material respect its obligations or agreements with respect to the solicitation of alternative acquisition proposals or its obligation to convene the special meeting, (3) EMC shall have failed to include its recommendation that EMC shareholders vote for the approval of the merger agreement in this proxy statement/prospectus, (4) an alternative acquisition proposal has been publicly announced and the EMC board of directors has failed to issue a press release that expressly reaffirms its recommendation that EMC shareholders vote for the approval of the merger agreement within ten business days of receipt of a written request by Denali to provide such reaffirmation, (5) any tender offer or exchange offer is commenced with respect to the outstanding shares of EMC common stock, and the EMC board of directors shall not have recommended that EMC's shareholders reject such tender offer or exchange offer and not tender their EMC common stock into such tender offer or exchange offer within ten business days after commencement of such tender offer or exchange offer, or (6) EMC or the EMC board of directors (or any committee thereof) shall have resolved to, or publicly announced its intention to, take any of the foregoing actions;

- the merger agreement is terminated by EMC where the merger is not completed on or before December 16, 2016, at a time when Denali was permitted to terminate the merger agreement as set forth in the immediately preceding bullet;
- the merger agreement is terminated by EMC at any time prior to approval of the merger agreement by EMC's shareholders (but after expiration of the five business day period following EMC's notice to Denali of EMC's intention to make a change of recommendation), where (1) the EMC board of directors has determined, in response to an acquisition proposal from a person that is not an affiliate of EMC, after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation, that such acquisition proposal is a superior proposal and that, after consultation with its outside legal advisors, the failure to terminate the merger agreement would be inconsistent with its fiduciary duties under applicable law, (2) EMC has complied in all material respects with its obligations with respect to the solicitation of alternative acquisition proposals and (3) EMC has executed an alternative acquisition agreement with respect to such superior proposal concurrently with EMC's termination of the merger agreement, except that, if such alternative acquisition agreement providing for a superior proposal was entered into prior to 11:59 p.m. (Eastern Time) on December 11, 2015, then the EMC termination fee shall instead be $2 billion; or
- an alternative acquisition proposal has been made to EMC or directly to the EMC shareholders or otherwise has become publicly known or any person has publicly announced an intention to make an acquisition proposal and the merger agreement is terminated (1) by Denali or EMC where the EMC shareholders have voted on and failed to approve the merger agreement at the special meeting or (2) by Denali where EMC has breached or failed to perform any of its representations, warranties, covenants or agreements in the merger agreement, which breach or failure to perform would give rise to the failure of a condition to Denali's obligations to effect the merger and is not capable of being cured by the date that is three business days before the outside date or, if capable of being cured, is not cured until the earlier of (1) three business days before the outside date and (2) within thirty calendar days following receipt of written notice of such breach of failure to perform from Denali, and, within 12 months of such termination, EMC enters into a definitive agreement for an alternative acquisition proposal or consummates the transactions contemplated by an alternative transaction proposal, except that references to 20% in the definition of alternative acquisition proposal will be deemed to be references to 50% and references to "or any significant subsidiary of EMC" and "or any of its significant subsidiaries" shall be deemed to refer only to VMware.

If the merger agreement is terminated (1) by EMC or Denali where the EMC shareholders have voted on and failed to approve the merger agreement at the special meeting or (2) by Denali where EMC has breached or failed to perform any of its representations, warranties, covenants or agreements in the merger agreement, which breach or failure to perform would give rise to the failure of a condition to Denali's obligations to effect the merger and is not capable of being cured by the date that is three business days before the outside date or, if capable of being cured, is not cured until the earlier of (1) three business days before the outside date and (2) within thirty calendar days following receipt of written notice of such breach of failure to perform from Denali, then EMC will reimburse Denali for all reasonable out-of-pocket expenses (including all fees and expenses of counsel, accountants, investment banks, advisors and consultants to Denali, Merger Sub or their respective affiliates, and all out-of-pocket fees and expenses of financing sources for which Denali, Merger Sub or their affiliates may be responsible) incurred by Denali, Merger Sub or their respective affiliates in connection with the merger agreement and the transactions contemplated thereby, up to an aggregate maximum amount of $50 million.

Denali and Dell will be obligated to pay a termination fee, referred to as the reverse termination fee, of $4 billion to EMC if:

- the merger agreement is terminated by EMC due to a breach of covenants by Denali, Dell or Merger Sub or due to a breach of their representations and warranties related to the financing of the transactions contemplated by the merger agreement or the Class V Common Stock, which breach would give rise to the failure of a condition to EMC's obligations to effect the merger and is not

capable of being cured by the date that is three business days before the outside date or, if capable of being cured, is not cured until the earlier of (1) three business days before the outside date and (2) within thirty calendar days following receipt of written notice of such breach of failure to perform from EMC;

- the merger agreement is terminated by EMC in a circumstance where all of the conditions to Denali's obligation to complete the merger have been satisfied or (to the extent permitted by law) waived (other than those conditions that, by their nature, cannot be satisfied until the closing so long as such conditions would be satisfied if the closing date were the date of termination of the merger agreement) at the time the closing is required to occur pursuant to the merger agreement, and, subject to the terms and conditions set forth in the merger agreement regarding such termination, Denali and Merger Sub fail to complete the closing as required by the merger agreement, except that if merger agreement is terminated by EMC as described in this paragraph and at such time (1) EMC has made available the Target Amount of cash on hand that EMC is required to make available under the merger agreement and has otherwise complied with its obligations relating to making such cash available (see "*—Liquidation of Investments; Cash Transfers*"), (2) the financing sources for Denali's debt financing have confirmed that the debt financing will be funded in accordance with the terms thereof at the closing of the merger (assuming the substantially concurrent funding of Denali's equity financing under the common stock purchase agreements with the existing Denali stockholder investors and the availability of the target amount of cash on hand to be made available by EMC and Denali), and (3) Denali and Dell do not make available the amount of Denali cash on hand to be made available by Denali for the purpose of financing the transactions contemplated by the merger agreement, then the reverse termination fee payable by Dell shall instead be $6 billion; or
- the merger agreement is terminated by Denali where the merger was not completed by the outside date in circumstances where EMC would have been entitled to terminate the merger agreement due to a breach of covenants by Denali, Dell or Merger Sub or due to a breach of the representations and warranties of Denali, Dell or Merger Sub related to the financing of the transactions contemplated by the merger agreement or the Class V Common Stock, which breach would give rise to the failure of a condition to EMC's obligations to effect the merger as described in the first bullet of this sentence.

For example, Denali would be obligated to pay the reverse termination fee to EMC as required by the second bullet immediately above if the merger agreement is terminated by EMC because Denali and Merger Sub fail to complete the closing as required by the merger agreement solely as a result of Denali's failure to obtain its debt financing.

Amendment and Waiver

Amendment

The merger agreement may be amended solely by an instrument in writing signed on behalf of each of the parties, either before or after the shareholders of EMC have approved the merger agreement, except that after such shareholder approval has been obtained, no amendment may be made that by law requires further approval of EMC shareholders, unless such required approval has been obtained.

Waiver

At any time prior to the effective time of the merger, the parties may:

- extend the time for the performance of any of the obligations or other acts of the other parties;
- to the extent permitted by applicable law, waive any inaccuracies in the representations and warranties contained in the merger agreement or in any document delivered pursuant to the merger agreement; or
- to the extent permitted by applicable law, waive compliance with any of the agreements or conditions contained in the merger agreement.

Specific Performance; Governing Law and Jurisdiction; Third-Party Beneficiaries

Specific Performance

The parties to the merger agreement are entitled to an injunction or injunctions to prevent breaches or threatened breaches of the merger agreement and to enforce specifically the terms and provisions of the merger agreement, in addition to any other remedy to which the parties are entitled at law or in equity, except that EMC will be entitled to specific performance to cause the full funding of the equity financing for the merger under the common stock purchase agreements with the existing Denali stockholder investors and to cause Denali and Merger Sub to complete the merger, if and only if:

- all of the conditions to Denali and Merger Sub's obligation to complete the merger contained in the merger agreement have been satisfied (other than those conditions that by their nature are to be satisfied at the closing so long as such conditions are capable of being satisfied at such time if specific performance was granted) at the time the closing was required to occur pursuant to the merger agreement;
- Denali and Merger Sub have failed to complete the closing following the date the closing of the merger is required to occur under the merger agreement;
- The debt financing has been funded or the debt financing sources have confirmed that the debt financing will be funded in accordance with the terms thereof at the closing of the merger; and
- EMC has irrevocably confirmed to Denali in writing that it is ready, willing and able for the closing of the merger to occur if specific performance is granted and the debt financing for the merger is funded.

Governing Law and Jurisdiction

The merger agreement is governed by the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction. Notwithstanding the foregoing, claims and actions that may be based upon, arise out of or relate to the debt financing for the merger or involve the financing sources for the debt financing are governed by the laws of the State of New York.

The parties have agreed to bring any action or proceeding with respect to the merger agreement, including the recognition and enforcement of any judgment in respect of the merger agreement, exclusively in the Business Litigation Session of the Superior Court of the Commonwealth of Massachusetts for Suffolk County, Massachusetts (of if such court does not have jurisdiction, any state court located within the Commonwealth of Massachusetts, or if those courts do not have jurisdiction then any federal court of the United States located within the Commonwealth of Massachusetts).

The parties have agreed to bring any action against the financing sources for the debt financing relating to the merger and the transactions contemplated by the merger agreement, including any dispute relating to the debt commitment letter, in the state or federal courts sitting in the Borough of Manhattan in the City of New York.

Third-Party Beneficiaries

Except as expressly provided in the merger agreement, the merger agreement is not intended to and does not confer upon any person other than the parties thereto any rights or remedies.

Common Stock Purchase Agreements

Concurrently with the execution of the merger agreement, Denali entered into common stock purchase agreements, referred to as the common stock purchase agreements, with (1) Silver Lake Partners III, L.P. and Silver Lake Partners IV, L.P., referred to as the SLP investors, (2) Michael S. Dell and the Susan Lieberman Dell

Separate Property Trust, referred to as the MD investors, (3) MSDC Denali Investors, L.P. and MSDC Denali EIV, LLC, referred to as the MSD Partners investors and, together with the MD investors and the SLP investors, the existing Denali stockholder investors, and (4) Temasek and, together with the existing Denali stockholder investors, the common stock investors, pursuant to which the common stock investors agreed to purchase common stock of Denali on the closing date of the merger for an aggregate purchase price of up to $4.25 billion.

Share Purchase Commitments

Under the terms of the applicable common stock purchase agreement and subject to the following paragraph, on the closing date of the merger, (i) the SLP investors will purchase from Denali up to 37,797,228 shares of Denali Class B Common Stock, (ii) the MD investors will purchase from Denali up to 109,748,740 shares of Denali Class A Common Stock, (iii) the MSD Partners investors will purchase from Denali up to 6,999,487 shares of Denali Class A Common Stock and (iv) Temasek will purchase from Denali 18,181,818 shares of Denali Class C Common Stock. The per-share price to be paid by each of the common stock investors for such shares of common stock will be $27.50. Certain of the common stock investors have agreed to purchase shares of non-voting Class D Common Stock instead of voting common stock if certain approvals and clearances under antitrust law are not obtained.

Under the common stock purchase agreements with the existing Denali stockholder investors, the existing Denali stockholder investors have agreed to purchase common stock of Denali on the closing date of the merger for an aggregate purchase price of up to $4.25 billion. However, each agreement contains provisions pursuant to which the number of shares to be purchased, and the aggregate purchase price to be paid by such investors for their respective shares of common stock, may be reduced under certain circumstances. To the extent that the purchase by Temasek of its shares of Class C Common Stock is consummated, the number of shares to be purchased by each of the existing Denali stockholder investors under the applicable common stock purchase agreement and the aggregate purchase price to be paid by such investors will be reduced on a *pro rata* basis based on each such investor's commitment. In addition, in the event that the proceeds from the sale of shares to the existing Denali stockholder investors are not required in full to finance the merger, refinance certain existing indebtedness and pay fees and expenses related thereto, Denali has the right to reduce the number of shares to be purchased by each of the existing Denali stockholder investors on a *pro rata* basis. The MSD Partners investors may assign all or a portion of their obligation to purchase Denali Class A Common Stock to the MD investors or affiliated investment funds or co-investors, and each of the MD investors may assign (1) all or a portion of its obligation to purchase Denali Class A Common Stock to certain permitted transferees specified in the Denali stockholders agreement or co-investors and (2) up to 50% of its obligation to purchase Denali Class A Common Stock to the MSD Partners investors or MSD Partners' affiliated investment funds or co-investors. Such an assignment will not relieve the MSD Partners investors or the MD investors of their respective obligations under the applicable common stock purchase agreement except to the extent that an assignee actually purchases shares of Denali and fully pays the cash purchase price to Denali at the closing of the merger.

Representations and Warranties

Each common stock purchase agreement contains representations and warranties made by Denali to the applicable common stock investors and the applicable common stock investors to Denali. The representations and warranties made by Denali to the respective common stock investors include representations and warranties with respect to:

- incorporation and good standing;
- capital structure and outstanding equity;
- authority to execute, deliver and perform its obligations under, and to complete the transactions contemplated by, the common stock purchase agreement;

- due authorization and valid issuance of the shares to be purchased by the common stock investors;
- governmental authorizations, absence of conflicts with, or violations of, organizational documents, applicable law and certain contracts as a result of Denali entering into the common stock purchase agreements;
- financial statements and absence of certain contingent liabilities;
- absence of certain litigation and investigations; and
- compliance with certain laws.

The representations made by the common stock investors to Denali include, as applicable, representations and warranties with respect to:

- organization and good standing;
- authority to execute, deliver and perform their respective obligations under, and to complete the transactions contemplated by, the common stock purchase agreements;
- governmental authorizations, absence of conflicts with, or violations of, organizational documents, applicable law and certain contracts as a result of such investor entering into the common stock purchase agreements; and
- financial capacity to consummate the purchase of the shares.

Covenants

Denali and the common stock investors have agreed to certain covenants in each of the common stock purchase agreements that govern the actions of the parties between the date of the applicable common stock purchase agreement and the closing date of the merger. The covenants regarding Denali's and the applicable common stock investor's activities include obligations and restrictions with respect to:

- as applicable, making antitrust filings deemed necessary and related matters;
- Denali declaring or paying dividends on, or its repurchase of, its shares of capital stock;
- the due authorization and valid issuance by Denali of the shares;
- the filing of the Denali certificate with the Secretary of State of the State of Delaware;
- the waiver of any rights the existing Denali stockholder investors have with respect to the issuance of shares of common stock under any applicable stockholders agreement between the applicable existing Denali stockholder investor and Denali; and
- a reduction of the per-share purchase price, if Denali issues common stock (other than issuances of Class V Common Stock and certain other exceptions) at a price per share that is lower than the price to be paid by the common stock investor under the common stock purchase agreement, in which case, for each common stock investor, the number of shares to be purchased by such common stock investor shall be increased so that the aggregate purchase price to be paid by such common stock investor does not change (except in the case of Temasek, in which case the number of shares to be purchased shall be maintained so that the aggregate purchase price to be paid by Temasek shall be correspondingly reduced).

Denali and Temasek have also agreed to certain additional obligations and restrictions in their common stock purchase agreement, including with respect to:

- communications to the general public regarding the merger agreement and related financing;
- disclosure of confidential information regarding Denali and the merger;

- restrictions on the acquisition by Temasek or its affiliates of EMC or VMware or the shares of either of them;
- entering into a registration rights agreement and a stockholders' agreement at the closing; and
- voting the shares to be purchased by such investor in the same way as all other votes cast in connection with certain amendments to the Denali certificate.

Conditions to Closing

The obligation of Denali to consummate the issuance and sale of shares under each of the common stock purchase agreements is subject to the substantially simultaneous closing of the merger.

The respective obligations of each of the existing Denali stockholder investors to consummate the purchase of shares under the applicable common stock purchase agreement on the closing date of the merger is subject to the satisfaction (or waiver by the applicable investor) of the following conditions:

- the satisfaction or waiver of the conditions to Denali's obligation to complete the merger;
- the filing and effectiveness of the Denali certificate; and
- the substantially simultaneous closing of the merger.

The obligation of Temasek to consummate the purchase of shares under its common stock purchase agreement on the closing date of the merger is subject to the satisfaction (or waiver by Temasek) of the following additional conditions:

- the representations and warranties of Denali relating to incorporation and standing, due authorization of the common stock purchase agreement and the shares and valid issuance of the shares being true and correct in all material respects (unless qualified as to materiality, in which case such representations or warranties shall be true and correct in all respects), as of the date of the common stock purchase agreement with Temasek and as of the closing date of the merger;
- the performance by Denali in all material respects of its obligations under the common stock purchase agreement with Temasek at or prior to the closing date of the merger;
- Denali shall not have entered into any amendment or modification of the merger agreement (or knowingly waived a condition thereunder) in a manner materially adverse to the interests of Temasek in its capacity as a holder of the shares;
- receipt by Denali of financing in an amount sufficient to complete the merger;
- the filing of the Denali certificate;
- the delivery to Temasek of a certificate by an executive officer of Denali certifying that immediately after the closing of the share purchase the closing of the merger will occur in accordance with the merger agreement; and
- the execution of a stockholders' agreement and a registration rights agreement by Denali and the existing Denali stockholder investors.

The obligation of Denali to consummate the purchase of shares under the common stock purchase agreement with Temasek on the closing date of the merger is subject to the satisfaction (or waiver by Denali) of the following additional conditions:

- The representations and warranties of Temasek being true and correct in all material respects (unless qualified as to materiality, in which case such representations or warranties shall be true and correct in all respects), as of the date of the common stock purchase agreement with Temasek and as of the closing date of the merger;

- the performance by Temasek in all material respects of its obligations under the common stock purchase agreement with Temasek at or prior to the closing date of the merger; and
- the execution of a stockholders' agreement and a registration rights agreement by Temasek and the existing Denali stockholder investors.

Termination of the Common Stock Purchase Agreements

Each common stock purchase agreement may be terminated by either party at any time if the closing of the merger does not occur on or before the outside date under the merger agreement (through no fault of Denali and its representatives in the case of termination by Denali of the agreement with Temasek), and will terminate automatically upon termination of the merger agreement. The common stock purchase agreement with Temasek also provides that such agreement may be terminated by any party thereto if Denali enters into an amendment to the merger agreement (or knowingly waives any condition thereunder) in a manner that is materially adverse to the interests of Temasek in its capacity as a holder of shares, without Temasek's consent.

EMC's Rights Under the Common Stock Purchase Agreements

EMC is an express third-party beneficiary of the common stock purchase agreements entered into between Denali and each of the existing Denali stockholder investors, with the right to seek and obtain injunctive relief or specific performance to cause the applicable investor to fund the amount such investor is obligated to pay under the applicable agreement. The common stock purchase agreements between Denali and the existing Denali stockholder investors may not be amended or waived without EMC's prior written consent if such amendment or waiver would require EMC's prior written consent under the merger agreement (which requires prior written consent of EMC for any amendment or waiver of any provision or remedy under the common stock purchase agreements). EMC is not a third-party beneficiary of the common stock purchase agreement with Temasek.

Specific Performance

The parties to the common stock purchase agreements have agreed that irreparable damage would occur and that the parties would not have any adequate remedy at law if any of the provisions of the applicable common stock purchase agreement were not performed in accordance with their specific terms or were otherwise breached, and have accordingly agreed that they will be entitled to an injunction or injunctions to prevent breaches of the applicable agreement and to enforce specifically the terms and provisions thereof, without proof of actual damages or otherwise.

PROPOSAL 2: NON-BINDING, ADVISORY VOTE ON COMPENSATION OF NAMED EXECUTIVE OFFICERS

Section 14A of the Exchange Act, which was enacted as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, requires that EMC provide its shareholders with the opportunity to vote to approve, on an advisory, non-binding basis, the "golden parachute" compensation arrangements for the named executive officers of EMC, as disclosed in the table and accompanying footnotes in the section entitled "*Proposal 1: Approval of the Merger Agreement—Interests of Certain EMC Directors and Officers—Golden Parachute Compensation*."

EMC is asking its shareholders to indicate their approval of the various change of control payments and equity acceleration which the named executive officers of EMC will or may be eligible to receive in connection with the transaction. These payments are set forth in the table accompanying footnotes in the section entitled "*Proposal 1: Approval of the Merger Agreement—Interests of Certain EMC Directors and Officers—Golden Parachute Compensation*." The various plans and arrangements pursuant to which these compensation payments may be made have previously formed part of EMC's overall compensation program for its named executive officers, which has been disclosed to EMC's shareholders, including as required in the Compensation Discussion and Analysis and related sections of EMC's annual proxy statements. EMC is seeking approval of the following resolution:

> "RESOLVED, that the shareholders of EMC approve, on an advisory, non-binding basis, the golden parachute compensation which may be paid to the named executive officers of EMC in connection with the transaction, as disclosed pursuant to Item 402(t) of Regulation S-K in the table and accompanying footnotes in the section entitled "*Proposal 1: Approval of the Merger Agreement—Interests of Certain EMC Directors and Officers—Golden Parachute Compensation*."

EMC shareholders should note that this proposal is regarding an advisory vote which will not be binding on EMC, its board of directors or Denali. Further, the underlying plans and arrangements are contractual in nature and not, by their terms, subject to shareholder approval. Accordingly, regardless of the outcome of the advisory vote, if the transaction is completed, the eligibility of the named executive officers of EMC for such payments and benefits will not be affected by the outcome of the advisory vote.

The affirmative vote of a majority of the votes cast, in person or by proxy, at the special meeting is required to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by EMC to its named executive officers in connection with the merger.

THE EMC BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT EMC SHAREHOLDERS VOTE "FOR" THE NON-BINDING PROPOSAL APPROVING COMPENSATION TO THE EMC NAMED EXECUTIVE OFFICERS RELATED TO THE TRANSACTION.

PROPOSAL 3: ADJOURNMENT OF SPECIAL MEETING OF EMC SHAREHOLDERS

EMC shareholders are being asked to approve a proposal that will give the EMC board of directors authority to adjourn the special meeting one or more times, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement at the time of the special meeting.

If this proposal is approved, the special meeting could be adjourned to any date permitted by the EMC bylaws. If the special meeting is adjourned, EMC shareholders who have already submitted their proxies will be able to revoke them at any time prior to their use. If you sign and return a proxy and do not indicate how you wish to vote on any proposal, or if you indicate that you wish to vote in favor of the proposal to approve the merger agreement but do not indicate a choice on the adjournment proposal, your shares of EMC common stock will be voted in favor of the adjournment proposal.

Whether or not a quorum is present, the affirmative vote of a majority of the votes cast, in person or by proxy, at the special meeting is required to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve the merger agreement.

THE EMC BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT EMC SHAREHOLDERS VOTE "FOR" THE APPROVAL OF THE ADJOURNMENT OF THE SPECIAL MEETING, IF NECESSARY OR APPROPRIATE, TO SOLICIT ADDITIONAL PROXIES IF THERE ARE NOT SUFFICIENT VOTES TO APPROVE THE MERGER AGREEMENT.

DENALI UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

The unaudited pro forma condensed combined statement of loss for the year ended January 29, 2016 combines the historical consolidated statements of income (loss) of Denali and EMC, giving effect to the merger and related financing transactions as if they had occurred on January 31, 2015, the first day of the fiscal year ended January 29, 2016. The unaudited pro forma condensed combined statement of loss for the year ended January 29, 2016 and the unaudited pro forma condensed statements of loss for the year ended January 30, 2015, the successor period from October 29, 2013 through January 31, 2014, and the predecessor period from February 2, 2013 through October 28, 2013 additionally reflect the anticipated disposition of Dell Services, which will be accounted for as discontinued operations, as if it had occurred on February 2, 2013, the first day of the earliest fiscal period presented. The unaudited pro forma condensed combined statement of financial position as of January 29, 2016 combines the historical consolidated statements of financial position of Denali and EMC, giving effect to the merger, related financing transactions, and anticipated disposition of Dell Services as if they had occurred on January 29, 2016. The historical consolidated financial information has been adjusted in the unaudited pro forma condensed combined financial statements to give effect to pro forma events that are (i) directly attributable to the merger or anticipated disposition, (ii) factually supportable, and (iii) with respect to the statements of income, expected to have a continuing impact on the combined company's results. The unaudited pro forma condensed combined financial statements should be read in conjunction with the accompanying notes to the unaudited pro forma condensed combined financial statements. In addition, the unaudited pro forma condensed combined financial information was based on, and should be read in conjunction with, the following historical consolidated financial statements and accompanying notes, which are included elsewhere or incorporated by reference in this proxy statement/prospectus:

- separate historical consolidated financial statements of Denali as of, and for the year ended, January 29, 2016, and the related notes; and
- separate historical consolidated financial statements of EMC as of, and for the year ended, December 31, 2015, and the related notes included in EMC's Annual Report on Form 10-K for the year ended December 31, 2015.

The unaudited pro forma adjustments are based upon available information and certain assumptions that Denali believes are reasonable under the circumstances. The unaudited pro forma condensed combined financial information has, as it relates to the EMC acquisition, been prepared by Denali using the acquisition method of accounting in accordance with GAAP. Denali has been treated as the acquirer in the merger for accounting purposes. The acquisition accounting is dependent upon certain valuation and other studies that have yet to commence or progress to a stage where there is sufficient information for a definitive measurement. Under the HSR Act and other relevant laws and regulations, before the completion of the merger, there are significant limitations regarding what Denali can learn about EMC. Accordingly, the assets and liabilities of EMC have been measured based on various preliminary estimates using assumptions that Denali believes are reasonable based on information that is currently available to it. Differences between these preliminary estimates and the final acquisition accounting will occur, and those differences could have a material impact on the accompanying unaudited pro forma condensed combined financial statements and the combined company's future results of operations and financial position. The unaudited pro forma adjustments are preliminary and have been made solely for the purpose of providing unaudited pro forma condensed combined financial statements prepared in accordance with the rules and regulations of the SEC.

The unaudited pro forma condensed combined financial information is presented for informational purposes only. The unaudited pro forma condensed combined financial information does not purport to represent what the combined company's results of operations or financial condition would have been had the merger or anticipated disposition of Dell Services actually occurred on the dates indicated, and does not purport to project the combined company's results of operations or financial condition for any future period or as of any future date.

The unaudited pro forma condensed combined financial information does not reflect adjustments for any possible tax liabilities resulting from the repatriation of cash currently held in foreign jurisdictions likely to be required to close the transaction. While no final plan for repatriation of cash has been developed as it relates to this transaction, Denali does not expect that the taxes and other costs that Denali will incur on a combined basis as a result of any such repatriation will be material to the pro forma results of the combined company. Further, EMC expects that any taxes ultimately payable by EMC as a result of such cash repatriation will only be incurred immediately before the completion of the merger and will not be material to EMC on a standalone basis.

The unaudited pro forma condensed combined financial information does not reflect all potential divestitures that may occur prior to, or subsequent to, the completion of the merger (including to obtain required regulatory approvals), the projected realization of revenue synergies, cost savings that may be realized as a result of the merger, or any potential changes in compensation plans.

DENALI UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF LOSS

(in millions, except per share amounts)	Pro Forma Year Ended January 29, 2016 Denali Fiscal year ended January 29, 2016	EMC Fiscal year ended December 31, 2015	Discontinued operations	Pro forma adjustments		Pro forma combined
Net revenue:						
Products	$ 43,317	$ 13,514	$ —	$ (351)	(c)	$ 56,480
Services, including software related	11,569	11,190	(2,804)	(2,476)	(a)	17,479
Total net revenue	**54,886**	**24,704**	**(2,804)**	**(2,827)**		**73,959**
Cost of net revenue:						
Products	37,923	5,826	—	3,038	(b)	45,933
				(351)	(c)	
				(503)	(d)	
Services, including software related	7,131	4,001	(2,256)	—		8,876
Total cost of net revenue	**45,054**	**9,827**	**(2,256)**	**2,184**		**54,809**
Gross margin	9,832	14,877	(548)	(5,011)		19,150
Operating expenses:						
Selling, general, and administrative	8,900	8,765	(406)	293	(b)	17,498
				(54)	(g)	
Research, development, and engineering	1,315	3,271	(3)	(6)	(b)	4,577
Total operating expenses	**10,215**	**12,036**	**(409)**	**233**		**22,075**
Operating income (loss)	**(383)**	**2,841**	**(139)**	**(5,244)**		**(2,925)**
Interest and other, net	(792)	41	—	(1,910)	(e)	(2,704)
				(43)	(f)	
Income (loss) from continuing operations before income taxes	**(1,175)**	**2,882**	**(139)**	**(7,197)**		**(5,629)**
Income tax provision (benefit)	(71)	710	(45)	(2,519)	(i)	(1,925)
Net income (loss) from continuing operations	**(1,104)**	**2,172**	**(94)**	**(4,678)**		**(3,704)**
Net (income) loss attributable to non-controlling interests	—	(182)	—	313	(j)	131
Net income (loss) from continuing operations attributable to common shareholders	**$ (1,104)**	**$ 1,990**	**$ (94)**	**$ (4,365)**		**$ (3,573)**
DHI Group common stock:						
Loss per share from continuing operations, basic	$ (2.73)					$ (7.32)
Loss per share from continuing operations, diluted	$ (2.73)					$ (7.32)
Weighted average shares outstanding, basic	405			155	(h)	560
Weighted average shares outstanding, diluted	405			155	(h)	560
Net loss from continuing operations attributable to DHI Group common stock	n/a			$ (4,097)	(h)	$ (4,097)
Class V Common Stock:						
Earnings per share from continuing operations, basic	n/a					$ 2.35
Earnings per share from continuing operations, diluted	n/a					$ 2.34
Weighted average shares outstanding, basic	n/a			223	(h)	223
Weighted average shares outstanding, diluted	n/a			223	(h)	223
Net income from continuing operations attributable to Class V Common Stock	n/a			$ 524	(h)	$ 524

See accompanying notes to Denali Unaudited Pro Forma Condensed Combined Financial Statements.

DENALI UNAUDITED PRO FORMA CONDENSED STATEMENT OF LOSS

(in millions, except per share amounts)	Pro Forma Year Ended January 30, 2015		
	Denali Fiscal year ended January 30, 2015	Discontinued operations	Pro forma
Net revenue:			
Products	$ 46,690	$ —	$ 46,690
Services, including software related	11,429	(2,819)	8,610
Total net revenue	**58,119**	**(2,819)**	**55,300**
Cost of net revenue:			
Products	40,415	—	40,415
Services, including software related	7,496	(2,433)	5,063
Total cost of net revenue	**47,911**	**(2,433)**	**45,478**
Gross margin	**10,208**	**(386)**	**9,822**
Operating expenses:			
Selling, general, and administrative	9,428	(397)	9,031
Research, development, and engineering	1,202	(3)	1,199
Total operating expenses	**10,630**	**(400)**	**10,230**
Operating income (loss)	**(422)**	**14**	**(408)**
Interest and other, net	(924)	—	(924)
Loss from continuing operations before income taxes	**(1,346)**	**14**	**(1,332)**
Income tax provision (benefit)	(125)	14	(111)
Net loss from continuing operations	**$ (1,221)**	**$ —**	**$ (1,221)**
Loss per share from continuing operations, basic	$ (3.02)		$ (3.02)
Loss per share from continuing operations, diluted	$ (3.02)		$ (3.02)
Weighted average shares outstanding, basic	404		404
Weighted average shares outstanding, diluted	404		404

See accompanying notes to Denali Unaudited Pro Forma Condensed Combined Financial Statements.

DENALI UNAUDITED PRO FORMA CONDENSED STATEMENT OF LOSS

(in millions, except per share amounts)	Period October 29, 2013 through January 31, 2014			Period February 2, 2013 through October 28, 2013		
	Successor			Predecessor		
	Denali	Discontinued operations	Pro forma	Dell, Inc.	Discontinued operations	Pro forma
Net revenue:						
Products	$11,253	$ —	$ 11,253	$32,786	$ —	$ 32,786
Services, including software related	2,822	(687)	2,135	9,516	(2,176)	7,340
Total net revenue	**14,075**	**(687)**	**13,388**	**42,302**	**(2,176)**	**40,126**
Cost of net revenue:						
Products	10,695	—	10,695	28,150	—	28,150
Services, including software related	1,987	(646)	1,341	6,161	(1,998)	4,163
Total cost of net revenue	**12,682**	**(646)**	**12,036**	**34,311**	**(1,998)**	**32,313**
Gross margin	**1,393**	**(41)**	**1,352**	**7,991**	**(178)**	**7,813**
Operating expenses:						
Selling, general, and administrative	2,863	(111)	2,752	6,528	(277)	6,251
Research, development, and engineering	328	(1)	327	945	(5)	940
Total operating expenses	**3,191**	**(112)**	**3,079**	**7,473**	**(282)**	**7,191**
Operating income (loss)	**(1,798)**	**71**	**(1,727)**	**518**	**104**	**622**
Interest and other, net	(204)	—	(204)	(198)	—	(198)
Income (loss) from continuing operations before income taxes	**(2,002)**	**71**	**(1,931)**	**320**	**104**	**424**
Income tax provision (benefit)	(390)	29	(361)	413	41	454
Net loss from continuing operations	**$ (1,612)**	**$ 42**	**$ (1,570)**	**$ (93)**	**$ 63**	**$ (30)**
Loss per share from continuing operations, basic	$ (4.06)		$ (3.95)	$ (0.05)		$ (0.02)
Loss per share from continuing operations, diluted	$ (4.06)		$ (3.95)	$ (0.05)		$ (0.02)
Weighted average shares outstanding, basic	397		397	1,755		1,755
Weighted average shares outstanding, diluted	397		397	1,755		1,755

See accompanying notes to Denali Unaudited Pro Forma Condensed Combined Financial Statements.

DENALI UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF FINANCIAL POSITION

(in millions)	As of January 29, 2016					
	Denali As of January 29, 2016	EMC As of December 31, 2015	Assets held for sale	Pro forma adjustments		Pro forma combined
Current assets:						
Cash and cash equivalents	$ 6,576	$ 6,549	$ —	$ (6,088)	(a)	$ 7,037
Short-term investments	—	2,726	—	(1,110)	(e)	1,616
Accounts receivable, net	5,535	3,977	(443)	1,902	(d)	10,971
Short-term financing receivables, net	2,915	—	—	—		2,915
Inventories, net	1,643	1,245	—	653	(c)	3,541
Other current assets	3,615	566	(73)	(30)	(b)	4,078
Assets held for sale	—	—	1,721	(1,721)	(a)	—
Total current assets	**20,284**	**15,063**	**1,205**	**(6,394)**		**30,158**
Property, plant, and equipment, net	2,270	3,850	(515)	—		5,605
Long-term investments	114	5,508	—	(2,108)	(e)	3,514
Long-term financing receivable, net	2,177	—	—	—		2,177
Goodwill	10,049	17,090	(252)	19,525	(g)	46,412
Purchased intangible assets, net	9,578	2,149	(388)	32,841	(h)	44,180
Other non-current assets	778	2,952	(50)	(123)	(j)	3,557
Total assets	**$ 45,250**	**$ 46,612**	**$ —**	**$ 43,741**		**$ 135,603**
Current liabilities:						
Short-term debt	$ 2,984	$ 1,299	$ —	$ (1,490)	(f)	$ 2,793
Accounts payable	12,934	1,644	(173)	—		14,405
Accrued and other	4,556	3,732	(180)	(862)	(l)	7,246
Short-term deferred revenue	4,339	6,210	(82)	(1,155)	(k)	9,312
Liabilities held for sale	—	—	614	(614)	(a)	—
Total current liabilities	**24,813**	**12,885**	**179**	**(4,121)**		**33,756**
Long-term debt	10,775	5,475	—	35,155	(i)	51,405
Long-term deferred revenue	4,475	4,592	(53)	(1,076)	(k)	7,938
Other non-current liabilities	3,615	941	(126)	12,919	(m)	17,349
Total liabilities	**$ 43,678**	**$ 23,893**	**$ —**	**$ 42,877**		**$ 110,448**
Redeemable shares	106	—	—	—		106
Stockholders' equity						
Preferred stock	—	—	—	—		—
Common stock and additional paid-in capital	5,727	19	—	17,734	(n)	23,480
Retained earnings (deficit)	(3,937)	21,700	—	(20,847)	(o)	(3,084)
Accumulated other comprehensive income (loss)	(324)	(579)	—	579	(p)	(324)
Total stockholders' equity	**1,466**	**21,140**	**—**	**(2,534)**		**20,072**
Non-controlling interests	—	1,579	—	3,398	(q)	4,977
Total liabilities and equity	**$ 45,250**	**$ 46,612**	**$ —**	**$ 43,741**		**$ 135,603**

See accompanying notes to Denali Unaudited Pro Forma Condensed Combined Financial Statements.

NOTES TO DENALI UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

1. Description of Merger Transaction

Denali and EMC are parties to the merger agreement, pursuant to which, subject to the terms and conditions set forth therein, Merger Sub will merge with and into EMC and EMC will become a wholly owned subsidiary of Denali and will no longer be a publicly held corporation. If the merger is completed, each share of EMC common stock (other than shares owned by Denali, Merger Sub, EMC or any of its wholly-owned subsidiaries, and other than shares with respect to which appraisal rights may be properly exercised and not withdrawn) automatically will be converted into the right to receive the merger consideration, consisting of (1) $24.05 in cash, without interest, and (2) a number of shares of validly issued, fully paid and non-assessable Class V Common Stock equal to the quotient obtained by dividing (A) 222,966,450 by (B) the aggregate number of shares of EMC common stock issued and outstanding immediately prior to the effective time of the merger, plus cash in lieu of any fractional shares. In order to complete the merger, among other conditions, EMC shareholders must approve the merger agreement. The aggregate number of shares of Class V Common Stock expected to be issued following the completion of the merger and the other transactions described in this proxy statement/prospectus is intended to track and reflect the economic performance of approximately 65% of EMC's economic interest in the approximately 81% of the outstanding shares of VMware common stock currently owned by EMC, reflecting approximately 53% of the total economic interest in the outstanding shares of VMware common stock.

The merger will be financed with a combination of equity and debt financing and cash on hand. Denali has obtained committed equity financing for up to $4.25 billion in the aggregate (from Michael S. Dell and a separate property trust for the benefit of Mr. Dell's wife, MSDC Denali Investors, L.P., MSDC Denali EIV, LLC, funds affiliated with Silver Lake Partners, and Temasek) and debt financing commitments for up to $49.5 billion in the aggregate from, among others, Credit Suisse, J.P. Morgan, Barclays, BofA Merrill Lynch, Citi, Goldman Sachs, Deutsche Bank, and RBC Capital Markets, for the purpose of financing the merger and refinancing certain existing indebtedness of Denali and EMC. The obligations of the lenders under Denali's debt financing commitments are subject to a number of customary conditions. Denali's debt financing commitments will terminate upon the earliest of (1) the termination of the merger agreement in accordance with its terms, (2) the completion of the merger without the funding of such commitments and (3) December 16, 2016. In addition, each of Denali and EMC has agreed to make available a certain amount of cash on hand (at least $2.95 billion, in the case of Denali, and $4.75 billion in the case of EMC) at the closing of the merger for the purpose of financing the transactions contemplated by the merger agreement.

2. Basis of Presentation

The unaudited pro forma condensed combined financial statements were prepared using the acquisition method of accounting for the merger and are based on the historical consolidated financial statements of Denali and EMC. The assets and liabilities of Dell Services have been removed from the pro forma condensed combined statement of financial position to reflect the divestiture, and the financial results of Dell Services have been removed from the pro forma combined statement of loss as discontinued operations; the amounts related to this business have been derived from Denali's historical consolidated financial statements. Denali's fiscal year end is the 52 or 53 week period ending on the Friday nearest January 31 while EMC's fiscal year end is December 31. Denali's fiscal year ended January 29, 2016 included 52 weeks. The unaudited pro forma condensed combined statement of loss for the year ended January 29, 2016 combines Denali's consolidated statement of loss for the fiscal year ended January 29, 2016 with EMC's consolidated income statement for the fiscal year ended December 31, 2015. The unaudited pro forma condensed combined statement of financial position as of January 29, 2016 combines Denali's consolidated statement of financial position as of January 29, 2016 with EMC's consolidated balance sheet as of December 31, 2015. In addition, EMC's historical "restructuring and acquisition-related expenses" have been reclassified to conform with Denali's presentation as shown below:

(in millions)	Year Ended January 29, 2016
Products, cost of net revenue	$ 17
Services, cost of net revenue	97
Research, development, and engineering	104
Selling, general, and administrative	232
Net adjustment	**$ 450**

The acquisition method of accounting is based on ASC 805, and uses the fair value concepts defined in ASC 820, *Fair Value Measurements*. ASC 805 requires, among other things, that most assets acquired and liabilities assumed be recognized at their fair values as of the acquisition date.

Under ASC 805, acquisition-related transaction costs are not included as a component of consideration transferred but are accounted for as expenses in the periods in which such costs are incurred, or if related to the issuance of debt, capitalized as debt issuance costs. Acquisition-related transaction costs expected to be incurred by Denali include estimated fees related to the issuance of long-term debt, as well as financial advisory, legal and accounting fees. Total acquisition-related transaction costs expected to be incurred by Denali and EMC are estimated to be approximately $1.8 billion, which includes an estimated $1.0 billion of debt issuance costs and discounts. During the year ended January 29, 2016, Denali incurred $39 million of acquisition-related costs and EMC incurred $15 million of acquisition-related costs.

The unaudited pro forma condensed combined statement of financial position as of January 29, 2016 is required to include adjustments which give effect to events that are directly attributable to the merger regardless of whether they are expected to have a continuing impact on the combined results or are non-recurring. Therefore, acquisition-related transaction costs expected to be incurred by Denali and EMC subsequent to January 29, 2016 of approximately $1.7 billion are reflected as a pro forma adjustment to the unaudited pro forma condensed combined statement of financial position as of January 29, 2016 as follows:

- a decrease to cash of $1.7 billion;
- an increase to other non-current assets of $885 million for capitalized debt costs;
- a decrease to long-term debt of $112 million for debt discounts;
- a decrease in other current liabilities of $184 million for the assumed tax benefit of transaction costs expensed; and
- a decrease to retained earnings of $567 million, net of related tax benefits.

ASC 820 defines the term “fair value,” sets forth the valuation requirements for any asset or liability measured at fair value, expands related disclosure requirements and specifies a hierarchy of valuation techniques based on the nature of the inputs used to develop the fair value measures. Fair value is defined in ASC 820 as “the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.” This is an exit price concept for the valuation of the asset or liability. In addition, market participants are assumed to be buyers and sellers in the principal (or the most advantageous) market for the asset or liability. Fair value measurements for an asset assume the highest and best use by these market participants. As a result of these standards, Denali may be required to record the fair value of assets which are not intended to be used or sold and/or to value assets at fair value measures that do not reflect Denali’s intended use of those assets. Many of these fair value measurements can be highly subjective, and it is possible that other professionals, applying reasonable judgment to the same facts and circumstances, could develop and support a range of alternative estimated amounts.

On March 27, 2016, Dell entered into a definitive agreement with NTT Data International L.L.C. to sell Dell Services for cash consideration of approximately $3.1 billion. Denali has reflected the assets and liabilities to be divested in the “assets held for sale” column, and has removed those same assets and liabilities from the “pro forma adjustments” column to reflect the divestiture in the unaudited pro forma condensed combined statement of financial position as of January 29, 2016. Further, the financial results of the business held-for-sale have been removed for all three years presented in Denali’s unaudited pro forma condensed statements of loss to present only pro forma loss from continuing operations. These adjustments represent Denali’s current best estimate of the historical operations, effective tax rate, assets, and liabilities of the business to be disposed. As the terms of the sale are finalized, these estimates may change and any such changes may be material. Total cash consideration, which may vary due to working capital adjustments included in the transaction agreement, is expected to be

between $2.9 billion and $3.1 billion, which would result in a pre-tax gain on sale of approximately $1.7 billion to $2.0 billion, respectively. Denali anticipates that the transaction will close in the third quarter of fiscal year 2017, subject to satisfaction of customary closing conditions, including approvals from regulatory authorities.

If the divestiture of Dell Services is consummated prior to or substantially concurrently with the consummation of the merger, the net consideration received from the divestiture will be used to finance the merger. The net impact of the disposition of Dell Services to the unaudited pro forma condensed combined statement of financial position as of January 29, 2016 consists of the following pro forma adjustments:

- An increase in cash of $2.7 billion ($3.1 billion of total consideration net of an estimated cash taxes paid of $0.4 billion);
- The removal of $1.7 billion of assets and $0.6 billion of liabilities to effectuate the sale; and
- An increase in retained earnings of $1.6 billion, representing the estimated net gain on the disposition.

The unaudited pro forma condensed combined financial statements do not reflect all potential divestitures that may occur prior to, or subsequent to, the completion of the merger (including in order to obtain required regulatory approvals), the projected realization of revenue synergies and cost savings following the completion of the merger, or any potential changes in compensation plans. Although Denali projects that revenue synergies and cost savings will result from the merger, there can be no assurance that these will be achieved. Management currently estimates that the annual cost savings will be approximately $3.4 billion resulting from increased efficiencies in the operations of the combined company, as well as initiatives to reduce costs for Denali and EMC on a standalone basis.

3. Accounting Policies

Based on Denali’s preliminary review of EMC’s accounting policies, Denali has identified a difference between Denali’s and EMC’s policies in the presentation of accounts receivable. In certain circumstances, EMC presents these balances net of related deferred revenue, while Denali primarily presents these receivables and the related deferred revenue on a gross basis. For the presentation of the unaudited pro forma condensed combined statement of financial position, EMC’s presentation has been conformed to Denali’s presentation, resulting in an increase in accounts receivable and deferred revenue of $1.9 billion prior to purchase accounting adjustments. Upon the completion of the merger, Denali will perform a further review of EMC’s accounting policies. As a result of that review, Denali may identify differences between the accounting policies of the two companies that, when conformed, could have a material impact on the combined financial statements.

4. Estimate of Consideration Transferred and Assets to be Acquired and Liabilities to be Assumed

The following is a preliminary estimate of the consideration expected to be transferred, assets to be acquired, and liabilities to be assumed by Denali in the merger, reconciled to the estimate of total consideration expected to be transferred:

	(in millions)
Consideration Transferred	
Cash	$ 48,614
Class V Common Stock (1)	13,503
Total consideration transferred	**62,117**
Rollover equity (2)	4,977
Total value to allocate	**$ 67,094**
Purchase Price Allocation:	
Current assets:	
Cash and cash equivalents	$ 6,549
Short-term investments	2,726
Accounts receivable, net	5,879
Inventories, net	1,898
Other current assets	566
Total current assets	**17,618**
Property, plant, and equipment, net	3,850
Long-term investments	5,508
Goodwill (3)	36,615
Purchased intangibles, net (4)	34,990
Other non-current assets	2,035
Total assets	**$ 100,616**
Current liabilities:	
Short-term debt	$ 1,299
Accounts payable	1,644
Accrued and other	3,147
Short-term deferred revenue	5,055
Total current liabilities	**11,145**
Long-term debt	5,001
Long-term deferred revenue	3,516
Other non-current liabilities	13,860
Total liabilities	**$ 33,522**
Total net assets	**$ 67,094**

(1) The fair value of the Class V Common Stock is based on the assumed issuance of approximately 223 million shares with a per-share fair value of $60.56 (the closing share price of VMware common stock as of May 31, 2016), which shares are intended to track and reflect the economic performance of approximately 65% of EMC's economic interest in the VMware business. While the VMware Class A common stock and the Class V Common Stock have different characteristics, which Denali expects may affect their respective market prices in distinct ways, Denali believes that changes in the market value of VMware common stock prior to the completion of the merger may impact the market value of the Class V Common Stock at the time the merger is completed. The actual fair values at the time of the merger may differ, and the difference may be material. A 10% change in the fair value of the Class V Common Stock would change the value of goodwill by approximately $1.4 billion.

(2) Rollover equity is comprised of non-controlling interests of $5.0 billion. The fair value of the non-controlling interest relating to VMware was calculated by multiplying outstanding shares of VMware common stock that were not owned by EMC by $60.56 (the closing price of VMware common stock as of May 31, 2016). A 10% change in the fair value of VMware's share price would change the value of

goodwill by approximately $488 million. For the purposes of these unaudited pro forma condensed combined financial statements, it was assumed that the fair value of the non-controlling interest in Pivotal is equal to book value as this amount is not material.

(3) Goodwill is calculated as the difference between the acquisition date fair value of the total consideration expected to be transferred and the aggregate values assigned to the assets acquired and liabilities assumed. Goodwill is not amortized. The consideration transferred assumes that the vesting of EMC's outstanding stock options and restricted stock units will be accelerated prior to the effective time of the merger. Pursuant to the guidelines of ASC 805, a portion of the consideration related to these equity awards will be recorded as day one post-acquisition stock compensation expense with a corresponding decrease in the amount of the purchase price that is allocated to goodwill. For the purposes of the unaudited pro forma condensed combined statement of financial position, we have not made any adjustment for the expected day one post-acquisition stock compensation expense as it is not factually supportable, however, based on current estimates we expect the day one post-acquisition stock compensation expense and related goodwill impact to be approximately $0.8 billion to $1.0 billion.

(4) As of the completion of the merger, identifiable intangible assets are required to be measured at fair value, and these acquired assets could include assets that are not intended to be used or sold or that are intended to be used in a manner other than their highest and best use. For purposes of these unaudited pro forma condensed combined financial statements and consistent with the ASC 820 requirements for fair value measurements, it is assumed that all assets will be used, and that all acquired assets will be used in a manner that represents the highest and best use of those acquired assets.

The fair value of identifiable intangible assets is determined primarily using variations of the "income approach," which is based on the present value of the future after-tax cash flows attributable to each identifiable intangible asset. Other valuation methods, including the market approach and cost approach, were also considered in estimating the fair value.

As of the date of this proxy statement/prospectus, Denali does not have sufficient information as to the amount, timing, and risk of the cash flows from all of EMC's identifiable intangible assets to definitively determine their fair value. Under the HSR Act and other relevant laws and regulations, there are significant limitations on Denali's ability to obtain specific information about EMC's intangible assets prior to the completion of the merger. Some of the more significant assumptions inherent in the development of intangible asset values, from the perspective of a market participant, include, but are not limited to: the amount and timing of projected future cash flows (including revenue and profitability); the discount rate selected to measure the risks inherent in the future cash flows; the assessment of the asset's life cycle; and the competitive trends impacting the asset. However, for purposes of these unaudited pro forma condensed combined financial statements and using publicly available information, such as historical revenues, EMC's cost structure, industry information for comparable intangible assets and certain other high-level assumptions, the fair value of EMC's identifiable intangible assets, and their weighted-average useful lives have been preliminarily estimated as follows:

	Estimated life (years)	Estimated fair value (in millions)
Developed technology	7	$ 22,990
Customer relationships	10	4,400
In-process research and development	Indefinite	2,740
Trade names	Indefinite	4,860
Total identifiable intangible assets		**$ 34,990**

These preliminary estimates of fair value and weighted-average useful life will likely be different from the amounts included in the final acquisition accounting, and the difference could have a material impact on the accompanying unaudited pro forma condensed combined financial statements. Once Denali has full access to information about EMC's intangible assets, additional insight will be gained that could impact (i) the

estimated total value assigned to identifiable intangible assets, (ii) the estimated allocation of value between finite-lived and indefinite-lived intangible assets (as applicable) and/or (iii) the estimated weighted-average useful life of each category of intangible assets. The estimated intangible asset values and their useful lives could be impacted by a variety of factors that may become known to Denali only upon access to additional information and/or by changes in such factors that may occur prior to the completion of the merger. These factors include, but are not limited to, changes in the regulatory, legislative, legal, technological, and/or competitive environments. Increased knowledge about these and/or other elements could result in a change to the estimated fair value of the identifiable EMC intangible assets and/or to the estimated weighted-average useful lives from what Denali has assumed in these unaudited pro forma condensed combined financial statements. The combined effect of any such changes could then also result in a significant increase or decrease to Denali's estimate of associated amortization expense.

As of the completion of the merger, various other assets and liabilities are required to be measured at fair value, including, but not limited to: receivables, property, plant, and equipment, leases, and legal contingencies. As of the date of this proxy statement/prospectus, Denali does not have sufficient information to make a reasonable preliminary estimate of the fair value of these assets and liabilities. Accordingly, for the purposes of these unaudited pro forma condensed combined financial statements, Denali has assumed that the historical EMC book values represent the best estimate of fair value.

5. Sources and Uses of Cash

The following is a preliminary estimate of the sources and uses of cash for the merger:

		(in millions)
Cash from historical balance sheet	(1)	$ 6,088
Anticipated net proceeds from disposition of Dell Services	(2)	2,700
Liquidation of investments	(3)	3,218
Debt incurred	(4)	43,150
Issuance of equity	(5)	4,250
Total Sources		**$ 59,406**
Cash consideration to EMC's shareholders	(6)	$ 48,614
Refinance existing EMC debt	(7)	1,299
Refinance existing Denali debt	(8)	7,745
Transaction costs	(9)	1,748
Total Uses		**$ 59,406**

(1) Represents the amount of existing Denali and EMC cash that is expected to be used to finance the merger.
(2) Represents an estimated $2.7 billion of cash consideration from the disposition of Dell Services. This represents $3.1 billion of total cash consideration net of estimated cash taxes of $0.4 billion.
(3) Represents the sale of investments to raise cash as a financing source for the merger.
(4) Upon the closing of the merger, Denali will incur approximately $43.2 billion of debt consisting of a revolving loan, term loans, senior notes, a margin loan, and other permanent financing. Denali has debt financing commitments for up to $49.5 billion in the aggregate. Net proceeds of the Dell Services disposition are expected to be used to effectuate the merger. However, if the disposition is not consummated before the completion of the merger, Denali intends to enter into a $2.2 billion one-year senior unsecured asset sale bridge facility and increase borrowings under the term loan facilities by $0.5 billion.
(5) Upon the closing of the merger, Denali expects to issue approximately 155 million shares of DHI Group common stock at a price of $27.50 per share in a private placement.
(6) Represents cash payments to EMC's shareholders consisting of $24.05 per share based on an estimated 2 billion shares outstanding, including the assumed vesting of outstanding stock options and restricted stock units.
(7) Represents the repayment of $1.3 billion of EMC's short-term debt.

(8) Represents the repayment of $7.7 billion of Denali's notes and term loans, including accrued interest and prepayment penalties.
(9) Represents estimated transaction costs relating primarily to debt issuance costs, as well as financial advisory, legal, and accounting costs.

6. Pro Forma Adjustments

Pro Forma Adjustments to the Statement of Loss:

(a) To record the decrease in revenue related to the decrease in fair value of EMC's deferred revenue based on the purchase price allocation. As a portion of EMC's deferred revenue relates to three-year maintenance contracts, it is expected that EMC's revenue will be impacted by the fair value adjustment recorded in acquisition accounting for up to three years.

(b) To record the change in intangible asset amortization based on the purchase price allocation as follows:

(in millions)	Year Ended January 29, 2016
Historical intangible amortization:	
Products, cost of net revenue	$ 246
Research, development, and engineering	6
Selling, general, and administrative	147
Total historical intangible amortization	**$ 399**
Pro forma amortization:	
Products, cost of net revenue	3,284
Selling, general, and administrative	440
Total pro forma amortization	**$ 3,724**
Amortization adjustment:	
Products, cost of net revenue	3,038
Research, development, and engineering	(6)
Selling, general, and administrative	293
Net pro forma adjustment	**$ 3,325**

(c) To record the elimination of sales activity between Denali and EMC as such sales would represent intercompany transactions if the merger had occurred on January 31, 2015.

(d) To eliminate historical amortization of capitalized software as its fair value is recorded in developed technology in the preliminary purchase price allocation.

(e) To record the increase in interest expense due to the incurrence of $43.2 billion of debt to finance the merger, the decrease in interest expense related to the debt of Denali and EMC that is to be repaid as part of the merger, and the recording of the debt at fair value based on the preliminary purchase price allocation as follows:

(in millions)	Year Ended January 29, 2016
Interest expense and amortization of debt issuance costs on new debt	$ 2,200
Less: interest expense and amortization of debt issuance costs on Denali's refinanced debt	(388)
Less: interest expense on EMC's refinanced debt	(3)
Plus: amortization of change in fair value of acquired debt	101
Total interest expense adjustment	**$ 1,910**

The weighted-average interest rate of new debt incurred is assumed to be 4.58%. A change in the assumed weighted average interest rate of 0.125% would cause a corresponding increase or decrease in the annual interest expense by $54 million.

(f) To eliminate historical investment income relating to investments that will be liquidated as a financing source for the merger.

(g) To eliminate non-recurring transaction costs included in Denali and EMC's historical results, which are directly attributable to the proposed merger.

(h) To record the issuance of 155 million shares of DHI Group common stock and 223 million shares of Class V Common Stock in conjunction with the acquisition and calculate earnings per share under the two-class method due to the issuance of Class V Common Stock. Income allocable to Class V and DHI Group shareholders is calculated as follows:

(in millions)	Year Ended January 29, 2016
Pro forma Class V Group income from continuing operations attributable to Denali	$ 806
Class V tracking share percentage of Denali's economic interest in VMware	65%
Pro forma net income from continuing operations attributable to Class V shareholders (1)	**$ 524**
Pro forma net loss from continuing operations attributable to common shareholders	$ (3,573)
Less: Pro forma net income from continuing operations attributable to Class V shareholders	524
Pro forma net loss from continuing operations attributable to DHI Group shareholders	**$ (4,097)**

(1) For the purposes of calculating diluted EPS, pro forma net income attributable to Class V shareholders has been adjusted by $3 million for the year ended January 29, 2016 to reflect 65% of the incremental dilution of VMware's dilutive securities as reflected in EMC's financial statements incorporated by reference within this proxy statement/prospectus.

(i) To record the income tax expense impact of the pro forma adjustments at the statutory rate of 35%. Denali and EMC operate in multiple jurisdictions, and therefore, the statutory rate may not be reflective of the actual impact of the tax effects of the adjustments.

(j) To record the impact of the pro forma adjustments above to non-controlling interests as follows:

(in millions)	Year Ended January 29, 2016
Non-controlling interest impact of change in amortization expense	$ 159
Non-controlling interest impact of deferred revenue haircut	154
Total non-controlling interest adjustment	**$ 313**

Pro Forma Adjustments to the Statement of Financial Position:

(a) To record the adjustment to the cash balance to effectuate the merger and to eliminate the assets and liabilities held for sale, as follows:

	(in millions)
Cash received from debt incurred	$ 43,150
Cash received from equity issuance	4,250
Cash received from liquidation of investments	3,218
Net cash received from disposition of Dell Services	2,700
Cash consideration for EMC's shareholders	(48,614)
Repayment of EMC's existing short-term debt	(1,299)
Repayment of Denali's existing short- and long-term debt, including accrued interest and prepayment penalties	(7,745)
Transaction costs	(1,748)
Total cash adjustment	**$ (6,088)**

The Dell Services' assets held for sale consisting of $1.7 billion in assets and $0.6 billion in liabilities are expected to be sold for an estimated $2.7 billion ($3.1 billion cash consideration net of estimated cash taxes of $0.4 billion). The net cash of $2.7 billion expected to be received from the anticipated disposition of Dell Services has been included within the cash adjustment as these proceeds will be utilized to effectuate the merger. No pro forma adjustment has been made for any possible tax liabilities resulting from the repatriation of cash currently held in foreign jurisdictions.

(b) To write off the short-term portion of historical debt issuance costs related to Denali debt to be repaid in conjunction with the merger.

(c) To record the write-up of inventory to fair value based on the preliminary purchase price allocation.

(d) To record the adjustment to EMC's accounts receivable to conform with Denali's accounting policy. See note (k) below for the related adjustment to deferred revenue.

(e) To record the sale of investments used to raise cash as a financing source for the merger.

(f) To eliminate the short-term debt that is being repaid in conjunction with the merger and record the short-term portion of long-term debt to be incurred as follows:

	(in millions)
Historical short-term Denali and EMC debt repaid	$ (1,736)
Short-term portion of debt incurred in conjunction with the merger	246
Total short-term debt adjustment	**$ (1,490)**

(g) To record the adjustment to goodwill based on the preliminary purchase price allocation, as follows:

	(in millions)
Elimination of EMC's historical goodwill	$ (17,090)
Goodwill from preliminary purchase price allocation	36,615
Total goodwill adjustment	**$ 19,525**

(h) To record the adjustment to intangible assets based on the preliminary purchase price allocation, as follows:

	(in millions)
Elimination of EMC's historical intangible assets	$ (2,149)
Intangible assets from preliminary purchase price allocation	34,990
Total intangible asset adjustment	**$ 32,841**

(i) To record the adjustment to the long-term debt balance, as follows:

	(in millions)
Long-term debt incurred in conjunction with the merger	$ 42,904
Discount on new debt	(112)
Historical long-term Denali debt repaid, including accrued interest	(7,209)
Write-off of historical Denali debt discount	46
Fair value adjustment for purchase price allocation	(474)
Total long-term debt adjustment	**$ 35,155**

Denali will incur debt in the form of a revolving loan, term loans, senior notes, a margin loan and other permanent financing with interest rates ranging from 2% to up to 9% and maturities ranging from 1-30 years.

(j) To adjust other non-current assets for the write-off of historical capitalized software and Denali debt issuance costs and to record debt issuance costs on the new debt as follows:

	(in millions)
Elimination of EMC's historical capitalized software	$ (917)
Elimination of Denali's historical debt issuance costs	(91)
Record debt issuance costs on new debt	885
Total other non-current assets adjustment	**$ (123)**

(k) To record the adjustment to conform EMC's accounting policy and the estimated fair value of EMC's deferred revenue as follows:

	(in millions)
Adjustment to conform with Denali's accounting policy	$ 1,320
Fair value adjustment to short-term deferred revenue	(2,475)
Total short-term deferred revenue adjustment	**$ (1,155)**

	(in millions)
Adjustment to conform with Denali's accounting policy	$ 582
Fair value adjustment to long-term deferred revenue	(1,658)
Total long-term deferred revenue adjustment	**$ (1,076)**

(l) To record the adjustment of income tax payable as follows:

	(in millions)
Reduction in tax payable associated with EMC's outstanding equity awards	$ (585)
Reduction in tax payable for deferred financing cost deduction	(59)
Reduction in tax payable for transaction expenses	(184)
Reduction in tax payable for Denali debt prepayment penalty	(34)
Total income tax payable adjustment	**$ (862)**

(m) To record the adjustment of deferred tax liabilities (assets) as follows:

	(in millions)
Elimination of EMC's historical DTL on capitalized software	$ (358)
Elimination of EMC's historical DTL for hedging loss	(55)
Elimination of EMC's historical DTL for prior intercompany gain transactions	(138)
Elimination of EMC's historical deferred charge related to intercompany transfers	94
Elimination of EMC's historical DTA on outstanding equity awards	144
Elimination of EMC's historical DTA for unrecognized losses on investment securities	62
Record DTL for fair value adjustment increasing book basis in inventory	229
Record DTL for fair value adjustment increasing book basis in identifiable intangibles	11,494
Record DTL for fair value adjustment to deferred revenue	1,447
Total deferred tax adjustment	**$ 12,919**

(n) To eliminate EMC's historical common stock and record the issuance of common stock to finance the merger as follows:

	(in millions)
Elimination of EMC's common stock	$ (19)
Issuance of DHI Group common stock	4,250
Issuance of Class V Common Stock	13,503
Total common stock adjustment	**$ 17,734**

(o) To eliminate EMC's historical retained earnings, to estimate the net gain on disposition of Dell Services based on $2.7 billion of after-tax cash consideration and $1.1 billion of net assets, to estimate the non-capitalizable after-tax portion of the acquisition-related transaction costs to be incurred after January 29, 2016, and to record the after-tax write-off of debt issuance costs and debt prepayment penalties as follows:

	(in millions)
Elimination of EMC's retained earnings	$ (21,700)
Net gain on disposition of Dell Services	1,593
Transaction costs	(567)
Denali's historical debt issuance costs, debt discount, and prepayment penalties	(173)
Total retained earnings (deficit) adjustment	**$ (20,847)**

(p) To eliminate EMC's historical accumulated other comprehensive loss of $579 million.

(q) To adjust the non-controlling interest balance to estimated fair value.

DESCRIPTION OF DENALI CAPITAL STOCK FOLLOWING THE MERGER

The following discussion is a summary of the terms of the capital stock of Denali and should be read in conjunction with "*Comparison of Rights of Denali Stockholders and EMC Shareholders*." This summary is not meant to be complete and is qualified in its entirety by reference to the Denali certificate, the Denali bylaws, the DGCL and other Delaware laws related to corporations. You are urged to read those documents carefully. Copies of the Denali certificate and the Denali bylaws are incorporated by reference and will be sent to Denali and EMC shareholders upon request. See "*Where You Can Find More Information*" for information on how you can obtain copies of the incorporated documents or view them via the Internet.

Authorized Capital Stock

Under the Denali certificate, Denali's authorized capital stock will consist of 2,143,025,308 shares of common stock, par value $0.01 per share, referred to as Denali common stock, and 1,000,000 shares of preferred stock, par value $0.01 per share, referred to as Denali preferred stock. There will be five series of Denali common stock, including: one series of common stock designated as Class A Common Stock consisting of 600,000,000 shares, par value $0.01 per share; one series of common stock designated as Class B Common Stock consisting of 200,000,000 shares, par value $0.01 per share; one series of common stock designated as Class C Common Stock consisting of 900,000,000 shares, par value $0.01 per share; one series of common stock designated as Class D Common Stock consisting of 100,000,000 shares, par value $0.01 per share; and one series of Class V Common Stock consisting of 343,025,308 shares, par value $0.01 per share. The Class A Common Stock, the Class B Common Stock, the Class C Common Stock and the Class D Common Stock are collectively referred to as the DHI Group common stock.

As of May 15, 2016, there were 405,032,468 shares of Denali common stock issued and outstanding (with no shares held in Denali's treasury) consisting of 306,528,252 shares of Denali common stock that will be reclassified as Class A Common Stock upon filing of the Denali certificate, 98,181,818 shares of Denali common stock that will be reclassified as Class B Common Stock upon filing of the Denali certificate and 322,397 shares of Denali common stock that will be reclassified as Class C Common Stock upon filing of the Denali certificate. In connection with the closing of the merger, in addition to the Class V Common Stock to be issued as merger consideration, it is expected that an additional 154,545,455 shares of DHI Group common stock will be issued.

The outstanding shares of Denali common stock are, and the shares of Denali common stock issued in the merger will be, duly authorized, validly issued, fully paid and non-assessable.

Denali Preferred Stock

Subject to obtaining any required stockholder votes or consents provided for in the Denali stockholders agreement or in the Denali certificate or in any resolutions of the Denali board of directors providing for the creation of any series of Denali preferred stock, the Denali board of directors will be expressly vested with the authority to adopt resolutions providing for the issue of authorized but unissued shares of Denali preferred stock, which shares may be issued from time to time in one or more series and in such amounts as may be determined by the Denali board of directors. The powers, voting powers, designations, preferences, and relative, participating, optional or other rights, if any, of each series of Denali preferred stock and the qualifications, limitations or restrictions, if any, of such preferences and/or rights, will be such as are stated and expressed in resolutions adopted by the Denali board of directors.

Subject to obtaining any required stockholder votes or consents provided for in the Denali stockholders agreement or in the Denali certificate or in any resolutions of the Denali board of directors providing for the creation of any series of Denali preferred stock, the issuance of shares of one or more series of Denali preferred stock may be authorized from time to time as may be determined by and for such consideration as may be fixed by the Denali board of directors. Except in respect of series particulars fixed by the Denali board of directors, all shares of Denali preferred stock will rank equally and will be identical, and all shares of any one series of Denali

preferred stock so designated by the Denali board of directors will be alike in every particular, except that shares of any one series issued at different times may differ as to the dates from which dividends on such shares will be cumulative.

Denali Common Stock

General

As of the completion of the merger, the approximately 223 million shares of Class V Common Stock issuable to EMC shareholders as merger consideration (assuming EMC shareholders either are not entitled to or do not properly exercise appraisal rights) will represent approximately 65% of the shares of Class V Common Stock authorized to be issued under the Denali certificate and, as a result, are intended to represent approximately 65% of EMC's current economic interest in the VMware business. The Class V Common Stock is intended to track and reflect the performance of the foregoing 65% economic interest following the completion of the merger, but there can be no assurance that the market price of the Class V Common Stock will, in fact, reflect the performance of such economic interest. The assets and liabilities of Denali that are intended to be tracked by Class V Common Stock, referred to as the Class V Group, will, as of the closing of the merger, be composed of the approximately 343 million shares of VMware common stock currently owned by EMC, reflecting EMC's current economic interest in the VMware business. The number of shares of Class V Common Stock authorized to be issued under the Denali certificate initially will have a one-to-one relationship to the number of shares of VMware common stock currently owned by EMC. Based on the number of shares of EMC common stock Denali currently expects will be issued and outstanding immediately prior to the completion of the merger, Denali estimates that EMC shareholders will receive approximately 0.111 shares of Class V Common Stock as merger consideration for each share of EMC common stock. Denali's other series of common stock are intended to track the performance of Denali's assets not included in the Class V Group, generally referred to as the DHI Group. The DHI Group initially will include an interest in the Class V Group, which will initially represent the remainder of EMC's economic interest (approximately 35%, assuming that EMC shareholders either are not entitled to or do not properly exercise appraisal rights) in the VMware business, as represented by authorized but unissued shares of Class V Common Stock.

Subject to certain exceptions set forth in the definitions of these terms under "*Description of Denali Capital Stock Following the Merger—Definitions*," the "Class V Group" is defined to include:

- the direct and indirect economic rights of Denali in all of the shares of common stock of VMware owned by Denali immediately following the completion of the merger;
- all assets, liabilities and businesses acquired or assumed by Denali or any of its subsidiaries (other than VMware and its subsidiaries) for the account of the Class V Group, or contributed, allocated or transferred to the Class V Group, in each case, after the completion of the merger and as will be determined by the Denali board of directors; and
- all net income and net losses arising in respect of the foregoing, including dividends received by Denali with respect to common stock of VMware, and the proceeds of any disposition of any of the foregoing;

and the "DHI Group" is defined to include:

- the direct and indirect interest of Denali and any of its subsidiaries (including EMC, but excluding VMware and its subsidiaries) immediately following the completion of the merger in all of the businesses, assets (including the VMware intercompany notes), properties, liabilities and preferred stock of Denali and any of its subsidiaries (other than VMware and its subsidiaries), other than any businesses, assets, properties, liabilities and preferred stock attributable to the Class V Group immediately following the completion of the merger;
- all assets, liabilities and businesses acquired or assumed by Denali or any of its subsidiaries (other than VMware and its subsidiaries) for the account of the DHI Group, or contributed, allocated or transferred to the DHI Group, in each case, after the completion of the merger and as determined by the Denali board of directors;

- all net income and net losses arising in respect of the foregoing and the proceeds of any disposition of any of the foregoing; and
- an inter-group interest in the Class V Group equal to one minus the Outstanding Interest Fraction as of such date.

The "inter-group interest in the Class V Group" is defined in the Denali certificate to represent the proportionate undivided interest that the DHI Group may be deemed to hold in the economic performance of the Class V Group not represented by issued and outstanding Class V Common Stock. The inter-group interest in the Class V Group is expressed in terms of "Number of Retained Interest Shares," which are represented by a number of unissued shares of Class V Common Stock. The "Outstanding Interest Fraction" is defined in the Denali certificate to represent the interest of shares of Class V Common Stock outstanding on such date in the Class V Group. At any time that all of the interest in the economic performance of the Class V Group is not reflected by the outstanding Class V Common Stock, this fraction will be used, in effect, to allocate to the DHI Group the right to participate, to the extent of its inter-group interest, in any dividend, distribution, liquidation or other payment made to holders of Class V Common Stock. At any time that all of the interest in the economic performance of the Class V Group is fully reflected by the outstanding Class V Common Stock, this fraction will equal one and, accordingly, the DHI Group will not have an inter-group interest in the Class V Group. The DHI Group's inter-group interest in the Class V Group may be adjusted from time to time under the circumstances described under "*—Certain Adjustments to the Number of Retained Interest Shares*." For more information regarding the specific definitions of the terms described above, see "*Description of Denali Capital Stock Following the Merger—Definitions*" below.

Dividends

Dividends on Class V Common Stock

Dividends on the Class V Common Stock may be declared and paid only out of the lesser of (1) the assets of Denali legally available therefor and (2) the Class V Group Available Dividend Amount.

The "Class V Group Available Dividend Amount" as of any date, means the amount of dividends, as determined by the Denali board of directors, that could be paid by a corporation governed under Delaware law having the assets and liabilities of the Class V Group, an amount of outstanding common stock (and having an aggregate par value) equal to the amount (and aggregate par value) of the outstanding Class V Common Stock and an amount of earnings or loss or other relevant corporate attributes as reasonably determined by the Denali board of directors in light of all factors deemed relevant by the Denali board of directors.

If the DHI Group has an inter-group interest in the Class V Group on the record date for any dividend on the Class V Common Stock, then concurrently with the payment of any dividend on the outstanding shares of Class V Common Stock:

- if such dividend consists of cash, U.S. publicly traded securities (other than shares of Class V Common Stock) or other assets, Denali will attribute to the DHI Group, referred to as a Retained Interest Dividend, an aggregate amount of cash, securities or other assets, or a combination thereof, at the election of the Denali board of directors, referred to as the Retained Interest Dividend Amount, with a fair value equal to the amount (rounded, if necessary, to the nearest whole number) obtained by multiplying the Number of Retained Interest Shares as of the record date for such dividend by the fair value of such dividend payable with respect to each outstanding share of Class V Common Stock, as determined in good faith by the Denali board of directors; or
- if such dividend consists of shares of Class V Common Stock (including dividends of securities convertible or exchangeable or exercisable for shares of Class V Common Stock), the Number of Retained Interest Shares will be increased by a number equal to the amount (rounded, if necessary, to the nearest whole number) obtained by multiplying the Number of Retained Interest Shares as of the record date for such dividend by the number of shares (including any fraction of a share) of Class V Common Stock issuable for each outstanding share of Class V Common Stock in such dividend.

In the case of a dividend paid pursuant to the fourth bullet of "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" below, the Retained Interest Dividend Amount may be increased, at the election of the Denali board of directors, by the aggregate amount of the dividend that would have been payable with respect to the shares of Class V Common Stock converted into Class C Common Stock in connection with such Class V Group disposition if such shares were not so converted.

A Retained Interest Dividend may, at the discretion of the Denali board of directors, be reflected by an allocation or by a direct transfer of cash, securities or other assets, or a combination thereof, and may be payable in kind or otherwise.

Dividends on DHI Group Common Stock

Dividends on DHI Group common stock may be declared and paid only out of the lesser of (1) the assets of Denali legally available therefor and (2) the DHI Group Available Dividend Amount (as defined below).

The "DHI Group Available Dividend Amount" as of any date, means the amount of dividends, as determined by the Denali board of directors, that could be paid by a corporation governed under Delaware law having the assets and liabilities of the DHI Group, an amount of outstanding common stock (and having an aggregate par value) equal to the amount (and aggregate par value) of the outstanding DHI Group common stock and an amount of earnings or loss or other relevant corporate attributes as reasonably determined by the Denali board of directors in light of all factors deemed relevant by the Denali board of directors.

Dividends of Class V Common Stock (or dividends of securities convertible into or exchangeable or exercisable for shares of Class V Common Stock) may be declared and paid on the DHI Group common stock if the DHI Group has an inter-group interest in the Class V Group on the record date for any such dividend, but only if the sum of:

- the number of shares of Class V Common Stock to be so issued (or the number of such shares that would be issuable upon conversion, exchange or exercise of any securities convertible into or exchangeable or exercisable for shares of Class V Common Stock to be so issued), and
- the number of shares of Class V Common Stock that are issuable upon conversion, exchange or exercise of any securities convertible into or exchangeable or exercisable for shares of Class V Common Stock then outstanding that are attributed as a liability to, or an equity interest in, the DHI Group,

is less than or equal to the Number of Retained Interest Shares.

Subject to the provisions of any resolutions of the Denali board of directors providing for the creation of any series of Denali preferred stock, if any, outstanding at any time, the holders of Class A Common Stock, the holders of Class B Common Stock, the holders of Class C Common Stock and the holders of Class D Common Stock will be entitled to share equally, on a per share basis, in dividends and other distributions of cash, property or shares of stock of Denali that may be declared by the Denali board of directors from time to time with respect to the DHI Group common stock out of the assets or funds of Denali legally available therefor, except that in the event that any such dividend is paid in the form of shares of DHI Group common stock or securities convertible, exchangeable or exercisable for shares of DHI Group common stock, holders of each class of DHI Group common stock will receive shares of such class of DHI Group common stock or securities convertible, exchangeable or exercisable for shares of such class of DHI Group common stock, as the case may be.

Discrimination between DHI Group Common Stock and Class V Common Stock

The Denali certificate does not provide for mandatory dividends. The Denali board of directors will have the authority and discretion to declare and pay (or to refrain from declaring and paying) dividends on outstanding shares of Class V Common Stock and dividends on outstanding shares of DHI Group common stock, in equal or

unequal amounts, or only on the DHI Group common stock or the Class V Common Stock, irrespective of the amounts (if any) of prior dividends declared on, or the respective liquidation rights of, the DHI Group common stock or the Class V Common Stock, or any other factor.

Voting Rights

Generally

Subject to of the terms of the Denali certificate, each holder of record of (1) Class A Common Stock will be entitled to 10 votes per share of Class A Common Stock; (2) Class B Common Stock will be entitled to 10 votes per share of Class B Common Stock; (3) Class C Common Stock will be entitled to one vote per share of Class C Common Stock; (4) Class D Common Stock will not be entitled to any vote on any matter except to the extent required by provisions of Delaware law (in which case such holder will be entitled to one vote per share of Class D Common Stock); and (5) Class V Common Stock will be entitled to one vote per share of Class V Common Stock, in the case of each of (1) through (5), which is outstanding in his, her or its name on the books of Denali and which is entitled to vote. Subject to certain exceptions in the Denali certificate (including those described in "*—Special Voting Rights of the Class V Common Stock*" below), the holders of shares of all series of Denali common stock will vote as one class with respect to the election of Group I Directors and with respect to all other matters to be voted on by stockholders of Denali, except that the holders of Class A Common Stock (and no other series of Denali common stock) will vote with respect to the election of Group II Directors and the holders of Class B Common Stock (and no other series of Denali common stock) will vote with respect to the election of Group III Directors. Immediately following the completion of the merger, it is expected that the number of votes to which holders of Class V Common Stock would be entitled will represent approximately 4% of the total number of votes to which all holders of Denali common stock would be entitled, the number of votes to which holders of Class A Common Stock would be entitled will represent approximately 73% of the total number of votes to which all holders of Denali common stock would be entitled, the number of votes to which holders of Class B Common Stock would be entitled will represent approximately 23% of the total number of votes to which all holders of Denali common stock would be entitled, and the number of votes to which holders of Class C Common Stock would be entitled will represent less than 1% of the total number of votes to which all holders of Denali common stock would be entitled.

Special Voting Rights of the Class V Common Stock

If Denali proposes to:

- amend the Denali certificate (1) in any manner that would alter or change the powers, preferences or special rights of the shares of Class V Common Stock so as to affect them adversely or (2) to make any amendment, change or alteration to the restrictions on corporate actions described under "*—Restrictions on Corporate Actions*," in each case whether by merger, consolidation or otherwise; or
- effect any merger or business combination as a result of which (1) the holders of all classes and series of Denali common stock will no longer own at least 50% of the voting power of the surviving corporation or of the direct or indirect parent corporation of such surviving corporation and (2) the holders of Class V Common Stock do not receive consideration of the same type as the other series of Denali common stock and, in aggregate, equal to or greater in value than the proportion of the average of the aggregate fair value of the outstanding Class V Common Stock over the 30-trading day period ending on the trading day preceding the date of the first public announcement of such merger or business combination to the aggregate fair value of the other outstanding series of Denali common stock over the same 30-trading day period (unless such securities are not publicly traded, in which case the aggregate fair value of such securities will be determined as of the fifth trading day of such period),

then, in each case, such action will be subject to, and will not be undertaken unless, Denali has received the affirmative vote of the holders of record (other than shares held by Denali's affiliates, which currently includes

the MD stockholders, the MSD Partners stockholders and the SLP stockholders), as of the record date for the meeting at which such vote is taken, of Class V Common Stock representing a majority of the aggregate voting power (other than shares held by Denali's affiliates) of Class V Common Stock present, in person or by proxy, at such meeting and entitled to vote thereon, voting together as a separate class. Any such vote will be in addition to, and not in lieu of, any vote of the stockholders of Denali required by law to be taken with respect to the applicable action.

For so long as any shares of Class V Common Stock remain outstanding, Section 4.02 of the Denali bylaws (which establishes the Capital Stock Committee (as defined under "*Description of Denali Capital Stock Following the Merger—Definitions*" and described under "*—Description of Denali Tracking Stock Policy—Capital Stock Committee"*) will not be amended or repealed (1) by the stockholders of Denali unless such action has received the affirmative vote of the holders of record (other than shares held by Denali's affiliates), as of the record date for the meeting at which such vote is taken, of (i) Class V Common Stock representing a majority of the aggregate voting power (other than shares held by Denali's affiliates) of Class V Common Stock present, in person or by proxy, at such meeting and entitled to vote thereon, voting together as a separate class and (ii) Denali common stock representing a majority of the aggregate voting power of Denali common stock present, in person or by proxy, at such meeting and entitled to vote thereon or (2) by any action of the Denali board of directors.

Except as otherwise described above, no class or series of Denali common stock will be entitled to vote as a separate class on any matter except to the extent required by provisions of Delaware law. Irrespective of the provisions of Section 242(b)(2) of the DGCL, the holders of shares of DHI Group common stock and the holders of shares of Class V Common Stock will vote as one class with respect to any proposed amendment to the Denali certificate that (1) would increase (i) the number of authorized shares of common stock or any class or series thereof, (ii) the number of authorized shares of preferred stock or any series thereof or (iii) the number of authorized shares of any other class or series of capital stock of Denali, or (2) decrease (i) the number of authorized shares of common stock or any class or series thereof, (ii) the number of authorized shares of preferred stock or any series thereof or (iii) the number of authorized shares of any other class or series of capital stock of Denali hereafter established (but, in each case, not below the number of shares of such class or series of capital stock then outstanding), and no separate class or series vote of the holders of shares of any class or series of capital stock of Denali will be required for the approval of any such matter, except that, the foregoing will only apply to a proposed increase in the number of shares of Class V Common Stock authorized to be issued under the Denali certificate when such increase has received the approval of the Capital Stock Committee in such circumstances and as provided in the Denali bylaws.

Redemption for VMware Common Stock

At any time that shares of common stock of VMware comprise all of the assets of the Class V Group, Denali may, at its option and subject to assets of Denali being legally available therefor, redeem all outstanding shares of Class V Common Stock for shares of common stock of VMware, referred to as the Distributed VMware Shares, as provided in the Denali certificate. Each outstanding share of Class V Common Stock would be redeemed for a number of Distributed VMware Shares equal to the amount (calculated to the nearest five decimal places) obtained by multiplying the Outstanding Interest Fraction by a fraction, the numerator of which is the number of shares of common stock of VMware attributed to the Class V Group on the Class V Group VMware Redemption Selection Date (as defined under "*Description of Denali Capital Stock Following the Merger—Definitions*") and the denominator of which is the number of issued and outstanding shares of Class V Common Stock on the same date. Any redemption pursuant to this paragraph would occur on the date set forth in the public notice made pursuant to the applicable notice provisions of the Denali certificate, referred to as the Class V Group VMware Redemption Date. Denali will not redeem shares of Class V Common Stock for Distributed VMware Shares pursuant to this paragraph without redeeming all outstanding shares of Class V Common Stock for Distributed VMware Shares in accordance with the foregoing.

Redemption for Securities of Class V Group Subsidiary

At any time shares of common stock of VMware do not comprise all of the assets of the Class V Group, Denali may, at its option and subject to assets of Denali being legally available therefor, redeem all of the outstanding shares of Class V Common Stock for shares of common stock of a wholly owned subsidiary of Denali, referred to as a Class V Group subsidiary, that holds, directly or indirectly, all of the assets and liabilities attributed to the Class V Group, except that the common stock received is the only outstanding equity security of such Class V Group subsidiary and that such common stock, upon issuance in such redemption, will have been registered under all applicable U.S. securities laws and will be listed for trading on a U.S. securities exchange. The number of shares of common stock of the Class V Group subsidiary to be delivered in such a redemption of each outstanding share of Class V Common Stock would be equal to the amount (rounded, if necessary, to the nearest five decimal places) obtained by dividing (1) the product of (i) the number of outstanding shares of common stock of the Class V Group subsidiary and (ii) the Outstanding Interest Fraction, by (2) the number of outstanding shares of Class V Common Stock, in each case, as of the Class V Group Redemption Selection Date (as defined under "*Description of Denali Capital Stock Following the Merger—Definitions*"). Denali will not redeem shares of Class V Common Stock for shares of common stock of the Class V Group subsidiary as described above without redeeming all outstanding shares of Class V Common Stock in accordance with the foregoing.

Any such redemption will occur on a Class V Group Redemption Date (as defined under "*Description of Denali Capital Stock Following the Merger—Definitions*") set forth in a notice to holders of Class V Common Stock pursuant to the applicable notice provisions of the Denali certificate.

If the Denali board of directors determines to effect a redemption of the Class V Common Stock as described above, shares of Class V Common Stock will be redeemed in exchange for common stock of the Class V Group subsidiary, as determined by the Denali board of directors, on an equal per share basis.

Dividend, Redemption or Conversion in Case of Class V Group Disposition

In the event of a disposition, in one transaction or a series of related transactions, by Denali and its subsidiaries (other than VMware and its subsidiaries) of assets of the Class V Group constituting all or substantially all of the assets of the Class V Group to one or more persons (other than in one or a series of Excluded Transactions (as defined under this "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" section), referred to as a Class V Group disposition, Denali will, on or prior to the 120th trading day following the consummation of such Class V Group disposition and in accordance with the applicable provisions of the Denali certificate, take the actions referred to below, as elected by the Denali board of directors:

- Subject to the discussion above under "*—Dividends—Dividends on Class V Common Stock*," Denali may declare and pay a dividend payable in cash, publicly traded securities (other than securities of Denali) or other assets, or any combination thereof, to the holders of outstanding shares of Class V Common Stock, with an aggregate fair value equal to the Class V Group Allocable Net Proceeds (as defined under this "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" section) of such Class V Group disposition (regardless of the form or nature of the proceeds received by Denali from the Class V Group disposition) as of the record date for determining the holders entitled to receive such dividend, as the same may be determined by the Denali board of directors, with such dividend to be paid in accordance with the applicable provisions under "*—Dividends*."
- Provided that there are assets of Denali legally available therefor and the Class V Group Available Dividend Amount would have been sufficient to pay a dividend pursuant to the first bullet above in lieu of effecting the redemption provided for in this second bullet, Denali may apply an aggregate amount of cash or publicly traded securities (other than securities of Denali) or any combination thereof with a fair value equal to the Class V Group Allocable Net Proceeds of such Class V Group disposition (regardless of the form or nature of the proceeds received by Denali from the Class V Group

disposition) as of the Class V Group Redemption Selection Date, referred to as the Class V Group Redemption Amount, to the redemption of outstanding shares of Class V Common Stock for an amount per share equal to the average market value of a share of Class V Common Stock over the period of 10 consecutive trading days beginning on the 2nd trading day following the public announcement of the Class V Group Net Proceeds (as defined under this "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition"* section) as set forth in the applicable notice provisions of the Denali certificate, except that if such Class V Group disposition involves all (not merely substantially all) of the assets of the Class V Group, a redemption as described in this second bullet will be a redemption of all outstanding shares of Class V Stock in exchange for an aggregate amount of cash or publicly traded securities (other than securities of Denali) or any combination thereof, with a fair value equal to the Class V Group Allocable Net Proceeds of such Class V Group disposition, on an equal per share basis.

- Provided that the Class C Common Stock is then traded on a U.S. securities exchange, Denali may convert the number of outstanding shares of Class V Common Stock obtained by dividing the Class V Group Allocable Net Proceeds by the average market value of a share of Class V Common Stock over the period of 10 consecutive trading days beginning on the 2nd trading day following the public announcement of the Class V Group Net Proceeds pursuant to the applicable notice provisions of the Denali certificate into an aggregate number (or fraction) of fully paid and non-assessable shares of Class C Common Stock equal to the number of shares of Class V Common Stock to be converted, multiplied by the amount (calculated to the nearest five decimal places) obtained by dividing (1) the average market value of a share of Class V Common Stock over the period of 10 consecutive trading days beginning on the 2nd trading day following the public announcement of the Class V Group Net Proceeds pursuant to the applicable notice provisions of the Denali certificate by (2) the average market value of one share of Class C Common Stock over the same 10-trading day period.
- Provided that the Class C Common Stock is then traded on a U.S. securities exchange, Denali may combine the conversion of a portion of the outstanding shares of Class V Common Stock into Class C Common Stock as contemplated by the third bullet above with the payment of a dividend on, or the redemption of, shares of Class V Common Stock, as described below, subject to the limitations specified in the first bullet above (in the case of a dividend) or the second bullet above (in the case of a redemption) (including the limitations specified in other sections of the Denali certificate referred to therein).

In the event the Denali board of directors elects the option pursuant to the fourth bullet above, the portion of the outstanding shares of Class V Common Stock to be converted into fully paid and non-assessable shares of Class C Common Stock will be determined by the Denali board of directors and will be so converted at the conversion rate determined in accordance with the third bullet above and Denali will (1) pay a dividend to the holders of record of all of the remaining shares of Class V Common Stock outstanding, with such dividend to be paid in accordance with the applicable provisions under "*—Dividends*" or (2) redeem all or a portion of such remaining shares of Class V Common Stock. The aggregate amount of such dividend or the portion of the Class V Group Allocable Net Proceeds to be applied to such redemption, as applicable, will be equal to the amount (rounded, if necessary, to the nearest whole number) obtained by multiplying (1) an amount equal to the Class V Group Allocable Net Proceeds of such Class V Group disposition as of, in the case of a dividend, the record date for determining the holders of Class V Common Stock entitled to receive such dividend and, in the case of a redemption, the Class V Group Redemption Selection Date, in each case before giving effect to the conversion of shares of Class V Common Stock in connection with such Class V Group disposition in accordance with the fourth bullet above and any related adjustment to the Number of Retained Interest Shares, by (2) one minus a fraction, the numerator of which will be the number of shares of Class V Common Stock to be converted into shares of Class C Common Stock in accordance with the fourth bullet above and the denominator of which will be the aggregate number of shares of Class V Common Stock outstanding as of the record date or the Class V Group Redemption Selection Date used for purposes of clause (1) of this sentence. In the event of a redemption concurrently with or following any such partial conversion of shares of Class V Common Stock, if

the Class V Group disposition was of all (not merely substantially all) of the assets of the Class V Group, then all remaining outstanding shares of Class V Common Stock will be redeemed for cash, publicly traded securities (other than securities of Denali) or other assets, or any combination thereof, with an aggregate fair value equal to the portion of the Class V Group Allocable Net Proceeds to be applied to such redemption determined in accordance with the fourth bullet above, such aggregate amount to be allocated among all such shares to be redeemed on an equal per share basis (subject to the provisions described under this "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" section). In the event of a redemption concurrently with or following any such partial conversion of shares of Class V Common Stock, if the Class V Group disposition was of not all of the assets of the Class V Group, then the number of shares of Class V Common Stock to be redeemed will be determined pursuant to the second bullet above, substituting for the Class V Group Redemption Amount referred to therein the portion of the Class V Group Allocable Net Proceeds to be applied to such redemption as determined in accordance with the fourth bullet above, and such shares will be redeemed for cash, publicly traded securities (other than securities of Denali) or other assets, or any combination thereof, with an aggregate fair value equal to such portion of the Class V Group Allocable Net Proceeds and allocated among all such shares to be redeemed on an equal per share basis (subject to the provisions under this "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" section). In the case of a redemption, the allocation of the cash, publicly traded securities (other than securities of Denali) and/or other assets to be paid in redemption and, in the case of a partial redemption, the selection of shares to be redeemed will be made in the manner contemplated pursuant to the second bullet above.

For purposes of the provisions described in this section "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*:"

- "Excluded Transaction" means, with respect to the Class V Group:
  - the disposition by Denali of all or substantially all of its assets in one transaction or a series of related transactions in connection with the liquidation, dissolution or winding-up of Denali and the distribution of assets to stockholders as referred to under "*—Liquidation and Dissolution*;"
  - the disposition of the businesses, assets, properties, liabilities and preferred stock of the Class V Group as contemplated under "*—Redemption for VMware Common Stock*" or "*—Redemption for Securities of Class V Group Subsidiary*," or otherwise to all holders of Class V Common Stock, divided among such holders on a pro rata basis in accordance with the number of shares of Class V Common Stock outstanding;
  - the disposition to any wholly owned subsidiary of Denali; or
  - a disposition conditioned upon the approval of the holders of Class V Common Stock (other than shares held by the Denali's affiliates), voting as a separate voting group.
- "Class V Group Net Proceeds" means, as of any date, with respect to any Class V Group disposition, an amount, if any, equal to the fair value of what remains of the gross proceeds of such disposition to Denali after any payment of, or reasonable provision for, without duplication, (1) any taxes, including withholding taxes, payable by Denali or any of its subsidiaries (other than VMware and its subsidiaries) (currently, or otherwise as a result of the utilization of Denali's tax attributes) in respect of such disposition or in respect of any resulting dividend or redemption pursuant to the first, second, third or fourth bullets under "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*;" (2) any transaction costs, including, without limitation, any legal, investment banking and accounting fees and expenses; (3) any liabilities (contingent or otherwise), including, without limitation, any liabilities for deferred taxes or any indemnity or guarantee obligations of Denali or any of its subsidiaries (other than VMware and its subsidiaries) incurred in connection with or resulting from such disposition or otherwise, and any liabilities for future purchase price adjustments; and (4) any preferential amounts plus any accumulated and unpaid dividends in respect of the preferred stock attributed to the Class V Group. For purposes of this definition, any assets of the Class V Group remaining after such disposition will constitute "reasonable provision" for such amount of taxes, costs, liabilities and other obligations as can be supported by such assets.

- "Class V Group Allocable Net Proceeds" means, with respect to any Class V Group disposition, the amount (rounded, if necessary, to the nearest whole number) obtained by multiplying (1) the Class V Group Net Proceeds of such Class V Group disposition, by (2) the Outstanding Interest Fraction as of such date.

For purposes of the provisions described in this section "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" and the definition of "Class V Group Disposition":

- as of any date, "substantially all of the assets of the Class V Group" means a portion of such assets that represents at least 80% of the then-fair value of the assets of the Class V Group as of such date;
- in the case of a Class V Group disposition effected in a series of related transactions, such Class V Group disposition will not be deemed to have been consummated until the consummation of the last of such transactions;
- if the Denali board of directors seeks the approval of the holders of Class V Common Stock entitled to vote thereon to qualify a Class V Group disposition as an Excluded Transaction and such approval is not obtained, the date on which such approval fails to be obtained will be treated as the date on which such Class V Group disposition was consummated for purposes of making the determinations and taking the actions prescribed under "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" and the applicable notice provisions of the Denali certificate, and no subsequent vote may be taken to qualify such Class V Group disposition as an Excluded Transaction; and
- in the event of a redemption of a portion of the outstanding shares of Class V Common Stock pursuant to the second or fourth bullets under "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" at a time when the Number of Retained Interest Shares is greater than zero, Denali will attribute to the DHI Group concurrently with such redemption an aggregate amount, referred to as the Retained Interest Redemption Amount, of cash, securities (other than securities of Denali) or other assets, or any combination thereof, subject to adjustment as described below, with an aggregate fair value equal to the difference between (1) the Class V Group Net Proceeds and (2) the portion of the Class V Group Allocable Net Proceeds applied to such redemption as determined in accordance with the second and fourth bullets under "*—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" (such attribution being referred to as the Retained Interest Partial Redemption). Upon such Retained Interest Partial Redemption, the Number of Retained Interest Shares will be decreased in the manner described in clause (2) of the second bullet of the definition of "Number of Retained Interest Shares" under "*Description of Denali Capital Stock Following the Merger—Definitions*." The Retained Interest Redemption Amount may, at the discretion of the Denali board of directors, be reflected by an allocation to the DHI Group or by a direct transfer to the DHI Group of cash, securities and/or other assets.

Certain Adjustments to the Number of Retained Interest Shares

As set forth in more complete detail under the definition of Number of Retained Interest Shares as set forth under "*Description of Denali Capital Stock Following the Merger—Definitions*," the Number of Retained Interest Shares as follows will from time to time be:

- adjusted:
  - to reflect subdivisions (by stock split or otherwise) and combinations (by reverse stock split or otherwise) of Class V Common Stock; and
  - upon the issuance of dividends of shares of Class V Common Stock to holders of Class V Common Stock and other reclassifications of Class V Common Stock;
- decreased:
  - when Denali issues or sells shares of Class V Common Stock and the proceeds of such an issuance or sale are attributed to the DHI Group or issued as a dividend to the holders of DHI Group common stock;

  - in the case of an attribution of cash, securities (other than securities of Denali) to the DHI Group upon the redemption of shares of Class V Common Stock in connection a disposition of all or substantially all of the assets attributed to the Class V Group;
  - upon the conversion, exchange or exercise of any convertible securities that, immediately prior to the issuance or sale of such convertible securities, were included in the Number of Retained Interest Shares; and
  - upon the transfer or allocation of assets from the Class V Group to the DHI Group in consideration of a reduction in the Number of Retained Interest Shares, to the extent such assets were not exchanged for a reallocation of cash or other assets of the DHI Group (or in connection with an assumption by the DHI Group of liabilities of the Class V Group) having an equivalent fair market value;
- increased:
  - in the case of a retirement or redemption of Class V Common Stock following (1) a purchase or redemption of such Class V Common Stock with funds attributed to the DHI Group, (2) a retirement or redemption of such Class V Common Stock owned by the DHI Group or (3) a conversion of such Class V Common Stock in connection with a disposition of all or substantially all of the assets attributed to the Class V Group;
  - upon the payment of a dividend to holders of Class V Common Stock consisting of shares of Class V Common Stock;
  - in the case of a deemed conversion, exchange or exercise of convertible securities into shares of Class V Common Stock; and
  - upon the transfer or allocation of assets from the DHI Group to the Class V Group in consideration of an increase in the Number of Retained Interest Shares, to the extent such assets were not exchanged for a reallocation of cash or other assets of the Class V Group (or in connection with an assumption by the Class V Group of liabilities of the DHI Group) having an equivalent fair market value; and
- increased or decreased:
  - under such other circumstances as the Denali board of directors determines appropriate or required by the other terms of the Denali certificate to reflect the economic substance of any other event or circumstance, except that each such adjustment will be made in a manner intended to reflect the relative economic interest of the DHI Group in the Class V Group.

Treatment of Convertible Securities

After any Class V Group Redemption Date or Class V Group Conversion Date (as defined under "*Description of Denali Capital Stock Following the Merger—Definitions*") on which all outstanding shares of Class V Common Stock are redeemed or converted, each share of Class V Common Stock of Denali that is to be issued on exchange, conversion or exercise of any convertible securities will, immediately upon such exchange, conversion or exercise and without any notice from or to, or any other action on the part of, Denali or the Denali board of directors or the holder of such convertible security:

- in the event the shares of Class V Common Stock outstanding on such Class V Group Redemption Date were redeemed pursuant to the second bullet under "*—Denali Common Stock—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" or "*—Denali Common Stock—Redemption for Securities of Class V Group Subsidiary*," be redeemed, to the extent of funds legally available therefor, for $0.01 per share in cash for each share of Class V Common Stock that otherwise would be issued upon such exchange, conversion or exercise; or
- in the event the shares of Class V Common Stock outstanding on such Class V Group Conversion Date were converted into shares of Class C Common Stock pursuant to the third or fourth bullets under "*—Denali Common Stock—Dividend, Redemption or Conversion in Case of Class V Group*

Disposition" or under "*—Conversion—Conversion of Class V Common Stock into Class C Common Stock at the Option of Denali*," be converted into the number of shares of Class C Common Stock that shares of Class V Common Stock would have received had such shares been outstanding and converted on such Class V Group Conversion Date.

The provisions of the immediately preceding sentence will not apply to the extent that other adjustments or alternative provisions in respect of such conversion, exchange or redemption Class V Common Stock are otherwise made or applied pursuant to the provisions of such convertible securities.

Deemed Conversion of Certain Convertible Securities

To the extent convertible securities are paid as a dividend to the holders of Class V Common Stock at a time when the DHI Group holds an inter-group interest in the Class V Group, in addition to making an adjustment pursuant to the second bullet of the third paragraph under "*—Denali Common Stock—Dividends—Dividends on Class V Common Stock*," Denali may, when at any time such convertible securities are convertible into or exchangeable or exercisable for shares of Class V Common Stock, treat such convertible securities as converted, exchanged or exercised for purposes of determining the increase in the Number of Retained Interest Shares pursuant to the third bullet of the definition of "Number of Retained Interest Shares" under "*Description of Denali Capital Stock Following the Merger—Definitions*," and must do so to the extent such convertible securities are mandatorily converted, exchanged or exercised (and to the extent the terms of such convertible securities require payment of consideration for such conversion, exchange or exercise, the DHI Group will then no longer be attributed as an asset an amount of the kind of assets or properties required to be paid as such consideration for the amount of convertible securities deemed converted, exchanged or exercised (and the Class V Group will be attributed such assets or properties)), in which case, from and after such time, the shares of Class V Common Stock into or for which such convertible securities were so considered converted, exchanged or exercised will be deemed held by the DHI Group and such convertible securities will no longer be deemed to be held by the DHI Group. A statement setting forth the election to effectuate any such deemed conversion, exchange or exercise of convertible securities and the assets or properties, if any, to be attributed to the Class V Group in consideration of such conversion, exchange or exercise will be filed with the secretary of Denali and, upon such filing, such deemed conversion, exchange or exercise will be effectuated.

Certain Determinations by the Denali Board of Directors

Generally

The Denali board of directors will make such determinations with respect to (1) the businesses, assets, properties, liabilities and preferred stock to be attributed to the DHI Group and the Class V Group, (2) the application of the provisions of the Denali certificate to transactions to be engaged in by Denali and (3) the voting powers, preferences, designations, rights, qualifications, limitations or restrictions of any series of Denali common stock or of the holders thereof, as may be or become necessary or appropriate to the exercise of, or to give effect to, such voting powers, preferences, designations, rights, qualifications, limitations or restrictions, including, without limiting the foregoing, the determinations referred to under this section "*—Certain Determinations by the Denali Board of Directors*," except that any of such determinations that would require approval of the Capital Stock Committee under the Denali bylaws will be effective only if made in accordance with the Denali bylaws. A record of any such determination will be filed with the records of the actions of the Denali board of directors.

- Upon any acquisition by Denali or its subsidiaries (other than VMware and its subsidiaries) of any businesses, assets or properties, or any assumption of liabilities or preferred stock, outside of the ordinary course of business of either the DHI Group or the Class V Group, the Denali board of directors will determine whether such businesses, assets, properties, liabilities or preferred stock (or an interest therein) will be for the benefit of the DHI Group or the Class V Group or both and, accordingly, will be attributed to such group or groups, in accordance with the definitions of DHI Group or Class V Group set forth above, as the case may be.

- Upon any issuance of shares of Class V Common Stock at a time when the Number of Retained Interest Shares is greater than zero, the Denali board of directors will determine, based on the use of the proceeds of such issuance and any other relevant factors, whether all or any part of the shares of such series so issued will reduce such Number of Retained Interest Shares. Upon any repurchase of shares of Class V Common Stock at any time, the Denali board of directors will determine, based on whether the cash or other assets paid in such repurchase was attributed to the DHI Group or the Class V Group and any other relevant factors, whether all or any part of the shares of such series so repurchased will increase such Number of Retained Interest Shares.
- Upon any issuance by Denali or any subsidiary thereof of any securities that are convertible into or exchangeable or exercisable for shares of Class V Common Stock, if at the time such convertible securities are issued the Number of Retained Interest Shares related to such series is greater than zero, the Denali board of directors will determine, based on the use of the proceeds of such issuance and any other relevant factors, whether, upon conversion, exchange or exercise thereof, the issuance of shares of Class V Common Stock pursuant thereto will, in whole or in part, reduce such Number of Retained Interest Shares.
- Upon any issuance of any shares of preferred stock (or stock other than Denali common stock) of any series, the Denali board of directors will attribute, based on the use of proceeds of such issuance of shares of preferred stock (or stock other than Denali common stock) in the business of either the DHI Group or the Class V Group and any other relevant factors, the shares so issued entirely to the DHI Group, entirely to the Class V Group, or partly to both groups, in such proportion as the Denali board of directors will determine.
- Upon any redemption or repurchase by Denali or any subsidiary thereof of shares of preferred stock (or stock other than Denali common stock) of any class or series or of other securities or debt obligations of Denali, the Denali board of directors will determine, based on the property used to redeem or purchase such shares, other securities or debt obligations, which, if any, of such shares, other securities or debt obligations redeemed or repurchased will be attributed to the DHI Group, to the Class V Group, or both, and, accordingly, how many of the shares of such series or class of preferred stock (or stock other than Denali common stock) or of such other securities, or how much of such debt obligations, that remain outstanding, if any, are thereafter attributed to each group.
- Upon any transfer to either the DHI Group or the Class V Group of businesses, assets or properties attributed to the other group, the Denali board of directors will determine the consideration therefor to be attributed to the transferring group in exchange therefor, including, without limitation, cash, securities or other property of the other Group, or will decrease or increase the Number of Retained Interest Shares, as described in clause (4) of the second or third bullet, as the case may be, of the definition of "Number of Retained Interest Shares" under "*Description of Denali Capital Stock Following the Merger—Definitions*."
- Upon any assumption by either the DHI Group or the Class V Group of liabilities or preferred stock attributed to the other group, the Denali board of directors will determine the consideration therefor to be attributed to the assuming group in exchange therefor, including, without limitation, cash, securities or other property of the other group, or will decrease or increase the Number of Retained Interest Shares, as described in clause (4) of the second or third bullet, as the case may be, of the definition of "Number of Retained Interest Shares" under "*Description of Denali Capital Stock Following the Merger—Definitions*."

Certain Determinations Not Required

Notwithstanding the foregoing provisions under "*—Certain Determinations by the Denali Board of Directors*" or any other provision in the Denali certificate, at any time when there are no shares of Class V Common Stock outstanding (or securities convertible into or exchangeable or exercisable for shares of Class V Common Stock), Denali need not:

- attribute any of the businesses, assets, properties, liabilities or preferred stock of Denali or any of its subsidiaries (other than VMware and its subsidiaries) to the DHI Group or the Class V Group; or

- make any determination required in connection therewith, nor will the Denali board of directors be required to make any of the determinations otherwise required under "*—Certain Determinations by the Denali Board of Directors*,"

and in such circumstances the holders of the shares of DHI Group common stock outstanding will (unless otherwise specifically provided in the Denali certificate) be entitled to all the voting powers, preferences, designations, rights, qualifications, limitations or restrictions of Denali common stock.

Denali Board of Directors Determinations Binding

Any determinations made in good faith by the Denali board of directors under any provision described under "*—Certain Determinations by the Denali Board of Directors*" or otherwise in furtherance of the application of such provisions will be final and binding, except that any of such determinations that would require approval of the Capital Stock Committee under the Denali bylaws will be final and binding only if made in accordance with the Denali bylaws.

Conversion

Conversion of Class A Common Stock, Class B Common Stock and Class D Common Stock

At any time and from time to time, any holder of Class A Common Stock, Class B Common Stock or Class D Common Stock will have the right by written election to Denali to convert all or any of the shares of such class, as applicable, held by such holder into shares of Class C Common Stock on a one-to-one basis, subject, in the case of any holder of Class D Common Stock, to any legal requirements applicable to such holder (including any applicable requirements under the HSR Act and any other applicable antitrust laws).

Upon any transfer of shares of Class A Common Stock or Class B Common Stock to any person, such shares shall automatically be converted into shares of Class C Common Stock on a one-for-one basis, except (1) a transfer to certain affiliated or related persons permitted under the Denali certificate, (2) in the case of the Class A Common Stock, (i) in a transfer pursuant to certain change of control transactions described in the Denali certificate or (ii) in connection with the transfer, at substantially the same time, of an aggregate number of shares of DHI Group common stock held by the MSD Partners stockholders and their permitted transferees greater than 50% of the outstanding shares of DHI Group common stock owned by the MSD Partners stockholders immediately following the closing of the merger (as adjusted for any stock split, stock dividend, reverse stock split or similar event occurring after the closing of the merger) to any person or group of affiliated persons or (3) in the case of the Class B Common Stock, in connection with the transfer, at substantially the same time, of an aggregate number of shares of DHI Group common stock held by the transferor and its permitted transferees greater than 50% of the outstanding shares of DHI Group common stock owned by the SLP stockholders immediately following the closing of the merger (as adjusted for any stock split, stock dividend, reverse stock split or similar event occurring after the closing of the merger) to any person or group of affiliated persons.

Denali will at all times reserve and keep available out of its authorized but unissued shares of Class C Common Stock, solely for the purpose of issuance upon conversion of outstanding shares of Class A Common Stock, Class B Common Stock and Class D Common Stock, such number of shares of Class C Common Stock that will be issuable upon the conversion of all such outstanding shares of Class A Common Stock, Class B Common Stock and Class D Common Stock.

Conversion of Class V Common Stock into Class C Common Stock at the Option of Denali

At the option of Denali, exercisable at any time the Class C Common Stock is then traded on a U.S. securities exchange, the Denali board of directors may authorize (the date the Denali board of directors makes

such authorization being referred to as the Class V Conversion Determination Date) that each outstanding share of Class V Common Stock be converted into a number (or fraction) of fully paid and non-assessable publicly traded shares of Class C Common Stock equal to the amount (calculated to the nearest five decimal places) obtained by multiplying the Applicable Conversion Percentage (as defined in "*Description of Denali Capital Stock Following the Merger—Definitions*") as of the Class V Conversion Determination Date by the amount (calculated to the nearest five decimal places) obtained by dividing (1) the average market value of a share of Class V Common Stock over the 10-trading day period ending on the trading day preceding the Class V Conversion Determination Date by (2) the average market value of a share of Class C Common Stock over the same 10-trading day period.

At the option of Denali, if certain tax events described in the Denali certificate occur, the Denali board of directors may authorize that each outstanding share of Class V Common Stock be converted into a number (or fraction) of fully paid and non-assessable shares of Class C Common Stock equal to the amount (calculated to the nearest five decimal places) obtained by multiplying 100% by the amount (calculated to the nearest five decimal places) obtained by dividing (1) the average market value of a share of Class V Common Stock over the 10-trading day period ending on the trading day preceding the Class V Conversion Determination Date by (2) the average market value of a share of Class C Common Stock over the same 10-trading day period, except that such conversion will only occur if the Class C Common Stock, upon issuance in such conversion, will have been registered under all applicable U.S. securities laws and will be listed for trading on a U.S. securities exchange.

If Denali determines to convert shares of Class V Common Stock into Class C Common Stock as described above, such conversion will occur on a Class V Group Conversion Date on or prior to the 45th day following the Class V Conversion Determination Date and will otherwise be effected pursuant to the applicable notice provisions of the Denali certificate.

Denali will not convert shares of Class V Common Stock into shares of Class C Common Stock as described above without converting all outstanding shares of Class V Common Stock into shares of Class C Common Stock as described above.

Material Differences in Rights between Class V Common Stock and Class C Common Stock

If Denali exercises its option to convert all outstanding shares of Class V Common Stock into shares of Class C Common Stock, such conversion would effectively eliminate Denali's tracking stock structure because the holders of Class V Common Stock would upon conversion hold one of four series of DHI Group common stock, none of which, after such conversion, would be intended to track the performance of any distinct tracking groups. The relative economic interest and voting power the holders of Class V Common Stock would ultimately hold in Denali would be dependent on the relative values of the Class V Common Stock and Class C Common Stock at the time Denali exercises its conversion right and the Applicable Conversion Percentage at the time, as described above.

Upon conversion, holders would no longer have special class voting rights (see "*—Denali Common Stock—Voting Rights—Special Voting Rights of the Class V Common Stock*") or be subject to certain redemption or conversion provisions related to the Class V Group (see "*—Denali Common Stock—Redemption for VMware Common Stock*," "*—Denali Common Stock—Redemption for Securities of Class V Group Subsidiary*" and "*—Denali Common Stock—Dividend, Redemption or Conversion in Case of Class V Group Disposition*"). Additionally, there would no longer be a Capital Stock Committee or a tracking stock policy (see "*Management of Denali After the Merger—Committees of the Board of Directors—Capital Stock Committee*" and "*Description of Denali Tracking Stock Policy*").

The following chart sets forth certain material differences in rights between the Class V Common Stock and the Class C Common Stock. For a more complete description of these differences, see this "*Description of Denali Capital Stock Following the Merger*" and "*Comparison of Rights of Denali Stockholders and EMC Shareholders*."

Class V Common Stock	Class C Common Stock
Dividends	
• Dividends on the Class V Common Stock may be declared and paid only out of the lesser of (1) the assets of Denali legally available therefor and (2) the Class V Group Available Dividend Amount.	• Dividends on Class C Common Stock (following the conversion of Class V Common Stock into Class C Common Stock) may be declared and paid only out of the assets of Denali legally available therefor.
• The Denali board of directors will have the authority and discretion to declare and pay (or to refrain from declaring and paying) dividends on outstanding shares of Class V Common Stock and dividends on outstanding shares of DHI Group common stock, in equal or unequal amounts, or only on the DHI Group common stock or the Class V Common Stock, irrespective of the amounts (if any) of prior dividends declared on, or the respective liquidation rights of, the DHI Group common stock or the Class V Common Stock, or any other factor.	• The holders of Class C Common Stock will be entitled to share equally, on a per share basis, in dividends and other distributions of cash, property or shares of stock of Denali that may be declared by the Denali board of directors from time to time with respect to any series of DHI Group common stock, except in limited circumstances. See "*—Denali Common Stock—Dividends—Dividends on DHI Group Common Stock*."
Voting Rights	
• One vote per share, voting together with the holders of shares of all series of Denali common stock as one class with respect to the election of Group I Directors and with respect to all other matters to be voted on by all the stockholders of Denali.	• One vote per share, voting together with the holders of shares of all series of Denali common stock as one class with respect to the election of Group I Directors and with respect to all other matters to be voted on by all the stockholders of Denali.
• The holders of Class V Common Stock also have certain special class voting rights related to the Class V Group as described under "*—Denali Common Stock—Voting Rights—Special Voting Rights of the Class V Common Stock*" above.	• No special class voting rights, except as provided by Delaware law.
Special Dividend, Redemption and Conversion Rights Related to Class V Group	
• Holders of Class V Common Stock have certain special dividend, redemption and conversion rights related to the Class V Group as described under "*—Denali Common Stock—Redemption for VMware Common Stock*," "*—Denali Common Stock—Redemption for Securities of Class V Group Subsidiary*" and "*—Denali Common Stock—Dividend, Redemption or Conversion in Case of Class V Group Disposition*" above.	• No special dividend, redemption or conversion rights related to the DHI Group exist. Following the conversion of Class V Common Stock into Class C Common Stock, Denali will no longer track the Groups separately.

Class V Common Stock	Class C Common Stock
Liquidation and Dissolution	
• In the event of a liquidation, dissolution or winding-up of Denali, the holders of shares of DHI Group common stock and the holders of shares of Class V Common Stock will be entitled to receive their proportionate interests in the assets of Denali available for distribution to holders of common stock (regardless of the class or series of stock to which such assets are then attributed) in proportion to the respective number of liquidation units per share of DHI Group common stock and Class V Common Stock.	• Following the conversion of Class V Common Stock into Class C Common Stock, in the event of a liquidation, dissolution or winding-up of Denali, the holders of shares of Class C Common Stock will be entitled to receive their proportionate interests in the assets of Denali available for distribution to holders of all Denali common stock in proportion to the respective number of shares of Denali common stock they hold.

Transfer Taxes

Denali will pay any and all documentary, stamp or similar issue or transfer taxes that may be payable in respect of the issue or delivery of a certificate or certificates representing any shares of capital stock and/or other securities on conversion or redemption of shares of Denali common stock pursuant to the Denali certificate. Denali will not, however, be required to pay any tax that may be payable in respect of any issue or delivery of a certificate or certificates representing any shares of capital stock in a name other than that in which the shares of Denali common stock so converted or redeemed were registered and no such issue or delivery will be made unless and until the person requesting the same has paid to Denali or its transfer agent the amount of any such tax, or has established to the satisfaction of Denali or its transfer agent that such tax has been paid.

Liquidation and Dissolution

Generally

In the event of a liquidation, dissolution or winding-up of Denali, whether voluntary or involuntary, after payment or provision for payment of the debts and liabilities of Denali and payment or provision for payment of any preferential amount due to the holders of any other class or series of stock as to payments upon dissolution of Denali (regardless of whether the shares are to be attributed to the DHI Group or the Class V Group), the holders of shares of DHI Group common stock and the holders of shares of Class V Common Stock will be entitled to receive their proportionate interests in the assets of Denali remaining for distribution to holders of stock (regardless of the class or series of stock to which such assets are then attributed) in proportion to the respective number of liquidation units per share of DHI Group common stock and Class V Common Stock.

Neither (1) the consolidation or merger of Denali with or into any other person or persons, (2) a transaction or series of related transactions that results in the transfer of more than 50% of the voting power of Denali nor (3) the sale, transfer or lease of all or substantially all of the assets of Denali will itself be deemed to be a liquidation, dissolution or winding-up of Denali.

Liquidation Units

The liquidation units per share of Class V Common Stock in relation to the DHI Group common stock will be as follows:

- each share of DHI Group common stock will have one liquidation unit; and

- each share of Class V Common Stock will have a number of liquidation units (including a fraction of one liquidation unit) equal to the amount (calculated to the nearest five decimal places) obtained by dividing (1) the average market value of a share of Class V Common Stock over the 10-trading day period commencing on (and including) the first trading day on which the Class V Common Stock trades in the regular way market on the NYSE, which we expect to occur on the first trading day after the completion of the merger) by (2) the fair value of a share of Class C Common Stock, determined as of the fifth trading day of such period by the Denali board of directors;

except that if Denali, at any time or from time to time, subdivides (by stock split, reclassification or otherwise) or combines (by reverse stock split, reclassification or otherwise) the outstanding shares of Class C Common Stock or Class V Common Stock, or declares and pays a dividend or distribution in shares of Class C Common Stock or Class V Common Stock to holders of Class C Common Stock or Class V Common Stock, as applicable, the per share liquidation units of the Class C Common Stock or Class V Common Stock, as applicable, will be appropriately adjusted as determined by the Denali board of directors, so as to avoid any dilution or increase in the aggregate, relative liquidation rights of the shares of Class C Common Stock and Class V Common Stock.

The Denali board of directors currently receives quarterly third party valuations of its common stock, and Denali expects that the Denali board of directors will continue to receive such valuations following the completion of the merger. The Denali board of directors therefore expects that its determination of the fair value of a share of Class C Common Stock as provided in clause (2) above will be based on the most recently completed such valuation and such other factors as the Denali board of directors determines are relevant. No approval of the Capital Stock Committee will be required for this determination.

To illustrate this provision, assuming the average market value of a share of Class V Common Stock over the 10-trading day period described above was equal to $60.56, the closing price of VMware Class A common stock on May 31, 2016, and the fair value of a share of Class C Common Stock as of the fifth trading day described above was determined by the Denali board of directors to be $27.50, the per-share price to be paid by investors purchasing Class C Common Stock under the common stock purchase agreements, then each share of Class C Common Stock would have one liquidation unit and each share of Class V Common Stock would have 2.20218 liquidation units, subject to any adjustments from time to time as described above, based on the following calculation:

$$\frac{\$60.56}{\$27.50} = 2.20218 \text{ liquidation units}$$

The foregoing example is hypothetical and is only intended to provide investors an illustrative example of how the number of liquidation units per share of Class V Common Stock will be determined. Although a recent market price of the VMware Class A common stock was used for purposes of this illustration, Denali does not expect the market prices of the Class V Common Stock and the VMware Class A common stock to be directly correlated due to the different characteristics of the Class V Common Stock as described elsewhere in this proxy statement/prospectus.

Whenever an adjustment is made to the number of liquidation units, Denali will promptly thereafter prepare and file a statement of such adjustment with the secretary of Denali. Neither the failure to prepare nor the failure to file any such statement will affect the validity of such adjustment.

Restrictions on Corporate Actions

From the completion of the merger through the two-year anniversary of the completion of the merger, Denali and its subsidiaries (other than VMware and its subsidiaries) will not purchase or otherwise acquire any shares of common stock of VMware if such acquisition would cause the common stock of VMware to no longer be publicly traded on a U.S. securities exchange or VMware to no longer be required to file reports under Sections 13 and 15(d) of the Exchange Act, in each case, unless such acquisition of VMware common stock is

required in order for VMware to continue to be a member of the affiliated group of corporations filing a consolidated tax return with Denali for purposes of Section 1502 of the Internal Revenue Code and the regulations thereunder.

For so long as any shares of Class V Common Stock remain outstanding, Denali will not authorize or issue any class or series of common stock (other than (1) Class V Common Stock or (2) Denali common stock with an inter-group interest in the Class V Group) intended to reflect an economic interest of Denali in assets comprising the Class V Group, including common stock of VMware.

Preemptive Rights

Subject to the provisions of any resolutions of the Denali board of directors providing for the creation of any series of Denali preferred stock, no holder of shares of stock of Denali will have any preemptive or other rights, except as such rights are expressly provided by the Denali stockholders agreement or other contract, to purchase or subscribe for or receive any shares of any class, or series thereof, of stock of Denali, whether now or hereafter authorized, or any warrants, options, bonds, debentures or other securities convertible into, exchangeable for or carrying any right to purchase any shares of any class, or series thereof, of stock; but, subject to the provisions of any resolutions of the Denali board of directors providing for the creation of any series of Denali preferred stock, such additional shares of stock and such warrants, options, bonds, debentures or other securities convertible into, exchangeable for or carrying any right to purchase any shares of any class, or series thereof, of stock may be issued or disposed of by the Denali board of directors to such persons, and on such terms and for such lawful consideration, as in its discretion it will deem advisable or as to which Denali will have by binding contract agreed.

The Denali stockholders agreement will provide that, prior to an initial underwritten public offering of DHI Group common stock, each of the MD stockholders, the MSD Partners stockholders and the SLP stockholders will be entitled to participate in any issuance by Denali of DHI Group common stock on a pro rata basis on the same terms and conditions and at the same price per share. This participation right is subject to certain customary exceptions.

Transfer Agent

The transfer agent and registrar for shares of Class V Common Stock will be American Stock Transfer & Trust Company, LLC.

Listing of Class V Common Stock

It is a condition to the completion of the transaction that the shares of Class V Common Stock to be issued in the transaction be approved for listing on the NYSE or Nasdaq, subject to official notice of issuance.

Definitions

For purposes of the Denali certificate and Denali bylaws, the following terms have the meanings set forth below:

- "Applicable Conversion Percentage" means (1) from the first date the Class C Common Stock is traded on a U.S. securities exchange until the first anniversary thereof, 120%, (2) from and after the first anniversary of such date until the second anniversary of such date, 115%, and (3) from and after the second anniversary of such date, 110%.
- "Capital Stock Committee" means the standing committee of the Denali board of directors as provided for in the Denali bylaws.
- "Class V Group" means, as of any date:
    - the direct and indirect economic rights of Denali in all of the shares of common stock of VMware owned by Denali as of immediately following the completion of the merger;

- all assets, liabilities and businesses acquired or assumed by Denali or any of its subsidiaries (other than VMware and its subsidiaries) for the account of the Class V Group, or contributed, allocated or transferred to the Class V Group (including the net proceeds of any issuances, sales or incurrences for the account of the Class V Group of shares of Class V Common Stock or indebtedness attributed to the Class V Group), in each case, after the completion of the merger and as will be determined by the Denali board of directors; and
- all net income and net losses arising in respect of the foregoing, including dividends received by Denali with respect to common stock of VMware, and the proceeds of any disposition of any of the foregoing;

except that the Class V Group will not include (1) any assets, liabilities or businesses disposed of after the completion of the merger for which fair value of the proceeds has been allocated to the Class V Group, (2) any assets, liabilities or businesses disposed of by dividend to holders of Class V Common Stock or in redemption of shares of Class V Common Stock, from and after the date of such disposition, (3) any assets, liabilities or businesses transferred or allocated after the completion of the merger from the Class V Group to the DHI Group, from and after the date of such transfer or allocation or (4) any Retained Interest Dividend Amount or Retained Interest Redemption Amount (each as defined above under "*—Denali Common Stock—Dividend, Redemption or Conversion in Case of Class V Group Disposition*"), from and after the date of such transfer or allocation.

- "Class V Group Conversion Date" means any date and time fixed by the Denali board of directors for a conversion of shares of Class V Common Stock pursuant to the Denali certificate.
- "Class V Group VMware Redemption Selection Date" means the date and time fixed by the Denali board of directors on which shares of Class V Common Stock are to be selected for exchange pursuant to the Denali certificate (which, for the avoidance of doubt, may be the same date and time as the Class V Group VMware Redemption Date).
- "Class V Group Redemption Date" means any date and time fixed by the Denali board of directors for a redemption of shares of Class V Common Stock pursuant to the Denali certificate.
- "Class V Group Redemption Selection Date" means the date and time fixed by the Denali board of directors on which shares of Class V Common Stock are to be selected for redemption pursuant to the Denali certificate (which, for the avoidance of doubt, may be the same date and time as the Class V Group Redemption Date).
- "DHI Group" means, as of any date:
  - the direct and indirect interest of Denali and any of its subsidiaries (including EMC, but excluding VMware and its subsidiaries) immediately following the completion of the merger in all of the businesses, assets (including the VMware intercompany notes), properties, liabilities and preferred stock of Denali and any of its subsidiaries (other than VMware and its subsidiaries), other than any businesses, assets, properties, liabilities and preferred stock attributable to the Class V Group as of the immediately following the completion of the merger;
  - all assets, liabilities and businesses acquired or assumed by Denali or any of its subsidiaries (other than VMware and its subsidiaries) for the account of the DHI Group, or contributed, allocated or transferred to the DHI Group (including the net proceeds of any issuances, sales or incurrences for the account of the DHI Group of shares of DHI Group common stock, convertible securities convertible into or exercisable or exchangeable for shares of DHI Group common stock, or indebtedness or Denali preferred stock attributed to the DHI Group and including any allocations or transfers of any Retained Interest Dividend Amount or Retained Interest Redemption Amount or otherwise in respect of any inter-group interest in the Class V Group), in each case, after the completion of the merger and as determined by the Denali board of directors;
  - all net income and net losses arising in respect of the foregoing and the proceeds of any disposition of any of the foregoing; and

- an inter-group interest in the Class V Group equal to one minus the Outstanding Interest Fraction as of such date;

except, that the DHI Group will not include (1) any assets, liabilities or businesses disposed of after the completion of the merger for which fair value of the proceeds has been allocated to the DHI Group, (2) any assets, liabilities or businesses disposed of by dividend to holders of DHI Group common stock or in redemption of shares of DHI Group common stock, from and after the date of such disposition or (3) any assets, liabilities or businesses transferred or allocated after the completion of the merger from the DHI Group to the Class V Group (other than through the inter-group interest in the Class V Group, if any, pursuant to clause (4) above), from and after the date of such transfer or allocation.

- "Number of Retained Interest Shares" means the proportionate undivided interest, if any, that the DHI Group may be deemed to hold in the assets, liabilities and businesses of the Class V Group in accordance with the Denali certificate, which will be represented by a number of unissued shares of Class V Common Stock, which will initially be equal to the number of shares of common stock of VMware owned by Denali and its subsidiaries (other than VMware and its subsidiaries) immediately following the completion of the merger date minus the number of shares of Class V Common Stock to be issued in the merger and will from time to time thereafter be (without duplication):
  - adjusted, if before such adjustment such number is greater than zero, as determined by the Denali board of directors to be appropriate to reflect subdivisions (by stock split or otherwise) and combinations (by reverse stock split or otherwise) of the Class V Common Stock and dividends of shares of Class V Common Stock to holders of Class V Common Stock and other reclassifications of Class V Common Stock;
  - decreased (but not below zero), if before such adjustment such number is greater than zero, by action of the Denali board of directors (without duplication): (1) by a number equal to the aggregate number of shares of Class V Common Stock issued or sold by Denali, the proceeds of which are attributed to the DHI Group, or issued as a dividend on DHI Group common stock pursuant to the second paragraph under "*—Denali Common Stock—Dividends—Dividends on DHI Group Common Stock*;" (2) in the event of a Retained Interest Partial Redemption, by a number equal to the amount (rounded, if necessary, to the nearest whole number) obtained by multiplying the Retained Interest Redemption Amount by the amount (rounded, if necessary, to the nearest whole number) obtained by dividing the aggregate number of shares of Class V Common Stock redeemed pursuant to the second or fourth bullets of "*—Denali Common Stock—Dividend, Redemption or Conversion in Case of Class V Group Disposition*," by the applicable Class V Group Redemption Amount or the applicable portion of the Class V Group Allocable Net Proceeds applied to such redemption; (3) by the number of shares of Class V Common Stock issued upon the conversion, exchange or exercise of any convertible securities that, immediately prior to the issuance or sale of such convertible securities, were included in the Number of Retained Interest Shares and (4) by a number equal to the amount (rounded, if necessary, to the nearest whole number) obtained by dividing (i) the aggregate fair value, as of a date within 90 days of the determination to be made pursuant to this clause (4), of assets attributed to the Class V Group that are transferred or allocated from the Class V Group to the DHI Group in consideration of a reduction in the Number of Retained Interest Shares, by (ii) the fair value of a share of Class V Common Stock as of the date of such transfer or allocation;
  - increased, by action of the Denali board of directors, (1) by a number equal to the aggregate number of shares of Class V Common Stock that are retired, redeemed or otherwise cease to be outstanding (i) following their purchase or redemption with funds or other assets attributed to the DHI Group, (ii) following their retirement or redemption for no consideration if immediately prior thereto, they were owned by an asset or business attributed to the DHI Group, or (iii) following their conversion into shares of Class C Common Stock pursuant to the third or fourth bullets of "*—Denali Common Stock—Dividend, Redemption or Conversion in Case of Class V Group*

Disposition;" (2) in accordance with the applicable provisions of the second bullet of the third paragraph under "*—Denali Common Stock —Dividends—Dividends on Class V Common Stock*;" (3) the number of shares of Class V Common Stock into or for which convertible securities attributed as a liability to, or equity interest in, the Class V Group are deemed converted, exchanged or exercised by the DHI Group pursuant to "*—Deemed Conversion of Certain Convertible Securities*" and (4) by a number equal to, as applicable, the amount (rounded, if necessary, to the nearest whole number) obtained by dividing (i) the fair value, as of a date within 90 days of the determination to be made pursuant to this clause (4), of assets theretofore attributed to the DHI Group that are contributed to the Class V Group in consideration of an increase in the Number of Retained Interest Shares, by (ii) the fair value of a share of Class V Common Stock as of the date of such contribution; and

- increased or decreased under such other circumstances as the Denali board of directors determines to be appropriate or required by the other terms of the Denali certificate to reflect the economic substance of any other event or circumstance, except that in each case, the adjustment will be made in a manner intended to reflect the relative economic interest of the DHI Group in the Class V Group.

DESCRIPTION OF DENALI TRACKING STOCK POLICY

The description set forth below of the Denali Tracking Stock Policy does not purport to be complete and is qualified in its entirety by reference to the Denali Tracking Stock Policy, a copy of which is attached as *Annex D* to this proxy statement/prospectus. All stockholders are urged to read the Denali Tracking Stock Policy carefully in its entirety.

General Policy

The Class V Group is intended initially to reflect the direct and indirect economic rights of Denali in the shares of Class A Common Stock, par value $0.01 per share, of VMware, and shares of Class B Common Stock, par value $0.01 per share, of VMware, in each case as owned indirectly by Denali immediately following the completion of the merger as a result of Denali's acquisition of EMC. As of the date of this proxy statement/prospectus, EMC owns 43,025,000 shares of Class A Common Stock of VMware and 300,000,000 shares of Class B Common Stock of VMware. From time to time, the Denali board of directors may allocate and reallocate assets and liabilities attributed to the Class V Group and the DHI Group, subject to the limitations set forth in the Denali certificate, the Denali bylaws and as set forth in the Denali Tracking Stock Policy. Any such allocation or reallocation of assets and/or liabilities between the Groups, and the impact thereof, would be reflected in the unaudited financial information that we will provide in our periodic filings with the SEC, which will show the attribution of our assets, liabilities, revenue and expenses to the Class V Group in accordance with our tracking stock policy. Any such allocation or reallocation, and any other matter discussed under "*—Relationship between the DHI Group and the Class V Group*" below, would not change the relative economic interests of the holders of Class V Common Stock and the holders of DHI Group common stock in the Class V Group (initially approximately 65% and 35%, respectively), unless such allocation or reallocation involved a transfer of assets or liabilities from one group to the other in return for an increase or decrease, as the case may be, of the DHI Group's retained interest in the Class V Group as discussed below.

The Denali Tracking Stock Policy provides that all material matters as to which the holders of DHI Group common stock and the holders of Class V Common Stock may have potentially divergent interests will be resolved in a manner that the Denali board of directors and, where expressly provided in the Denali Tracking Stock Policy or in the Denali bylaws, the Capital Stock Committee (as described under "*—Capital Stock Committee*") determine in accordance with such directors' business judgment to be in the best interests of Denali and its stockholders as a whole.

To the extent the Denali Tracking Stock Policy conflicts with any agreement that may exist from time to time between VMware and EMC, referred to collectively herein as the EMC/VMware Agreements, the terms of such EMC/VMware Agreement will control, and will be deemed consistent with the Denali Tracking Stock Policy.

Amendment and Modification

The Denali board of directors may not change the policies set forth in the Denali Tracking Stock Policy without the approval of the Capital Stock Committee, subject to certain limitations. The Denali board of directors also may not, without the approval of the Capital Stock Committee, adopt additional policies or make exceptions with respect to the application of the policies described in the Denali Tracking Stock Policy in connection with particular facts and circumstances, all as the Denali board of directors may determine in accordance with its business judgment to be in the best interests of Denali and its stockholders as a whole. Any decision by the Denali board of directors to amend, modify or rescind the Denali Tracking Stock Policy will require the approval of the Capital Stock Committee and will be final, binding and conclusive.

Corporate Opportunities

Allocation

The Denali Tracking Stock Policy provides that the Denali board of directors will allocate any business opportunities and operations and any acquired assets and businesses between the DHI Group and the Class V Group, in whole or in part, in a manner it considers in accordance with its business judgment to be in the best interests of Denali and its stockholders as a whole, which may involve the consideration of a number of factors that the Denali board of directors determines to be relevant including, without limitation:

- whether the business opportunity or operation, or the acquired asset or business, is principally within or related to the then existing scope of the business of either the DHI Group or the Class V Group;
- whether the DHI Group or the Class V Group is better positioned to undertake or have allocated to it that business opportunity or operation or acquired asset or business; and
- existing contractual agreements and restrictions.

No Prohibition

The DHI Group and the Class V Group will not be prohibited from:

- engaging in the same or similar business activities or lines of business as the other group;
- doing business with any potential or actual supplier, competitor or customer of the other group; or
- engaging in, or refraining from, any other activities whatsoever relating to any of the potential or actual suppliers, competitors or customers of the other group.

No Duty, Responsibility or Obligation

In addition, neither Denali nor the DHI Group or the Class V Group will have any duty, responsibility or obligation:

- to communicate or offer any business or other corporate opportunity that one group has to the other group, including any business or other corporate opportunity that may arise that either group may be financially able to undertake, and that is, from its nature, in the line of either group's business and is of practical advantage to either group;
- to have one group provide financial support to the other group; or
- otherwise to have one group assist the other group.

Relationship between the DHI Group and the Class V Group

The Denali Tracking Stock Policy provides that Denali will manage the businesses in the DHI Group and the businesses in the Class V Group in a manner intended to maximize the operations, assets and value of both groups, and with complementary deployment of personnel, capital and facilities, consistent with their respective business objectives.

Commercial Inter-Group Transactions

All material commercial transactions in the ordinary course of business between the groups are intended, to the extent practicable, to be on terms consistent with terms that would be applicable to arm's-length dealings with unrelated third parties. Neither group is under any obligation to use or make available to its customers services provided by the other group, and each group may use or make available to its customers services provided by a competitor of the other group.

Other Transfers of Assets and Liabilities

To the extent not governed under "*—General Policy*," the Denali board of directors may not, without the approval of the Capital Stock Committee, otherwise allocate and reallocate assets and liabilities from one group to the other. Any such reallocation will be effected by:

- the reallocation of assets or consideration (including services) of the transferor group to the transferee group and/or of liabilities of the transferor group to the transferee group;
- in the case of a reallocation of assets, the creation of inter-group debt owed by the transferee group to the transferor group or the reduction of inter-group debt owed by the transferor group to the transferee group;
- in the case of a reallocation of assets of the DHI Group to the Class V Group or an assumption by the DHI Group of liabilities of the Class V Group, an increase in the Number of Retained Interest Shares;
- in the case of a reallocation of assets of the Class V Group to the DHI Group or an assumption by the Class V Group of liabilities of the DHI Group, a decrease in the Number of Retained Interest Shares; or
- a combination of any of the above;

in each case, in an amount having a fair value equivalent to the fair value of the assets or liabilities reallocated by the transferor group. For these purposes, the fair value of the assets or liabilities transferred will be determined in accordance with the Denali certificate to the extent applicable and otherwise by the Denali board of directors, but only with the approval of the Capital Stock Committee, in each case in good faith in accordance with such directors' business judgment.

From and after any allocation or reallocation of assets and liabilities to or from the Class V Group, the financial impact of any such allocation or reallocation will be reflected in the quarterly and annual unaudited financial information for the Class V Group that Denali intends to provide on an ongoing basis in its filings with the SEC.

Treasury and Cash Management Policies

Upon the completion of the merger, all of the debt and preferred stock of Denali and its subsidiaries (other than debt and preferred stock of VMware and its subsidiaries) will be allocated to the DHI Group. Thereafter, the following will apply:

- Denali will attribute each future incurrence or issuance of external debt or preferred stock (other than debt and preferred stock of VMware and its subsidiaries) and the proceeds thereof to the DHI Group, subject to certain exceptions. Repurchases or repayment of debt or preferred stock will be charged to the group to which such debt or preferred stock was allocated.
- Debt attributed to the Class V Group (other than debt and preferred stock of VMware and its subsidiaries), including any loans made by the DHI Group to the Class V Group, will bear interest at a rate at which Denali could borrow such funds. Debt attributed to the DHI Group will bear interest at a rate equal to the difference between Denali's actual interest expense and the interest expense allocated to the Class V Group (inclusive of the interest expense of the debt of VMware and its subsidiaries).
- Denali will attribute each future issuance of DHI Group common stock and the proceeds thereof to the DHI Group and will attribute each future issuance of Class V Common Stock and the proceeds thereof to the Class V Group, except in respect of such issuances resulting in a reduction in the DHI Group's inter-group interest in the Class V Group.
- Dividends on DHI Group common stock will be charged against the DHI Group, and dividends on Class V Common Stock will be charged against the Class V Group. At the time of any dividend on Class V Common Stock while the Number of Retained Interest Shares is greater than zero, Denali will

reallocate to the DHI Group a proportionate amount of assets of the Class V Group (of the same kind as paid as a dividend on Class V Common Stock) in respect of the Number of Retained Interest Shares.

- Repurchases of DHI Group common stock will be charged against the DHI Group. Repurchases of Class V Common Stock may be charged either against the Class V Group and/or the DHI Group as determined by the Denali board of directors in its sole discretion. If a repurchase of Class V Common Stock is charged against the DHI Group, such Class V Common Stock will be deemed to be purchased by the DHI Group, and the Number of Retained Interest Shares will be increased by the number of shares deemed to be so purchased. If a repurchase of Class V Common Stock is charged against the Class V Group, the Number of Retained Interest Shares will not be changed as a result thereof.
- Denali will account for all cash transfers from one group to or for the account of the other group (other than transfers in return for assets or services rendered or transfers in respect of the Number of Retained Interest Shares) as inter-group revolving credit loans unless (1) the Denali board of directors determines that a given transfer (or type of transfer) should be accounted for as a long-term loan, (2) the Denali board of directors determines that a given transfer (or type of transfer) should be accounted for as a capital contribution to the Class V Group increasing the Number of Retained Interest Shares, or (3) the Denali board of directors determines that a given transfer (or type of transfer) should be accounted for as a repurchase of shares within the Number of Retained Interest Shares or as a dividend on the Number of Retained Interest Shares. There are no specific criteria to determine when Denali will account for a cash transfer as a long-term loan, a capital contribution or a repurchase of or dividend on the Number of Retained Interest Shares rather than an inter-group revolving credit loan. The Denali directors will make such a determination in the exercise of their business judgment at the time of such transfer based upon all relevant circumstances. Factors the Denali board of directors may consider include, without limitation, the current and projected capital structure of each group; the financing needs and objectives of the recipient group; the availability, cost and time associated with alternative financing sources; and prevailing interest rates and general economic conditions.
- Cash transfers accounted for as inter-group loans will bear interest at the rates described in the first bullet above. In addition, any cash transfer accounted for as a long-term loan will have amortization, maturity, redemption and other terms that reflect the then-prevailing terms on which Denali could borrow such funds.
- Any cash transfer from the DHI Group to the Class V Group (or for its account) accounted for as a capital contribution will correspondingly increase the Class V Group’s equity account and the Number of Retained Interest Shares.
- Any cash transfer from the Class V Group to the DHI Group (or for its account) accounted for as a repurchase of shares within the Number of Retained Interest Shares will correspondingly reduce the Class V Group’s equity account and the Number of Retained Interest Shares.
- In the event that any convertible securities or similar rights to acquire shares of Class V Common Stock that are attributed to the Number of Retained Interest Shares are exercised, the consideration for such exercise will be allocated to the DHI Group and the Number of Retained Interest Shares will be correspondingly reduced.

Intangible Assets

Intangible assets consist of the excess consideration paid over the fair value of net tangible assets acquired by Denali in business combinations accounted for under the purchase method and include goodwill, technology, leasehold interests, customer relationships and customer lists, trademarks and tradenames, non-compete agreements and in-process research and development. The Denali Tracking Stock Policy provides that these assets will be attributed to the respective groups based on specific identification and where acquired companies have been divided between the DHI Group and the Class V Group. Such assets will be allocated based on the respective fair values at the date of purchase of the related operations attributed to each group.

Dividend Policy

Subject to the limitations on dividends set forth in the Denali certificate and to applicable law, the holders of DHI Group common stock and the holders of Class V Common Stock will be entitled to receive dividends on their respective series of stock when, as and if the Denali board of directors authorizes and declares such dividends.

Denali does not expect to pay any dividends on the Class V Common Stock before VMware pays dividends on its shares and/or the Class V Group includes other assets that generate positive cash flow. Thereafter, the Denali board of directors will determine whether to pay dividends on the Class V Common Stock based primarily on the results of operations, financial condition and capital requirements of the Class V Group and of Denali as a whole, and other factors that the Denali board of directors considers relevant.

Financial Reporting; Allocation Matters

Financial Reporting

Denali will prepare and include in its periodic filings with the SEC consolidated financial statements of Denali and unaudited financial information that will show the attribution of Denali's assets, liabilities, revenue and expenses to the Class V Group in accordance with the Denali Tracking Stock Policy for so long as the Class V Common Stock is outstanding. For purposes of the unaudited financial information, the Class V Group will be allocated the debt and preferred stock of VMware and its subsidiaries outstanding from time to time.

Shared Services and Support Activities

If the Class V Group is allocated operating assets, Denali will directly charge specifically identifiable corporate overhead and other costs to the Class V Group. Where determinations based on specific usage alone are impracticable, Denali will use other allocation methods that it believes are fair, including methods based on factors such as the number of employees in, and total revenues generated by, each group.

Taxes

In general, any tax or tax item (including any tax item arising from a disposition) attributable to an asset, liability or other interest of the DHI Group or the Class V Group will be attributed to that group in the reasonable discretion of the Denali board of directors. Tax items that are attributable to a group that are carried forward or back and used as a tax benefit in another tax year will be attributed to that group. To the extent that any taxes or tax benefits are determined on a basis that includes the assets, liabilities or other tax items of both groups, such taxes and tax benefits will be attributed to each group based upon its contribution to such tax liability (or benefit) and, in the case of income taxes, principally based on the taxable income (or loss) tax credits, and other tax items directly related to each group. Such allocation to or from a group is intended to reflect its actual effect, whether positive or negative, on Denali's taxable income, related tax liability and tax credit position. Consistent with the general policies described above, tax benefits that cannot be used by a group generating those benefits but can be used to reduce the tax liability of the other group will be credited to the group that generated those benefits, and a corresponding amount will be charged to the group utilizing such benefits. Accordingly, the amount of taxes payable or refundable that will be allocated to each group may not necessarily be the same as that which would have been payable or refundable had that group filed separate income tax returns.

EMC, VMware and the other entities included in Denali's consolidated tax group are parties to a tax sharing agreement. The tax sharing agreement provides that VMware will make payments to EMC, and EMC will make payments to VMware in respect of the consolidated federal income tax liability of a hypothetical affiliated group consisting of VMware and its subsidiaries, computed on a stand-alone basis as if the members of such hypothetical affiliated group were not members of Denali's or EMC's affiliated group. Any payments made

pursuant to the tax sharing agreement will be credited or charged to the DHI Group or the Class V Group, as the case may be and, to the extent such payments relate to tax liabilities, tax benefits or other tax items charged or credited to the payor group hereunder, such payment will offset the applicable charge or credit, as determined in the reasonable discretion of the Denali board of directors.

The DHI Group will be allocated any tax liability of Denali or its subsidiaries resulting from the Class V Common Stock issued in connection with the closing of the merger being treated as other than stock of Denali or the deemed disposition of assets of the Class V Group resulting from the issuance of Class V Common Stock in connection with the closing of the merger, except that any such tax liability will be allocated to the Class V Group to the extent such tax liability results from certain types of changes in U.S. federal income tax law or comparable changes in state or local income tax laws after the effective time of the merger, referred to as a post-change tax liability. Nevertheless, to the extent such post-change tax liability reasonably could have been avoided by the conversion of Class V Common Stock into Class C Common Stock by Denali after the occurrence of a "Tax Event" pursuant to the Denali certificate and (1) Denali has not so converted the Class V Common Stock or (2) has so converted the Class V Common Stock but failed to use its reasonable best efforts to list the Class C Common Stock for trading on the NYSE or Nasdaq, all of such post-change tax liability will be allocated to the DHI Group and not the Class V Group.

Capital Stock Committee

Upon the completion of the merger, Denali will amend its bylaws to establish a standing committee of the Denali board of directors known as the Capital Stock Committee, which will consist of at least three members, and will at all times be composed of a majority of directors who satisfy the independence requirements required to serve on the audit committee of a company listed on the principal securities exchange on which the Class V Common Stock is listed (or if the Class V Common Stock is not so listed, then of a company listed on the NYSE). Pursuant to the merger agreement, representatives of Denali will consult with the chairman of the EMC board of directors concerning the initial three members of the Capital Stock Committee. Each director serving on the Capital Stock Committee will have one vote on all matters presented to such committee.

The Capital Stock Committee will have such powers, authority and responsibilities as are set forth in the Denali bylaws and in the Denali Tracking Stock Policy, and such other powers, authority and responsibilities as the Denali board of directors may grant to such committee, which will include the authority to engage the services of accountants, investment bankers, appraisers, attorneys and other service providers to assist in discharging its duties. See "*Management of Denali After the Merger—Committees of the Board of Directors—Capital Stock Committee*" for further detail on the powers, authority and responsibilities as are set forth in the Denali bylaws.

To the extent the members of the Capital Stock Committee who are independent directors are granted equity compensation in either DHI Group common stock or Class V Common Stock and/or options thereon, approximately half (as determined by the Denali board of directors) of the value at grant of all such compensation will consist of Class V Common Stock or options thereon.

In making determinations in connection with the Denali Tracking Stock Policy, the members of the Denali board of directors and the Capital Stock Committee will act in a fiduciary capacity and pursuant to legal guidance concerning their respective obligations under applicable law. The members of the Denali board of directors and of the Capital Stock Committee, in performing their duties in connection with the matters covered by the Denali Tracking Stock Policy, will be fully protected in relying in good faith upon the records of Denali and upon such information, opinions, reports, advice or statements presented to Denali, the Denali board of directors or the Capital Stock Committee by any of Denali's officers or employees, or other committees of the Denali board of directors, or by any accountants, investment bankers, appraisers, attorneys and other service providers retained by or on behalf of Denali, the Denali board of directors or the Capital Stock Committee.

COMPARISON OF RIGHTS OF DENALI STOCKHOLDERS AND EMC SHAREHOLDERS

The rights of EMC shareholders are currently governed by the EMC articles, the EMC bylaws, the MBCA and other Massachusetts laws related to corporations. Upon the completion of the merger, the rights of EMC shareholders who become stockholders of Denali in the merger will be governed by the Denali certificate, the Denali bylaws, the DGCL and other Delaware laws related to corporations. While the rights and privileges of stockholders of a Delaware corporation are, in many instances, comparable to those of shareholders of a Massachusetts corporation, there are certain differences.

Note that Delaware law commonly refers to "stockholders" of a corporation, while Massachusetts law commonly refers to "shareholders." These distinctions do not have any substantive significance. For purposes of this proxy statement/prospectus, holders of Denali common stock are referred to as "stockholders," and holders of EMC common stock are referred to as "shareholders."

The following description summarizes significant differences that may affect the rights of stockholders of Denali and shareholders of EMC. While this summary includes the material differences between the two, this summary may not contain all of the information that is important to you. The identification of specific differences is not intended to indicate that other equally or more significant differences do not exist. You are urged to carefully read this entire proxy statement/prospectus, the relevant provisions of the Denali certificate, the Denali bylaws, the EMC articles, the EMC bylaws, the DGCL, the MBCA and other corporation-related laws of Delaware and Massachusetts to the extent they relate to corporations organized in such states for a more complete understanding of the differences between being a stockholder of Denali and a shareholder of EMC. EMC has filed with the SEC the governing documents referenced in this comparison of stockholder rights, and the Denali certificate and Denali bylaws are attached to this proxy statement/prospectus as *Annexes B* and *C*, respectively. Denali and EMC will send copies of these governing documents referenced in this comparison of stockholder rights to you, without charge, upon your request. See "*Where You Can Find More Information*" for information on how you can obtain copies of the incorporated documents or view them via the Internet.

Authorized Capital Stock

Denali. Under the Denali certificate, Denali's authorized capital stock will consist of 2,143,025,308 shares of common stock, par value $0.01 per share, and 1,000,000 shares of preferred stock, par value $0.01 per share. There will be five series of authorized common stock, including 600,000,000 shares of Class A Common Stock, 200,000,000 shares of Class B Common Stock, 900,000,000 shares of Class C Common Stock, 100,000,000 shares of Class D Common Stock and 343,025,308 shares of Class V Common Stock.

EMC. The total authorized shares of capital stock of EMC consists of 6,000,000,000 shares of common stock, par value $0.01 per share, and 25,000,000 shares of preferred stock, par value $0.01 per share.

Economic Terms of Common Stock

Denali. The Class V Common Stock is intended to track the economic performance of the Class V Group, which represents a portion of Denali's business; however, there can be no assurance that the market price of the Class V Common Stock will, in fact, reflect the performance of such economic interest. The DHI Group common stock is intended to track the economic performance of the rest of Denali's business, including the DHI Group's retained interest in the Class V Group.

EMC. EMC has only one class of common stock. Shares of EMC's common stock are not limited to tracking the separate economic performance of a portion of EMC's business.

Voting Rights

Denali. Delaware law provides that stockholders entitled to vote will have one vote for each share of stock owned by them, unless otherwise provided in a company's certificate of incorporation, which may provide for more or less than one vote per share. Under the Denali certificate, subject to provisions in the Denali certificate related to the election, removal and filling of vacancies in respect of directors, each holder of record of Class V Common Stock will be entitled to one vote per share of Class V Common Stock. Holders of Class A Common Stock and Class B Common Stock will be entitled to 10 votes per share of Class A Common Stock or Class B Common Stock, as applicable and holders of Class C Common Stock will be entitled to one vote per share of Class C Common Stock. Holders of Class D Common Stock will not vote on any matters except to the extent required under Delaware law (in which case such holders will be entitled to one vote per share of Class D Common Stock). Immediately following the completion of the merger, it is expected that the number of votes to which holders of Class V Common Stock would be entitled will represent approximately 4% of the total number of votes to which all holders of Denali common stock would be entitled, the number of votes to which holders of Class A Common Stock would be entitled will represent approximately 73% of the total number of votes to which all holders of Denali common stock would be entitled, the number of votes to which holders of Class B Common Stock would be entitled will represent approximately 23% of the total number of votes to which all holders of Denali common stock would be entitled, and the number of votes to which holders of Class C Common Stock would be entitled will represent less than 1% of the total number of votes to which all holders of Denali common stock would be entitled. The Denali certificate does not provide for cumulative voting.

Holders of Class V Common Stock will vote together with the DHI Group common stock as a single class except in certain limited circumstances under which the holders of Class V Common Stock will have the right to vote as a separate class, including the right to vote as a separate class (1) to approve certain changes to the Denali certificate that (i) would adversely alter or change the powers, preferences or special rights of the shares of Class V Common Stock or (ii) would change or alter certain restrictions on corporate actions, (2) to approve any merger or business combination pursuant to which (i) the holders of Denali common stock would not own at least 50% of the voting power of the surviving corporation or the parent corporation of the surviving corporation and (ii) the holders of Class V Common Stock would not receive the same type of consideration as the other series of common stock in an aggregate amount equal to or greater in value than the proportion of the average of the aggregate fair market value of the outstanding Class V Common Stock over the prior thirty day trading period to the aggregate fair market value of the other outstanding series of Denali common stock over the same thirty day trading period and (3) to approve the amendment or repeal of the provisions in the Denali bylaws that establish the Capital Stock Committee. In addition, the Group II Directors of Denali will be elected solely by the holders of Class A Common Stock voting as a separate class, and the Group III Directors of Denali will be elected solely by the holders of Class B Common Stock voting as a separate class.

EMC. Massachusetts law provides that shareholders entitled to vote will have one vote for each share of stock owned by them. Massachusetts law also allows a corporation with two or more classes of stock to specify in its articles of organization different voting powers for the different classes of stock. EMC has only one class of common stock. Each holder of EMC common stock is entitled to one vote for each share held of record and may not cumulate votes for the election of directors.

Board of Directors—Number, Election and Removal of Directors and Filling Vacancies

Denali. The DGCL provides that the board of directors of a Delaware corporation will consist of one or more directors, as fixed by the corporation's bylaws or certificate of incorporation. The DGCL further provides that directors of Denali may be removed with or without cause by the holders of a majority of shares entitled to vote at an election of directors; however, whenever the holders of any class or series of stock are entitled to elect one or more directors by a corporation's certificate of incorporation, in respect of the removal without cause of any directors so elected, the right to remove such directors without cause by the holders of a majority of shares entitled to vote at an election of directors applies only to the vote of the holders of the outstanding shares of that class or series entitled to elect such directors and not to the vote of the outstanding shares of the corporation as a whole.

In respect of vacancies, the DGCL provides that, unless otherwise provided by the corporation's certificate of incorporation or bylaws, a vacancy or newly created directorship resulting from an increase in the number of directors may be filled by a majority of directors then in office, even if less than a quorum, or by the vote of the stockholders. Pursuant to the DGCL, whenever the holders of any class or series of stock are entitled to elect one or more directors by a corporation's certificate of incorporation, vacancies and newly created directorships of such class or series may be filled by a majority of the directors elected by such class or series then in office. Also pursuant to the DGCL, if, at the time of filling any vacancy or newly created directorship, the number of directors then in office represents less than a majority of the whole board of directors (as constituted immediately prior to any such increase), the Court of Chancery of the State of Delaware may, upon application of stockholders holding at least 10% of the voting stock outstanding having the right to vote for such directors, order an election to fill vacancies or newly created directorships, or replace directors chosen by the board of directors then in office to fill vacancies or newly created directorships.

Following the completion of the merger, Denali's stockholders will be entitled to elect, remove and fill vacancies in respect of members of the Denali board of directors as follows:

- *Group I Directors*. The Group I Directors will initially number three. The holders of Denali common stock (other than the holders of Class D Common Stock) voting together as a single class, will be entitled to elect, vote to remove or fill any vacancy in respect of any Group I Director. The number of Group I Directors can be increased (to no more than seven) or decreased (to no less than three) by action of the Denali board of directors that includes the affirmative vote of (1) a majority of the Denali board of directors, (2) a majority of the Group II Directors and (3) a majority of the Group III Directors. Any newly created directorship on the Denali board of directors with respect to the Group I Directors that results from an increase in the number of Group I Directors may be filled by the affirmative vote of a majority of the Denali board of directors then in office, provided that a quorum is present, and any other vacancy occurring on the Denali board of directors with respect to the Group I Directors may be filled by the affirmative vote of a majority of the Denali board of directors then in office, even if less than a quorum, or by a sole remaining director. A majority of the Denali common stock (other than the Class D Common Stock) voting together as a single class, will be entitled remove any Group I Director with or without cause at any time. In the event that the Denali board of directors consists of a number of directors entitled to an aggregate amount of votes that is less than seven, the number of Group I Directors will automatically be increased to such number as is necessary to ensure that the voting power of the Denali board of directors is equal to an aggregate of seven votes (assuming, for each such calculation, full attendance by each director). The number of votes the Group I Directors, the Group II Directors and the Group III Directors are respectively entitled to is described below.
- *Group II Directors*. The Group II Directors will initially number one. Until a Designation Rights Trigger Event (as defined under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*") has occurred with respect to the Class A Common Stock, the holders of Class A Common Stock will have the right, voting separately as a class, to elect up to three Group II Directors, and, voting separately as a class, will solely be entitled to elect, vote to remove without cause or fill any vacancy in respect of any Group II Director. Upon the occurrence of a Designation Rights Trigger Event with respect to the Class A Common Stock, the rights of the Class A Common Stock described in this paragraph will immediately terminate and no right to elect Group II Directors will thereafter attach to the Class A Common Stock. The number of Group II Directors may be increased (to no more than three) by action of the Group II Directors or vote of the holders of Class A Common Stock, voting separately as a class, or decreased (to no less than one) by vote of the holders of Class A Common Stock, voting separately as a class. In the case of any vacancy or newly created directorship occurring with respect to the Group II Directors, such vacancy will only be filled by the vote of the holders of the outstanding Class A Common Stock, voting separately as a class. The holders of Class A Common Stock, voting separately as a class, will be entitled to remove any Group II Director with or without cause at any time.

- *Group III Directors*. The Group III Directors will initially number two. Until a Designation Rights Trigger Event (as defined under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*") has occurred with respect to the Class B Common Stock, the holders of Class B Common Stock will have the right, voting separately as a class, to elect up to three Group III Directors, and, voting separately as a class, will solely be entitled to elect, vote to remove without cause or fill any vacancy in respect of any Group III Director. Upon the occurrence of a Designation Rights Trigger Event with respect to the Class B Common Stock, the rights of the Class B Common Stock described in this paragraph will immediately terminate and no right to elect Group III Directors will thereafter attach to the Class B Common Stock. The number of Group III Directors may be increased (to no more than three) by action of the Group III Directors or vote of the holders of Class B Common Stock, voting separately as a class, or decreased (to no less than one) by vote of the holders of Class B Common Stock, voting separately as a class. In the case of any vacancy or newly created directorship occurring with respect to the Group III Directors, such vacancy or newly created directorship will only be filled by the vote of the holders of the outstanding Class B Common Stock, voting separately as a class. The holders of Class B Common Stock, voting separately as a class, will be entitled to remove any Group III Director with or without cause at any time.

Elections of the members of the Denali board of directors will be held annually at the annual meeting of Denali stockholders and each director will be elected for a term commencing on the date of that director's election and ending on the earlier of (1) the date that director's successor is elected and qualified, (2) the date of that director's death, resignation, disqualification or removal, (3) solely in the case of the Group II Directors, the occurrence of a Designation Rights Trigger Event (as defined under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*") with respect to the Class A Common Stock and (4) solely in the case of the Group III Directors, the occurrence of a Designation Rights Trigger Event (as defined under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*") with respect to the Class B Common Stock.

It is expected that the Denali board of directors will delegate to an executive committee consisting entirely of at least one Group II Director and one Group III Director a substantial portion of the Denali board of directors' power and authority over most corporate matters not directly related to the Class V Common Stock or shares of VMware common stock held by EMC, excluding activities of the audit committee. Matters directly related to the Class V Common Stock will be managed by or under the direction of the Denali board of directors and the Capital Stock Committee as described under "*Description of Denali Tracking Stock Policy*." The voting power of the Group II Directors and Group III Directors on the executive committee will be proportionate to their respective voting power on the Denali board of directors.

EMC. The MBCA requires classification of a public corporation's board of directors into three classes, each having a three-year term, unless the directors vote to have the corporation be exempt from such requirement or the shareholders elect to have the corporation be exempt from such requirement by a vote of two-thirds of each class of stock outstanding. The MBCA further requires that the number of directors be determined as set forth in the corporation's articles of organization or bylaws. In addition, whenever there is more than one shareholder of the corporation, there must be at least three directors, except if there are two shareholders then the number of directors may not be less than two.

The EMC board of directors currently consists of eleven members and is not classified. The EMC bylaws state that the number of directors will be fixed at any time or from time to time only by the affirmative vote of a majority of the directors then in office, but will not be less than three if there are more than two shareholders. There is no upper limit to the number of directors under the EMC bylaws.

The EMC bylaws provide that other than in a Contested Election Meeting, a nominee for director will be elected at a meeting of shareholders at which a quorum is present if the votes cast "for" such nominee's election exceed the votes cast "against" such nominee's election (with "abstentions," "broker non-votes" and "withheld votes" not counted as a vote "for" or "against" such nominee's election). Pursuant to the EMC articles and bylaws,

in a Contested Election Meeting, directors shall be elected by a plurality of the votes cast at such meeting. In this context, a Contested Election Meeting is a meeting of shareholders where there are more persons nominated for election than there are directors to be elected, as of a date determined in accordance with the EMC bylaws.

Per the MBCA, if a public corporation's board of directors is not classified, shareholders may remove directors with or without cause, unless otherwise provided in its articles of organization or bylaws. The EMC bylaws provide that directors of EMC may be removed from office, but only for cause (as defined in the MBCA), by vote of the holders of a majority of shares entitled to vote at an election of directors and only at a shareholder meeting called for the purpose of removing the director or directors where the notice of the meeting states that such removal is the purpose or one of the purposes of the meeting. Additionally, pursuant to the MBCA, EMC directors may be removed for cause by directors by vote of a greater of a majority of directors then in office or the number of directors required under the EMC articles or bylaws to take action on a matter before the board, in either case at a meeting called for the purpose of removing a director.

The EMC bylaws provide that a vacancy on the EMC board of directors, including a vacancy resulting from an increase in the size of the EMC board of directors, may be filled by (1) the board of directors, (2) if the directors remaining in office constitute fewer than a quorum, by the affirmative vote of a majority of all directors remaining in office or (3) shareholders in accordance with procedures set forth the EMC articles, bylaws and Massachusetts law.

Removal of Officers; Chairman of the Board

Denali. Subject to the rights of the holders of Class A Common Stock described below, the Denali bylaws will provide that any officer or agent elected or appointed by the Denali board of directors may be removed, either with or without cause, by the vote of directors representing a majority of the voting power of the directors at a special meeting called for the purpose, or at any regular meeting of the Denali board of directors.

The Denali certificate provides that prior to the consummation of an initial underwritten public offering of DHI Group common stock, as long as Michael S. Dell has not died and is not disabled and the MD stockholders own either more than (x) 35% of the outstanding DHI Group common stock or (y) the number of shares of DHI Group common stock beneficially owned by the SLP stockholders, then (1) removal of the chief executive officer of Denali will require the approval of the holders of a majority of the outstanding shares of Class A Common Stock, voting separately as a class, and (2) unless otherwise consented to by the holders of a majority of the outstanding Class A Common Stock, voting separately as a class, the chief executive officer of Denali will also serve as chairman of the Denali board of directors (provided the chief executive officer is a director of Denali).

EMC. The EMC bylaws provide that the EMC board of directors may remove any officer elected by the EMC board of directors with or without cause at any time. Pursuant to the Corporate Governance Guidelines adopted by the EMC board of directors, the EMC board of directors is required to annually review the board's leadership structure and determine whether it is best for EMC that (1) the role of the chairman of the EMC board of directors be combined or separated from the role of the chief executive officer of EMC and (2) the chairman of the EMC board of directors be an independent director.

Amendments to Corporate Charter

Denali. Under the DGCL, a certificate of incorporation may be amended by approval of the board of directors of the corporation and the affirmative vote of the holders of a majority in voting power of the outstanding shares entitled to vote for the amendment, unless a higher vote is required by the corporation's certificate of incorporation. The Denali certificate will not require a higher vote except that the affirmative vote of the holders of a majority of the then-issued and outstanding shares of Class A Common Stock and the affirmative vote of the holders of a majority of the then-issued and outstanding shares of Class B Common Stock will be required for any amendment, alteration or repeal (including by merger, consolidation or otherwise by

operation of law) of the provisions of the Denali certificate that will govern Denali's authorized capital stock and the Denali board of directors and, for so long as the MD stockholders or the SLP stockholders own any Denali common stock, for any amendment, alteration or repeal (including by merger, consolidation or otherwise by operation of law) of the provisions of the Denali certificate that will govern limitation of liability and indemnification of certain individuals, including Denali's directors and officers and persons serving as a director or officer of another organization at Denali's request, waiver of the corporate opportunities doctrine and amendments to the Denali certificate. Subject to the foregoing limitations and subject to certain special voting rights of the Class V Common Stock over actions that affect the Class V Common Stock described under "*—Voting Rights*," certain consent rights of Denali stockholders described under "*Certain Relationships and Related Transactions—Denali Stockholders Agreement—MD Stockholder and SLP Stockholder Approvals*," and any stockholder votes or consents provided for in any resolutions creating a series of preferred stock of Denali, Denali reserves the right to amend any provision of the Denali certificate in any manner provided by law, and all rights conferred to any directors or stockholders by the Denali certificate will be granted subject to this reservation.

EMC. Under the MBCA, an amendment to the articles of organization of a corporation must be adopted by the board of directors of the corporation. Following its adoption by the board of directors, subject to certain limitations, including certain limited amendments that may be made by the board of directors of a corporation without shareholder approval, the affirmative vote of two-thirds of all shares entitled to vote on the matter and two-thirds of the shares of any voting group entitled to vote separately on the matter is generally required to authorize an amendment to the articles of organization of a corporation. Under the MBCA, a corporation may in its articles of organization reduce the vote required to approve an amendment to its articles of organization, but not below a majority of all shares in a voting group eligible to vote on the amendment. Per the EMC articles, unless a greater vote is required by its articles of organization or its bylaws, adoption of an amendment to its articles of organization requires the affirmative vote of at least a majority of all shares entitled generally to vote on the matter and at least a majority of the shares of any voting group entitled to vote separately on the matter. Additionally, under the MBCA and the EMC articles, EMC's board of directors can condition its submission of an amendment to the EMC articles to EMC shareholders on any basis, including requiring a greater vote than as set forth above.

Amendments to Bylaws

Denali. Under the DGCL, after a corporation has received any payment for any of its stock, its bylaws may be adopted, amended or repealed by a vote of its stockholders or, if power is so conferred in the corporation's certificate of incorporation, by the board of directors, except that the corporation's stockholders will not be divested of their power to adopt, amend or repeal any bylaws of the corporation even if such power has been conferred upon the board of directors.

The Denali certificate provides that, subject to certain special voting rights of the Class V Common Stock with respect to the amendment or repeal of provisions of the Denali bylaws related to the Capital Stock Committee described under "*—Voting Rights*" and certain consent rights of Denali stockholders described under "*Certain Relationships and Related Transactions—Denali Stockholders Agreement—MD Stockholder and SLP Stockholder Approvals*," the Denali board of directors will be expressly authorized to adopt, amend or repeal the Denali bylaws or adopt new Denali bylaws, without any action on the part of the stockholders, except that Denali bylaws adopted or amended by the Directors may be amended, altered, or repealed by the stockholders, subject to any limitation set forth in the Denali certificate.

EMC. Under the MBCA, the power to make, amend or repeal bylaws lies with the shareholders. If authorized by the articles of organization or by the bylaws pursuant to authorization in the articles of organization, directors, may also make, amend or repeal the bylaws, except with respect to any provisions which by law, the articles of organization or the bylaws require action by the shareholders. Any action taken by the board of directors of a corporation with respect to the bylaws may be amended or repealed by the shareholders.

The EMC bylaws provide that they may be altered, amended or repealed by vote of the shareholders at any annual or special meeting called for such purpose; the notice of the meeting must specify the subject matter of the proposed change. Per the EMC articles, the EMC board of directors may also make, amend or repeal the bylaws, except with respect to bylaws which by law or the EMC bylaws require action by EMC's shareholders. The EMC bylaws provide that EMC's board of directors may not take any action which provides for indemnification of directors or any action to amend the bylaw provisions governing amendments to the EMC bylaws.

Action by Consent of Stockholders

Denali. The DGCL provides that, unless otherwise provided in a corporation's certificate of incorporation, actions required or permitted to be taken at any meeting of stockholders of a corporation may be taken without a meeting, without prior notice and without a vote, if a consent is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shares entitled to vote thereon were present and voted. Under the Denali certificate, any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the actions to be taken, shall be signed by both (1) the holders of Denali stock having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shares of Denali stock entitled to vote thereon were present and voted and (2) each of the holders of a majority of the outstanding DHI Group common stock beneficially owned by the MD stockholders and a majority of the outstanding DHI Group common stock beneficially owned by the SLP stockholders, if any, that are stockholders at such time.

EMC. Per the EMC articles and the EMC bylaws, any action required or permitted to be taken at any meeting of shareholders may be taken without a meeting by written consent of shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. Shareholders may act by less than unanimous written consent only if shareholders who own (as ownership is defined in the EMC articles) in the aggregate at least 25% of the outstanding shares of EMC (1) request in writing that the EMC board of directors fix a record date prior to soliciting any consents in respect of the action, (2) solicit consents to take action from all shareholders and (3) continuously own not less than 25% of the outstanding shares through the date of delivery of the written consents by shareholders having the requisite votes to take action. The EMC board of directors must promptly but in any event within ten business days of receipt of the request set the record date. The EMC board of directors, however, is not obligated to set a record date if, among other matters, (i) the EMC board of directors has called or calls for an annual or special meeting to be held within 90 days after receipt of the shareholder request and the board determines in good faith that the business of such annual or special meeting is to include the business specified in the shareholder request or (ii) an annual or special meeting that included the business specified in the request, as determined by the board in good faith, was held not more than 90 days before the request was received. If written consents are solicited by or at the direction of the EMC board of directors, shareholders may also act without a meeting by written consent of shareholders having not less than the minimum number of votes necessary to take action at a meeting at which all shareholders entitled to vote are present and voting without complying with the foregoing provisions. Additionally, EMC shareholders may act without a meeting by unanimous written consent.

Notice of Specific Actions by Holders of Shares

Denali. The Denali bylaws will provide that a written notice of the place, date and hour of all meetings of stockholders, and, in case of a special meeting, the purpose or purposes for which the meeting is called will be given to each stockholder entitled to vote at the meeting at least ten and no more than 60 days before the meeting.

EMC. The EMC bylaws provide that a written notice of each meeting of shareholders, stating the place, date, hour and purposes of the meeting will be given to each shareholder entitled to vote at the meeting and to each shareholder who, by law, by the EMC articles or by the EMC bylaws is entitled to notice, at least seven and no more than 60 days before the meeting.

Requirements for Advance Notification of Director Nominations and Stockholder Proposals

Denali. The Denali bylaws will establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by the MD stockholders and the SLP stockholders pursuant to the Denali stockholders agreement. In order for any matter to be "properly brought" before a meeting, a stockholder will have to comply with advance notice requirements and provide certain information. Generally, to be timely, a stockholder's notice must be received at Denali's principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the immediately preceding annual meeting of Denali stockholders. The Denali bylaws will also specify requirements as to the form and content of a stockholder's notice. The Denali bylaws will allow the chairman of the meeting to adopt rules and regulations for the conduct of meetings which may have the effect of precluding the conduct of certain business at a meeting if the rules and regulations are not followed. These provisions may also defer, delay or discourage a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to influence or obtain control of Denali.

EMC. The EMC bylaws provide that shareholder proposals and nominations may be made only after giving timely notice in writing to the secretary of EMC. In order to be timely given, a shareholder's notice must be received at the principal executive offices of EMC (1) not less than 95 days nor more than 125 days prior to the anniversary date of the immediately preceding annual meeting of shareholders of EMC or (2) in the case of a special meeting or if the annual meeting is called for a date not within 30 days before or after such anniversary date, not later than the close of business on the tenth day following the day on which notice of the date of such meeting was mailed or public disclosure of the date of such meeting was made, whichever first occurs. The EMC bylaws also specify requirements as to the form and content of a shareholder's notice, and allow the chairman of the board or other presiding officer of the meeting to disregard items of business at a meeting if the procedures set forth in the bylaws are not followed.

Special Stockholder Meetings

Denali. The Denali bylaws will provide that special meetings of the stockholders for any purpose or purposes may be called at any time by the chairman of the Denali board of directors (if any), or by directors representing a majority of the voting power of the Denali board of directors, and shall be called by Denali's chief executive officer, president or secretary upon delivery of a written request for a special meeting, stating the purpose or purposes of the meeting, signed by the holders of at least fifty percent of voting power of the issued and outstanding stock entitled to vote at such meeting.

EMC. The EMC bylaws provide that a special meeting of the shareholders may be called by the president at the direction of the chairman of the board of directors or by a majority of directors, and will be called by the secretary upon the written request of shareholders holding in the aggregate at least 25% of all the votes entitled to be cast on any issue to be considered at the proposed special meeting. Any shareholder request must state the purpose of the proposed meeting and include other information specified in the EMC bylaws. A special meeting requested by shareholders will be held on a date and at a time and place as will be determined by the EMC board of directors, which date will not be more than 90 days after the request for the meeting is received by the secretary. A special meeting requested by shareholders will not be held if (1) the stated business to be brought is not a proper subject for shareholder action under applicable law, (2) the EMC board of directors has called or calls for an annual meeting of shareholders to be held within 90 days after the secretary receives the request for the special meeting and the board determines in good faith that the business of the annual meeting includes the business specified in the shareholder request or (3) an annual or special meeting that included the business specified in the request, as determined in good faith by the board, was held not more than 90 days before the request to call a special meeting was received by the secretary.

Inspection Rights

Denali. Under the DGCL, every stockholder has the right to examine, in person or by agent or attorney, during the usual hours for business, for any proper purpose the corporation's stock ledger, a list of its stockholders and its other books and records, and to make copies or extracts therefrom. In order to exercise the foregoing right, a stockholder must submit a written demand to the corporation, under oath, stating the purpose of such demand. Upon refusal of the corporation (or an agent or officer of the corporation) to permit an inspection demanded by a stockholder, or upon the failure to reply to a stockholder's demand within five business days after such demand has been made, a stockholder may apply to the Delaware Court of Chancery to compel the inspection. Where a stockholder seeks to have the Delaware Court of Chancery compel an inspection of the corporation's books and records, other than its stock ledger or list of stockholders, the stockholder must first establish that it has complied with the formal requirements of making a demand for inspection and that the inspection is for a proper purpose. For purposes of this provision of the DGCL, a "proper purpose" is one that is reasonably related to such person's interest as a stockholder.

The Denali bylaws will further provide that a complete list of stockholders entitled to vote at any meeting of stockholders will be open to the examination of any stockholder, for any purpose germane to the meeting (1) on a reasonably accessible electronic network or (2) at Denali's principal executive offices during ordinary business hours, for a period of at least ten days prior to the meeting and during the meeting.

EMC. The MBCA requires that every domestic corporation maintain in Massachusetts, the corporation's articles of organization, bylaws, resolutions adopted by its board of directors creating one or more classes or series of shares, records of all meetings and actions of shareholders for the past three years, all written communications to shareholders generally within the past three years, a list of the names and business addresses of its current directors and officers and its most recent annual report delivered to the secretary of state. Each shareholder of the corporation has the right to inspect and copy, during regular business hours at the office where they are maintained, copies of any such records, if he gives the corporation written notice of his demand at least five business days before the date on which he wishes to inspect and copy. A shareholder similarly may inspect and copy excerpts from records of meetings of, and actions taken by, the board of directors, certain accounting records and a record of the corporation's shareholders, provided that the shareholder's demand is made in good faith and for a proper purpose, the purpose and the records the shareholder desires to inspect are described with reasonable particularity, the records are directly connected with such purpose and the corporation does not determine in good faith that disclosure of such records would adversely affect the corporation in the conduct of its business. In addition to the rights of inspection provided by the MBCA, a shareholder of a Massachusetts corporation may seek to inspect additional documents, if a request for such inspection is refused by the corporation, by petitioning a court for the appropriate order. The granting of such a petition is discretionary, and the shareholder has the burden of demonstrating (1) that he is acting in good faith and for the purposes of advancing the interests of the corporation and protecting his own interest as a shareholder and (2) that the requested documents are relevant to those purposes.

The EMC articles provide that no shareholder will have any right to examine any property or any books, accounts or other writings of the corporation if there is reasonable ground for belief that such examination will for any reason be adverse to the interests of the corporation, and a vote of the directors refusing permission to make such examination and setting forth that in the opinion of the directors such examination would be adverse to the interests of the corporation will be prima facie evidence that such examination would be adverse to the interests of the corporation. Every such examination will be subject to such reasonable regulations as the directors may establish in regard thereto.

Limitation of Personal Liability of Directors and Indemnification

Denali. The Denali certificate provides that no director of Denali will be personally liable to Denali or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for the following, which are expressly not subject to limitation under the DGCL:

- any breach of the director's duty of loyalty to Denali or its stockholders;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law;
- violation of Section 174 of the DGCL regarding unlawful payment of dividends or unlawful stock purchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

The Denali certificate and the Denali bylaws provide that Denali will, to the fullest extent permitted by law, indemnify any and all of Denali's officers and directors, and may, to the fullest extent permitted by law or to such lesser extent as is determined in the discretion of the Denali board of directors, indemnify any and all other persons whom it shall have power to indemnify, from and against all expenses, liabilities or other matters arising out of their status as such or their acts, omissions or services rendered in such capacities, except that Denali's indemnification obligation in connection with proceedings initiated by indemnified persons will extend only to such proceedings (or parts thereof) that were authorized by the Denali board of directors. The DGCL provides that such indemnification is subject to such person seeking indemnification having acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the corporation, and with respect to any criminal motion or proceeding, such person having had no reasonable cause to believe the conduct was unlawful. The Denali certificate provides that the foregoing right to indemnification shall include the right to be paid by Denali the expenses incurred in defending any such proceeding in advance of its final disposition, except that, if the DGCL so requires, the payment of such expenses incurred by a current, former or proposed director or officer in his or her capacity as a director or officer or proposed director or officer in advance of the final disposition of a proceeding shall be made only upon delivery to Denali of an undertaking by or on behalf of such person to repay all amounts so advanced if it shall be ultimately determined that such person is not entitled to be indemnified under the Denali certificate or otherwise. Denali may, by action of the Denali board of directors, provide indemnification to employees and agents of Denali, individually or as a group, with the same scope and effect as the indemnification of directors and officers provided for in the Denali certificate. The right to indemnification and the advancement and payment of expenses that will be conferred by the Denali certificate and the Denali bylaws will not be exclusive of any other right which any indemnified person may have or acquire.

EMC. The EMC articles provide that no director of EMC will be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director to the extent provided by applicable law, except that to the extent required by the MBCA, the foregoing provision will not eliminate or limit the liability of a director (1) for any breach of the director's duty of loyalty to EMC or its shareholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under the MBCA, or (4) for any transaction from which the director derived an improper personal benefit.

The EMC bylaws provide that EMC will, to the extent legally permissible, indemnify each of its directors and officers (including persons who act at its request as directors, officers or trustees of another organization or in any capacity with respect to any employee benefit plan) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by such director or officer in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which such director or officer may be involved or with which such director or officer may be threatened, while in office or thereafter, by reason of such individual being or having been such a director or officer. Such indemnification will not be available to a director for any matter as to which a director is adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such individual's action was in the best interests of EMC or, to the extent that such matter relates to service with respect to any employee benefit plan, in the best interests of the participants or beneficiaries of any employee benefit plan. As

to any matter disposed of by a compromise payment by such director or officer pursuant to a consent decree or otherwise, no indemnification for said payment will be provided unless such compromise is approved as in the best interests of EMC after notice that it involves such indemnification:

- by a disinterested majority of the directors then in office;
- by a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such director appears to have acted in good faith in the reasonable belief that such individual's action was in the best interests of EMC; or
- by the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested director or officer.

Waiver of Corporate Opportunities Doctrine

Denali. Section 122(17) of the DGCL provides that a corporation may renounce, in its certificate of incorporation or by action of its board of directors, any interest or expectancy of the corporation in, or in being offered an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the corporation or one or more of its officers, directors or stockholders. The Denali certificate provides for Denali, to the fullest extent permitted by law, to renounce any interest or expectancy to participate in any business or investments of any Covered Person (as defined below) as currently conducted or as may be conducted in the future, and to waive any claim against a Covered Person and to indemnify a Covered Person against any claim that such Covered Person is liable to Denali, its subsidiaries or their respective stockholders for breach of any fiduciary duty solely by reason of such person's participation in any such business or investment, and for Denali to further renounce any interest or expectancy in any potential transaction or matter of which the Covered Person acquires knowledge, except, in each case, for any corporate opportunity which is expressly offered to a Covered Person in writing solely in his or her capacity as an officer or director of Denali or its subsidiaries.

EMC. The MBCA does not directly address the doctrine of corporate opportunities, and neither the EMC articles nor the EMC bylaws address the doctrine of corporate opportunities.

Dividends

Denali. The Denali certificate provides that the Denali board of directors may declare dividends upon the capital stock of Denali from time to time. The terms of the Denali certificate applicable to the availability and payment of dividends are more particularly described under "*Description of Denali Capital Stock Following the Merger—Denali Common Stock—Dividends*."

EMC. The EMC articles provide that the EMC board of directors may declare dividends upon the common stock of EMC from time to time, as permitted by law.

Relevant Business Combination Provisions and Statutes

Denali. Section 203 of the DGCL generally provides that, if a person acquires 15% or more of the voting stock of a Delaware corporation without the prior approval of the board of directors of that corporation, such person may not engage in certain transactions with the corporation for a period of three years, with certain exceptions. A Delaware corporation may elect in its certificate of incorporation or bylaws not be governed by Section 203. The Denali certificate includes such an election.

EMC. Chapter 110F of the Massachusetts General Laws generally provides that, if a person acquires 5% or more of the stock of a Massachusetts corporation without the approval of the board of directors of that corporation, such person may not engage in certain transactions with the corporation for a period of three years following the time that person becomes a 5% shareholder, with certain exceptions. A Massachusetts corporation may elect in its articles of organization or bylaws not be governed by Chapter 110F. The EMC bylaws include such an election.

Under the Massachusetts control share acquisitions statute (Chapter 110D of the Massachusetts General Laws), a person who acquires beneficial ownership of shares of stock of a corporation in a threshold amount equal to one-fifth or more but less than one-third, one-third or more but less than a majority, or a majority or more of the voting stock of the corporation, referred to as a control share acquisition, must obtain the approval of a majority of shares entitled to vote generally in the election of directors (excluding (1) any shares owned by any person acquiring or proposing to acquire beneficial ownership of shares in a control share acquisition, (2) any shares owned by any officer of the corporation and (3) any shares owned by any employee of the corporation who is also a director of the corporation) for the purpose of acquiring voting rights for the shares that such person acquires in crossing the foregoing thresholds.

The Massachusetts control share acquisitions statute permits the corporation, to the extent authorized by its articles of organization or bylaws, to redeem all shares acquired by an acquiring person in a control share acquisition for fair value (which is to be determined in accordance with procedures adopted by the corporation) if (1) no control share acquisition statement is delivered by the acquiring person or (2) a control share acquisition statement has been delivered and voting rights were not authorized for such shares by the shareholders in accordance with the applicable provision of the control share acquisitions statute.

The Massachusetts control share acquisition statute permits a Massachusetts corporation to elect not to be governed by the statute's provisions by including a provision in the corporation's articles of organization or bylaws pursuant to which the corporation opts out of the statute. The EMC bylaws contain such an opt-out provision but also include additional procedures with regard to EMC's redemption of shares acquired in a control share acquisition if EMC becomes subject to the control share acquisitions statute.

Chapter 110C of the Massachusetts General Laws (1) subjects an offeror to certain disclosure and filing requirements before such offeror can proceed with a takeover bid, defined to include any acquisition of or offer to acquire more than 10% of the issued and outstanding equity securities of a target company and (2) provides that, if a person (together with its associates and affiliates) beneficially owns more than 5% of the stock of a Massachusetts corporation, such person may not make a takeover bid if during the preceding year such person acquired any of the subject stock with the undisclosed intent of gaining control of the corporation. The statute contains certain exceptions to these prohibitions, including if the board of directors approves the takeover bid, recommends it to the corporation's shareholders and the terms of the takeover are furnished to shareholders.

Mergers, Acquisitions and Other Transactions

Denali. The DGCL generally requires the affirmative vote of the holders of a majority in voting power of the outstanding stock of the corporation entitled to vote thereon to authorize or approve any agreement providing for a merger or consolidation of such corporation. With respect to Denali, authorization or approval of a merger or consolidation of the corporation will also be subject to certain special voting rights of the Class V Common Stock over actions that affect the Class V Common Stock under "*—Voting Rights*" and certain consent rights of Denali stockholders described under "*Certain Relationships and Related Transactions—Denali Stockholders Agreement—MD Stockholder and SLP Stockholder Approvals*."

EMC. Under the MBCA, approval of mergers and consolidations generally requires the affirmative vote of two-thirds of all shares entitled to vote on the transaction and two-thirds of the shares in any voting group entitled to vote separately on the transaction. A corporation's articles of organization, however, may provide for a vote of a lesser proportion, but not less than a majority of each such class. The EMC articles provide that approval by the shareholders of a plan of merger or share exchange in accordance with the MBCA will require approval by at least a majority of all the shares entitled generally to vote on the matter by the EMC articles and, in addition, at least a majority of the shares in any voting group entitled to vote separately on the matter by the MBCA, the EMC articles or the EMC bylaws. Additionally, the EMC board of directors can condition its submission of the merger or share exchange to shareholders on any basis, including requiring a greater vote than described in the foregoing sentence.

Dissenters' and Appraisal Rights

Denali. Under Delaware law, the rights of stockholders to obtain a judicial appraisal of the fair value for their shares, referred to as appraisal rights, may be available in connection with a statutory merger or consolidation in certain specific situations if the stockholders have neither voted in favor of nor consented in writing to the merger or consolidation.

In addition, unless otherwise provided in the certificate of incorporation, no appraisal rights are available under Delaware law to holders of shares of any class of stock which is either (1) listed on a national securities exchange, or (2) held of record by more than 2,000 stockholders, unless such stockholders are required by the terms of the merger to accept anything other than:

- shares of stock of the surviving corporation;
- shares of stock of another corporation which, as of the effective date of the merger or consolidation, are of the kind described in (1) or (2) above;
- cash instead of fractional shares of such stock; or
- any combination of the above three bullets.

Appraisal rights are not available under Delaware law in the event of the sale of all or substantially all of a corporation's assets or the adoption of an amendment to its certificate of incorporation, unless such rights are granted in the corporation's certificate of incorporation. The Denali certificate does not grant such rights. Appraisal rights are also not available to a corporation's stockholders under Delaware law when the corporation is to be the surviving corporation and no vote of its stockholders is required to approve the merger.

EMC. The appraisal rights of EMC shareholders are governed in accordance with the MBCA. Under the MBCA, appraisal rights offer shareholders of a corporation the ability to demand payment in cash for the fair value of their shares of common stock in the event of the following corporate or other actions: (1) certain mergers that require shareholder approval under the MBCA or the corporation's articles of organization, unless the shareholders receive as consideration only cash equal to what they would receive upon dissolution, or, in the case of shareholders holding marketable securities in the target corporation, only marketable securities in the surviving corporation, cash, or a combination thereof, and in both cases, no director, officer, or controlling shareholder has an extraordinary financial interest in the transaction; (2) a plan of share exchange, unless both the existing shares and the consideration consist of marketable securities and no director, officer or controlling shareholder has an extraordinary financial interest in the transaction; (3) a sale or exchange of all or substantially all of the corporation's property other than in the regular course of business; (4) an amendment of the corporation's articles of organization that materially and adversely affects the shareholders' rights as specified in the MBCA; (5) an amendment of the articles of organization or of the bylaws or the entering into by the corporation of any agreement to which the shareholder is not a party that adds restrictions on the transfer or registration of any outstanding shares held by the shareholder or amends any pre-existing restrictions on the transfer or registration of his shares in a manner which is materially adverse to the ability of the shareholder to transfer his shares; (6) any corporate action taken pursuant to a shareholder vote to the extent that the articles of organization, bylaws or a resolution of the board of directors provides that voting or nonvoting shareholders are entitled to appraisal; and (7) conversion of the corporation into a nonprofit organization or other entity pursuant to certain provisions of the MBCA. The MBCA provides, among other procedural requirements for the exercise of appraisal rights, that (A) only those shares entitled to vote are eligible for appraisal, (B) a shareholder's written demand for appraisal of shares must be received before the taking of the vote on the matter giving rise to appraisal rights, when the matter is voted on at a meeting of shareholders and (C) a shareholder requesting appraisal may not vote any shares in favor of the proposed action. See the section entitled "*Appraisal Rights of EMC Shareholders*" and the text of Part 13 of the MBCA reproduced in its entirety as *Annex E* to this proxy statement/prospectus for further information.

Preemptive Rights

Denali. Under Delaware law, stockholders do not have any preemptive rights to subscribe to additional issues of a corporation's stock unless such rights are so provided in the corporation's certificate of incorporation. Subject to the provisions of any resolutions of the Denali board of directors providing for the creation of any series of Denali preferred stock, the Denali certificate does not provide for preemptive rights, except such rights as are expressly provided by the Denali stockholders agreement or other contract, to purchase or subscribe for or receive any shares of any class, or series thereof, of stock of Denali or securities convertible into or exchangeable for stock of Denali. The Denali stockholders agreement will provide for preemptive rights in favor of the MD stockholders, the MSD Partners stockholders and the SLP stockholders. See "*Description of Denali Capital Stock Following the Merger—Preemptive Rights*."

EMC. Under the MBCA, shareholders do not have any preemptive rights to subscribe to additional issues of a corporation's stock unless they are so provided in the corporation's articles of organization or in a contract to which the corporation is a party. The EMC articles do not provide for preemptive rights.

Exclusive Forum Provision

Denali. Under the Denali certificate, unless Denali consents in writing to the selection of an alternative forum, the sole and exclusive forum for (1) any derivative action or proceeding brought on behalf of Denali, (2) any action asserting a claim of breach of a fiduciary duty owed by any director or officer or stockholder of Denali to Denali or Denali's stockholders, (3) any action asserting a claim against Denali or any director or officer or stockholder of Denali arising pursuant to any provision of the DGCL or Denali certificate or Denali bylaws, or (4) any action asserting a claim against Denali or any director or officer or stockholder of Denali governed by the internal affairs doctrine, shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware).

EMC. Neither the EMC articles nor the EMC bylaws contains an exclusive forum provision.

Definitions

For purposes of the Denali certificate and Denali bylaws, the following terms have the meanings set forth below:

- "Aggregate Group II Director Votes" means, as of the date of measurement:
  - seven votes for all matters subject to the vote of the Denali board of directors (whether by a meeting or by written consent) for so long as the MD stockholders beneficially own an aggregate of more than 35% of the issued and outstanding DHI Group common stock; or, so long as the foregoing is not applicable,
  - three votes for all matters subject to the vote of the Denali board of directors (whether by a meeting or by written consent) for so long as the MD stockholders beneficially own an aggregate number of shares of DHI Group common stock equal to more than 66 2/3% of the Reference Number;
  - two votes for all matters subject to the vote of the Denali board of directors (whether by a meeting or by written consent) for so long as the MD stockholders beneficially own an aggregate number of shares of DHI Group common stock equal to more than 33 1/3% but less than or equal to 66 2/3% of the Reference Number;
  - one vote for all matters subject to the vote of the Denali board of directors (whether by a meeting or by written consent) for so long as the MD stockholders beneficially own an aggregate number of shares of DHI Group common stock equal to 10% or more but less than or equal to 33 1/3% of the Reference Number; and

- zero votes for all matters subject to the vote of the Denali board of directors (whether by a meeting or by written consent) for so long as the MD stockholders beneficially own an aggregate number of shares of DHI Group common stock less than 10% of the Reference Number;

except that subject to the immediately succeeding sentence, at any time that the MD stockholders beneficially own a number of shares of DHI Group common stock equal to or greater than 1.5 times the number of shares of DHI Group common stock beneficially owned by the SLP stockholders, the Aggregate Group II Director Votes will equal seven votes. Notwithstanding anything in this definition of "Aggregate Group II Director Votes" to the contrary, on and after a Disabling Event and if at the commencement of such Disabling Event the SLP stockholders beneficially own an aggregate number of shares of DHI Group common stock equal to at least 50% of the Reference Number, then the aggregate number of votes that the Group II Directors will be entitled to will be the lesser of (A) the number of votes that the Group II Directors would be entitled to without regard to this sentence and (B) that number of votes that then constitutes the Aggregate Group III Director Votes, except that if the Disabling Event is a Disability of MD, then this sentence will cease to apply, and the number of votes of the Group II Directors and the Group III Directors will be calculated without regard to this sentence, upon the cessation of such Disabling Event, and except that following and during the continuance of a Disabling Event, if the MD stockholders beneficially own at least a majority of the outstanding DHI Group common stock and an MD Stockholder enters into certain qualified sale transactions described in the Denali certificate which require approval of the Denali board of directors, the number of votes of the Group II Directors and the Group III Directors with respect to the vote by the Denali board of directors on any such qualified sale transaction, definitive agreements and filings related thereto and/or the consummation thereof will be determined without giving effect to such Disabling Event.

- "Aggregate Group III Director Votes" means, as of the date of measurement:
  - three votes for all matters subject to the vote of the Denali board of directors (whether by a meeting or by written consent) for so long as the SLP stockholders beneficially own a number of shares of DHI Group common stock (other than Class D Common Stock) equal to more than 66 ⅔% of the Reference Number;
  - two votes for all matters subject to the vote of the Denali board of directors (whether by a meeting or by written consent) for so long as the SLP stockholders beneficially own a number of shares of DHI Group common stock (other than Class D Common Stock) representing more than 33 ⅓% but less than or equal to 66 ⅔% of the Reference Number;
  - one vote for all matters subject to the vote of the Denali board of directors (whether by a meeting or by written consent) for so long as the SLP stockholders beneficially own a number of shares of DHI Group common stock (other than Class D Common Stock) representing 10% or more but less than or equal to 33 ⅓% of the Reference Number; and
  - zero votes for all matters subject to the vote of the Denali board of directors (whether by a meeting or by written consent) for so long as the SLP stockholders beneficially own a number of shares of DHI Group common stock (other than Class D Common Stock) representing less than 10% of the Reference Number.
- "Covered Person" means (1) any director or officer of Denali or any of its subsidiaries who is also a director, officer, employee, managing director or other affiliate of MSD Partners or Silver Lake Partners, (2) MSD Partners and the MSD Partners stockholders, and (3) Silver Lake Partners and the SLP stockholders, except that MD will not be a "Covered Person" for so long as he is an executive officer of the Corporation or any of certain subsidiaries specified in the Denali certificate.
- "Designation Rights Trigger Event" means the earliest to occur of the following: (1) an initial underwritten public offering that is registered under the Securities Act of DHI Group common stock, (2) with respect to the Class A Common Stock, the Aggregate Group II Director Votes equaling zero and (3) with respect to the Class B Common Stock, the Aggregate Group III Director Votes equaling zero.

- “Disabling Event” means either the death, or the continuation of any disability, of Michael S. Dell.
- “Reference Number” means 98,181,818 shares of DHI Group common stock (as adjusted for any stock split, stock dividend, reverse stock split or similar event occurring after the merger).

APPRAISAL RIGHTS OF EMC SHAREHOLDERS

Under the provisions of Part 13 of the MBCA, a shareholder of a Massachusetts corporation is entitled to appraisal rights, and payment of the fair value of his, her or its shares, in the event of certain corporate actions. Appraisal rights offer shareholders the ability to demand payment in cash of the fair value of their shares in the event they are dissatisfied with the consideration that they are to receive in connection with the corporate action. Under Section 13.02(a)(1) of the MBCA, shareholders of a Massachusetts corporation generally are entitled to appraisal rights in the event of a merger, but such rights are subject to certain exceptions. Under the MBCA, EMC is required to state whether it has concluded that EMC shareholders are, are not or may be entitled to assert appraisal rights. EMC has concluded that EMC shareholders may be entitled to appraisal rights.

An exception set forth in Section 13.02(a)(1) of the MBCA generally provides that shareholders are not entitled to appraisal rights in a merger in which shareholders already holding marketable securities receive cash and/or marketable securities of the surviving corporation in the merger and no director, officer or controlling shareholder has an extraordinary financial interest in the transaction. As of the date of this proxy statement/prospectus, this provision has not been the subject of judicial interpretation as to whether this exception applies where, as here, shareholders will receive marketable securities of the parent of the surviving corporation in a merger. We reserve the right to contest the validity and availability of any purported demand for appraisal rights in connection with the merger and to assert the applicability of the foregoing exception. We also reserve the right to raise such additional arguments, if any, we may have in opposition to appraisal. In this regard, Denali has indicated that in any appraisal proceeding it will assert, and will cause EMC as its wholly owned subsidiary following completion of the merger to assert, that an exception to appraisal rights is applicable to the merger.

Any shareholder who believes that he, she or it is entitled to appraisal rights and who wishes to preserve those rights should carefully review Part 13 of the MBCA, a copy of which is attached to this proxy statement/prospectus as *Annex E*, which sets forth the procedures to be complied with in perfecting any such rights. Failure to strictly comply with the procedures specified in Part 13 of the MBCA would result in the loss of any appraisal rights to which shareholders may be entitled. To the extent any shareholder seeks to assert appraisal rights but is determined by a court not to be entitled to such appraisal rights (or was entitled to exercise such appraisal rights but failed to take all necessary action to perfect them or effectively withdraws or loses them), such shareholder will be entitled to receive the merger consideration, without interest.

Under the MBCA, shareholders who perfect their rights to appraisal in accordance with Part 13 of the MBCA and do not thereafter withdraw their demands for appraisal or otherwise lose their appraisal rights, in each case in accordance with the MBCA, will be entitled to demand payment of the “fair value” of their shares of EMC common stock, together with interest, each as determined under Part 13 of the MBCA. The fair value of the shares is the value of the shares immediately before the effective time of the merger, excluding any element of value arising from the expectation or accomplishment of the merger, unless exclusion would be inequitable. Shareholders should be aware that the fair value of their shares of EMC common stock as determined by Part 13 of the MBCA could be more than, the same as or less than the consideration they would receive pursuant to the merger if they did not seek appraisal of their shares.

Shareholders who wish to exercise appraisal rights or to preserve their right to do so should review the following discussion and Part 13 of the MBCA carefully. Shareholders who fail to timely and properly comply with the procedures specified will lose their appraisal rights. If a broker, bank or other nominee holds your shares of EMC common stock and you wish to assert appraisal rights, you must instruct your nominee to take the steps necessary to enable you to assert appraisal rights. If you or your nominee fails to follow all of the steps required by the MBCA, you will lose any right to demand appraisal of your shares. **You should note that a vote in favor of the merger agreement will result in the waiver of any right that you would otherwise have to demand payment for your shares under the appraisal rights provisions of the MBCA.**

A shareholder who wishes to assert appraisal rights must deliver written notice of such shareholder’s intent to demand payment to EMC’s principal offices at the following address: EMC Corporation, 176 South Street,

Hopkinton, Massachusetts 01748, Attention: Secretary. If EMC does not receive a shareholder's written notice of intent to demand payment prior to the vote at the special meeting of shareholders, or if such shareholder votes, or causes or permits to be voted, his, her or its shares of EMC common stock in favor of approval of the merger agreement, such shareholder will not be entitled to any appraisal rights under the provisions of the MBCA and will instead only be entitled to receive the merger consideration. The submission of a proxy card voting "against" or "abstaining" on the merger agreement proposal will not constitute sufficient notice of a shareholder's intent to demand appraisal rights to satisfy Part 13 of the MBCA.

Only a holder of record of shares of EMC common stock may exercise appraisal rights. Except as described below, a shareholder may assert appraisal rights only if such shareholder seeks such rights with respect to all of his, her or its shares. A record shareholder may assert appraisal rights as to fewer than all the shares registered in his, her or its name but owned by a beneficial shareholder only if the record shareholder objects with respect to all shares of the class or series owned by the beneficial shareholder and notifies EMC in writing of the name and address of each beneficial shareholder on whose behalf appraisal rights are being asserted. The rights of a record shareholder who asserts appraisal rights for only part of the shares held of record in the record shareholder's name will be determined as if the shares as to which the record shareholder objects and the record shareholder's other shares were registered in the names of different record shareholders.

If the merger is completed, Part 13 of the MBCA requires EMC to deliver a written appraisal notice to all shareholders who satisfied the requirements described above. The appraisal notice must be sent by EMC no earlier than the date the merger becomes effective and no later than 10 days after such date. The appraisal notice must include a copy of Part 13 of the MBCA and a certification form that specifies the date of the first announcement to EMC shareholders of the principal terms of the merger and requires the shareholder asserting appraisal rights to certify (1) whether or not beneficial ownership of the shares for which appraisal rights are asserted was acquired before the announcement date and (2) that the shareholder did not vote in favor of the merger agreement. The appraisal notice also must state:

- the date by which EMC must receive the certification form, which may not be fewer than 40 nor more than 60 days after the date the appraisal notice and certification form are sent to shareholders demanding appraisal, and that the shareholder waives the right to demand appraisal with respect to the shares unless EMC receives the certification form by such date;
- where the certification form must be sent and where certificates for certificated shares must be deposited and the date by which the certificates must be deposited;
- EMC's estimate of the fair value of the shares;
- that, if requested by the shareholder in writing, EMC will provide the number of shareholders who return certification forms by the due date and the total number of shares owned by them; and
- the date by which the notice to withdraw a demand for appraisal must be received.

Once a shareholder deposits his, her or its certificates or, in the case of uncertificated shares, returns the executed certification form, the shareholder loses all rights as a shareholder unless the shareholder withdraws from the appraisal process by notifying EMC in writing by the withdrawal deadline. A shareholder who does not withdraw from the appraisal process in this manner may not later withdraw without EMC's written consent. A shareholder who does not execute and return the form (and in the case of certificated shares, deposit such shareholder's share certificates) by the due date will not be entitled to payment under Part 13 of the MBCA.

Part 13 of the MBCA provides for certain differences in the rights of shareholders exercising appraisal rights depending on whether their shares are acquired before or after the announcement of a merger. Except with respect to shares acquired after the announcement date of October 12, 2015, EMC must pay in cash to those shareholders who are entitled to appraisal rights and have complied with the procedural requirements of Part 13 of the MBCA, the amount that EMC estimates to be the fair value of their shares, plus interest. Interest accrues

from the effective time of the merger until the date of payment, at the average rate currently paid by EMC on its principal bank loans or, if none, at a rate that is fair and equitable under all the circumstances. This payment must be made by EMC within 30 days after the due date of the certification form, and must be accompanied by:

- recent financial statements of EMC;
- a statement of EMC's estimate of the fair value of the shares, which estimate must equal or exceed EMC's estimate given in the appraisal notice; and
- a statement that shareholders who complied with the procedural requirements have the right, if dissatisfied with such payment, to demand further payment as described below.

A shareholder who has been paid EMC's estimated fair value and is dissatisfied with the amount of the payment must notify EMC in writing of his, her or its estimate of the fair value of the shares and demand payment of that estimate plus interest, less the payment already made. A shareholder who fails to notify EMC in writing of his, her or its demand to be paid such shareholder's stated estimate of the fair value plus interest within 30 days after receiving EMC's payment waives the right to demand further payment and will be entitled only to the payment made by EMC based on EMC's estimate of the fair value of the shares.

EMC may withhold payment from shareholders who are entitled to appraisal rights but did not certify that beneficial ownership of all of such shareholder's shares for which appraisal rights are asserted was acquired before the announcement date. If EMC elects to withhold payment, it must provide such shareholders notice of certain information within 30 days after the due date of the certification form, including EMC's estimate of fair value and the shareholder's right to accept EMC's estimate of fair value, plus interest, in full satisfaction of the shareholder's demand. Those shareholders who wish to accept the offer must notify EMC of their acceptance within 30 days after receiving the offer. Within 10 days after receiving a shareholder's acceptance, EMC must pay in cash the amount it offered in full satisfaction of the accepting shareholder's demand.

A shareholder offered payment who is dissatisfied with that offer must reject the offer and demand payment of his, her or its stated estimate of the fair value of such shareholder's shares, plus interest. A shareholder who fails to notify EMC in writing of his, her or its demand to be paid his, her or its stated estimate of the fair value plus interest within 30 days after receiving EMC's offer of payment waives the right to demand payment and will be entitled only to the payment offered by EMC based on EMC's estimate of the fair value of the shares. Those shareholders who do not reject EMC's offer in a timely manner will be deemed to have accepted EMC's offer, and EMC must pay to them in cash the amount it offered to pay within 40 days after sending the offer.

If a shareholder makes a demand for payment which remains unsettled, EMC must commence an equitable proceeding in Middlesex Superior Court, Commonwealth of Massachusetts, within 60 days after receiving the payment demand and petition the court to determine the fair value of the shares and accrued interest. If EMC does not commence the proceeding within the 60-day period, it must pay in cash to each shareholder the amount such shareholder demanded, plus interest. EMC must make all shareholders whose demands remain unsettled parties to the proceeding as an action against their shares, and all parties must be served with a copy of the petition. Each shareholder made a party to the proceeding is entitled to judgment (1) for the amount, if any, by which the court finds the fair value of the shareholder's shares, plus interest, exceeds the amount paid by EMC to the shareholder for such shares or (2) the fair value, plus interest, of the shareholder's shares for which EMC elected to withhold payment.

The court in an appraisal proceeding must determine all costs of the proceeding, including the reasonable compensation and expenses of appraisers appointed by the court. The court must assess any costs against EMC, except that the court may assess costs against all or some of the shareholders demanding appraisal, in amounts the court finds equitable, to the extent the court finds such shareholders acted arbitrarily, vexatiously, or not in good faith with respect to the rights provided by Part 13 of the MBCA.

The court in an appraisal proceeding may also assess the fees and expenses of counsel and experts for the respective parties, in amounts the court finds equitable:

- against EMC and in favor of any or all shareholders demanding appraisal if the court finds EMC did not substantially comply with its requirements under Part 13 of the MBCA; or
- against either EMC or a shareholder demanding appraisal, in favor of any other party, if the court finds that the party against whom the fees and expenses are assessed acted arbitrarily, vexatiously, or not in good faith with respect to the rights provided by Part 13 of the MBCA.

If the court in an appraisal proceeding finds that the services of counsel for any shareholder were of substantial benefit to other shareholders similarly situated, and that the fees for those services should not be assessed against EMC, the court may award to such counsel reasonable fees to be paid out of the amounts awarded the shareholders who were benefited. To the extent EMC fails to make a required payment pursuant to Part 13 of the MBCA, the shareholder may sue directly for the amount owed and, to the extent successful, will be entitled to recover from EMC all costs and expenses of the suit, including counsel fees.

The foregoing discussion is not a complete statement of the law pertaining to appraisal rights under the MBCA and is qualified in its entirety by the full text of Part 13 of the MBCA, which is attached to this proxy statement/prospectus as *Annex E*. Shareholders should consult with their advisors, including legal counsel, in connection with any demand for appraisal.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The tables below show information regarding the beneficial ownership of each class of Denali's common stock. The first table shows beneficial ownership of common stock currently outstanding as of May 15, 2016. The second table shows beneficial ownership of common stock as adjusted to give effect to the merger and the other transactions contemplated by the merger agreement, including the amendment and restatement of Denali's certificate of incorporation. Each table shows beneficial ownership for:

- each person known by Denali to beneficially own more than 5% of the shares of any series of Denali's common stock currently outstanding;
- each Denali named executive officer identified under "*Executive Compensation*";
- each member of Denali's board of directors; and
- all of Denali's directors and executive officers as a group.

The Denali certificate of incorporation in effect as of May 15, 2016 authorizes a total of 700,000,100 shares of capital stock, consisting of 350,000,000 shares of Series A Common Stock, 150,000,000 shares of Series B Common Stock, 200,000,000 shares of Series C Common Stock and 100 shares of preferred stock. After the merger, the Denali certificate will authorize 2,144,025,308 shares of capital stock, consisting of 600,000,000 shares of Class A Common Stock, 200,000,000 shares of Class B Common Stock, 900,000,000 shares of Class C Common Stock, 100,000,000 shares of Class D Common Stock, 343,025,308 shares of Class V Common Stock and 1,000,000 shares of preferred stock. For more information about the terms of each series of Denali capital stock that will be authorized under the Denali certificate, see "*Description of Denali Capital Stock Following the Merger*."

The calculation of beneficial ownership is made in accordance with SEC rules. According to such rules, a person is deemed to be a "beneficial owner" of a security if that person has or shares the power to vote or direct the voting of the security or the power to dispose or direct the disposition of the security. Under these rules, beneficial ownership as of any date includes any shares as to which a person has the right to acquire voting or dispositive power as of such date or within 60 days thereafter through the vesting of restricted stock units held by that person or the exercise of any stock option or other right. More than one person may be deemed to be a beneficial owner of the same securities. Except as otherwise indicated below and under applicable community property laws, Denali believes that the beneficial owners of the common stock listed below, based on information furnished by such beneficial owners, have sole voting and investment power with respect to the shares shown.

Beneficial ownership as of May 15, 2016

Name of Beneficial Owner	Series A Common Stock		Series B Common Stock		Series C Common Stock		Percentage Ownership of All Outstanding Denali Common Stock
	Number	Percent (1)	Number	Percent (1)	Number	Percent (1)	
Executive Officers and Directors:							
Michael S. Dell (2)	264,882,776	85%	—	—	19,408	6%	65%
Jeffrey W. Clarke (3)	—	—	—	—	685,554	68%	*
Marius Haas (4)	—	—	—	—	685,554	68%	*
Rory Read (5)	—	—	—	—	46,520	13%	*
Thomas W. Sweet (6)	14,653	*	—	—	436,362	62%	*
Egon Durban (9)	—	—	—	—	—	—	—
Simon Patterson (9)	—	—	—	—	—	—	—
All directors and executive officers as a group (12 persons) (7)	265,195,655	85%	—	—	4,152,412	96%	65%
Other Stockholders:							
SLD Trust	24,551,291	8%	—	—	—	—	6%
MSD Partners Funds (8)	18,181,818	6%	—	—	—	—	4%
SLP stockholders (9)	—	—	98,181,818	100%	—	—	24%

(1) Represents the percentage of Series A Common Stock, Series B Common Stock or Series C Common Stock beneficially owned by each stockholder included in the table based on 306,528,252 shares of Series A Common Stock outstanding, 98,181,818 shares of Series B Common Stock outstanding and 322,397 shares of Series C Common Stock outstanding, in each case as of May 15, 2016.

(2) The shares of Series A Common Stock shown as beneficially owned by Mr. Dell include 4,363,636 shares of Series A Common Stock that Mr. Dell either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016. Such shares do not include 24,551,291 shares of Series A Common Stock owned by the Susan Lieberman Dell Separate Property Trust, referred to as the SLD Trust, a separate property trust for the benefit of Mr. Dell's wife. Mr. Dell may be deemed to beneficially own the shares held by the SLD Trust.

(3) The shares of Series C Common Stock shown as beneficially owned by Mr. Clarke include 685,554 shares of Series C Common Stock that Mr. Clarke either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016.

(4) The shares of Series C Common Stock shown as beneficially owned by Mr. Haas include 685,554 shares of Series C Common Stock that Mr. Haas either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016.

(5) The shares of Series C Common Stock shown as beneficially owned by Mr. Read include 46,520 shares of Series C Common Stock that Mr. Read either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016.

(6) The shares of Series C Common Stock shown as beneficially owned by Mr. Sweet include 376,362 shares of Series C Common Stock that Mr. Sweet either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016.

(7) The shares shown as beneficially owned by the directors and officers as a group include 4,363,636 shares of Series A Common Stock and 4,033,004 shares of Series C Common Stock that members of the group either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016.

(8) The shares of Series A Common Stock shown as beneficially owned by the MSD Partners Funds consist of 17,044,000 shares of Series A Common Stock owned of record by MSDC Denali Investors, L.P. and 1,137,818 shares of Series A Common Stock owned of record by MSDC Denali EIV, LLC, referred to together with MSDC Denali Investors, L.P. as the MSD Partners Funds.

MSD Partners, L.P. is the investment manager of, and may be deemed to have or share voting and dispositive power over, and/or beneficially own securities owned by, MSDC Denali Investors, L.P. The address of MSD Partners, L.P. is 645 Fifth Avenue, 21st Floor, New York, New York 10022. MSD Partners (GP), LLC is the general partner of, and may be deemed to have or share voting and dispositive power over, and/or beneficially own securities owned by, MSD Partners, L.P. Each of Glenn R. Fuhrman and Marc R. Lisker is a manager of MSD Partners (GP), LLC and may be deemed to have or share voting and/or dispositive power over, and beneficially own, securities beneficially owned by MSD Partners (GP), LLC.

MSDC Denali (GP), LLC is the manager of, and may be deemed to have or share voting and dispositive power over, and/or beneficially own securities owned by, MSDC Denali EIV, LLC. MSD Partners (GP), LLC is the manager of, and may be deemed to have or share voting and dispositive power over, and/or beneficially own securities owned by, MSDC Denali (GP), LLC. Each of Glenn R. Fuhrman and Marc R. Lisker is a manager of MSD Partners (GP), LLC and may be deemed to have or share voting and/or dispositive power over, and beneficially own, securities beneficially owned by MSD Partners (GP), LLC.

(9) The shares of Series B Common Stock shown as beneficially owned by the SLP stockholders consist of 42,424,800 shares of Series B Common Stock owned of record by Silver Lake Partners III, L.P., 1,211,564 shares of Series B Common Stock owned of record by Silver Lake Technology Investors III, L.P., 28,669,091 shares of Series B Common Stock owned of record by Silver Lake Partners IV, L.P., 421,818 shares of Series B Common Stock owned of record by Silver Lake Technology Investors IV, L.P. and 25,454,545 shares of Series B Common Stock owned of record by SLP Denali Co-Invest, L.P. The general partner of each of Silver Lake Partners III, L.P. and Silver Lake Technology Investors III, L.P. is Silver Lake Technology Associates III, L.P., and the general partner of Silver Lake Technology Associates III, L.P. is SLTA III (GP), L.L.C, referred to as SLTA III. The general partner of SLP Denali Co-Invest, L.P. is SLP Denali Co-Invest GP, L.L.C., and the managing member of SLP Denali Co-Invest GP, L.L.C. is Silver Lake Technology Associates III, L.P. The Investment Committee of SLTA III has sole voting and dispositive control over such securities. Michael Bingle, James Davidson, Egon Durban, Kenneth Hao, Christian Lucas, Gregory Mondre and Joseph Osnoss are the members of the Investment Committee of SLTA III. The general partner of each of Silver Lake Partners IV, L.P. and Silver Lake Technology Investors IV, L.P. is Silver Lake Technology Associates IV, L.P., and the general partner of Silver Lake Technology Associates IV, L.P. is SLTA IV (GP), L.L.C, referred to as SLTA IV. The Investment Committee of SLTA IV has sole voting and dispositive control over such securities. Michael Bingle, James Davidson, Egon Durban, Kenneth Hao, Gregory Mondre and Joseph Osnoss are the members of the Investment Committee of SLTA IV. The managing member of SLTA III and SLTA IV is Silver Lake Group, L.L.C. As such, Silver Lake Group, L.L.C. may be deemed to have beneficial ownership of the securities held by the SLP stockholders. The address for each of the SLP stockholders and entities named above is 2775 Sand Hill Road, Suite 100, Menlo Park, California 94025.

Beneficial ownership as of May 15, 2016, as adjusted to give effect to the merger and the other transactions contemplated by the merger agreement, including:

- the issuance of Class V Common Stock to EMC shareholders in the merger; and
- the issuance of Class A Common Stock, Class B Common Stock or Class C Common Stock to the MD stockholders, the SLP stockholders and Temasek pursuant to their respective common stock purchase agreements with Denali.

Name of Beneficial Owner	Class A Common Stock Number	Class A Common Stock Percent (1)	Class B Common Stock Number	Class B Common Stock Percent (1)	Class C Common Stock Number	Class C Common Stock Percent (1)	Class D Common Stock Number	Class D Common Stock Percent (1)	Class V Common Stock Number	Class V Common Stock Percent (1)	Percentage Ownership of All Outstanding Denali Common Stock
Executive Officers and Directors:											
Michael S. Dell (2)	353,381,160	85%	—	—	19,408	*	—	—	—	—	45%
Jeffrey W. Clarke (3)	—	—	—	—	685,554	4%	—	—	—	—	*
Marius Haas (4)	—	—	—	—	685,554	4%	—	—	—	—	*
Rory Read (5)	—	—	—	—	46,520	*	—	—	—	—	*
Thomas W. Sweet (6)	14,653	*	—	—	436,362	2%	—	—	—	—	*
Egon Durban (9)	—	—	—	—	—	—	—	—	—	—	—
Simon Patterson (9)	—	—	—	—	—	—	—	—	—	—	—
All directors and executive officers as a group (12 persons) (7)	353,694,049	85%	—	—	4,152,412	18%	—	—	—	—	45%
Other Stockholders:											
SLD Trust	32,890,746	8%	—	—	—	—	—	—	—	—	4%
MSD Partners Funds (8)	24,357,724	6%	—	—	—	—	—	—	—	—	3%
SLP stockholders (9)	—	—	131,531,710	100%	—	—	—	—	—	—	17%
Temasek (10)(11)	—	—	—	—	18,181,818	98%	—	—	1,569,662	*	2%

* Less than 1%.

(1) Represents the percentage of Class A Common Stock, Class B Common Stock, Class C Common Stock, Class D Common Stock or Class V Common Stock beneficially owned by each stockholder included in the table based on 409,541,997 shares of Class A Common Stock, 131,531,710 shares of Class B Common Stock, 18,504,215 shares of Class C Common Stock, 0 shares of Class D Common Stock and 222,966,450 shares of Class V Common Stock expected to be outstanding upon the completion of the merger on the basis set forth above.

(2) The shares of Class A common stock shown as beneficially owned by Mr. Dell include 4,363,636 shares of Class A Common Stock that Mr. Dell either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016. Such shares do not include 32,890,746 shares of Series A common stock owned by the SLD Trust. Mr. Dell may be deemed to beneficially own the shares held by the SLD Trust.

(3) The shares of Class C Common Stock shown as beneficially owned by Mr. Clarke include 685,554 shares of Class C Common Stock that Mr. Clarke either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016.

(4) The shares of Class C Common Stock shown as beneficially owned by Mr. Haas include 685,554 shares of Class C Common Stock that Mr. Haas either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016.

(5) The shares of Class C Common Stock shown as beneficially owned by Mr. Read include 46,520 shares of Class C Common Stock that Mr. Read either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016.

(6) The shares of Class C Common Stock shown as beneficially owned by Mr. Sweet include 376,362 shares of Class C Common Stock that Mr. Sweet either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016.

(7) The shares shown as beneficially owned by the directors and officers as a group include 4,363,636 shares of Class A Common Stock and 4,033,004 shares of Class C Common Stock that members of the group either can acquire upon the exercise of vested stock options or will be able to acquire upon the exercise of options vesting within 60 days of May 15, 2016.

(8) The shares of Class A Common Stock shown as beneficially owned by the MSD Partners Funds consist of 22,833,418 shares of Class A Common Stock owned of record by MSDC Denali Investors, L.P. and 1,524,306 shares of Class A Common Stock owned of record by MSDC Denali EIV, LLC.

(9) The shares of Class B Common Stock shown as beneficially owned by the SLP stockholders consist of 61,879,159 shares of Class B Common Stock owned of record by Silver Lake Partners III, L.P., 1,767,139 shares of Class B Common Stock owned of record by Silver Lake Technology Investors III, L.P., 41,815,618 shares of Class B Common Stock owned of record by Silver Lake Partners IV, L.P., 615,248 shares of Class B Common Stock owned of record by Silver Lake Technology Investors IV, L.P. and 25,454,545 shares of Class B Common Stock owned of record by SLP Denali Co-Invest, L.P. The general partner of each of Silver Lake Partners III, L.P. and Silver Lake Technology Investors III, L.P. is Silver Lake Technology Associates III, L.P., and the general partner of Silver Lake Technology Associates III, L.P. is SLTA III. The general partner of SLP Denali Co-Invest, L.P. is SLP Denali Co-Invest GP, L.L.C., and the managing member of SLP Denali Co-Invest GP, L.L.C. is Silver Lake Technology Associates III, L.P. The Investment Committee of SLTA III has sole voting and dispositive control over such securities. Michael Bingle, James Davidson, Egon Durban, Kenneth Hao, Christian Lucas, Gregory Mondre and Joseph Osnoss are the members of the Investment Committee of SLTA III. The general partner of each of Silver Lake Partners IV, L.P. and Silver Lake Technology Investors IV, L.P. is Silver Lake Technology Associates IV, L.P., and the general partner of Silver Lake Technology Associates IV, L.P. is SLTA IV. The Investment Committee of SLTA IV has sole voting and dispositive control over such securities. Michael Bingle, James Davidson, Egon Durban, Kenneth Hao, Gregory Mondre and Joseph Osnoss are the members of the Investment Committee of SLTA IV. The managing member of SLTA III and SLTA IV is Silver Lake Group, L.L.C. As such, Silver Lake Group, L.L.C. may be deemed to have beneficial ownership of the securities held by the SLP stockholders. The address for each of the SLP stockholders and entities named above is 2775 Sand Hill Road, Suite 100, Menlo Park, California 94025.

(10) All 18,181,818 shares of Class C Common Stock are owned of record by Venezio Investments Pte. Ltd., an affiliate of Temasek Holdings (Private) Limited. The address of Venezio Investments Pte. Ltd. is 60B Orchard Road, #06-18 Tower 2, Singapore.

(11) All 1,569,662 shares of Class V Common Stock are owned of record by Northbrooks Investments (Mauritius) Pte. Ltd., an affiliate of Temasek Holdings (Private) Limited. The foregoing is based on the exchange of 14,141,103 shares of EMC common stock held as of May 15, 2016 by Northbrooks Investments (Mauritius) Pte. Ltd. for shares of Class V Common Stock at an exchange ratio of 0.111 shares of Class V Common Stock per share of EMC common stock. The address of Northbrooks Investments (Mauritius) Pte. Ltd. is 60B Orchard Road, #06-18 Tower 2, Singapore.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Denali Stockholders Agreement

Denali will be party to an amended and restated stockholders agreement with the MD stockholders, the MSD Partners stockholders and the SLP stockholders, referred to as the Denali stockholders agreement. The Denali stockholders agreement, as further described below, will contain specific rights, obligations and agreements of these parties as owners of Denali's common stock. In addition, the Denali stockholders agreement will contain provisions related to the composition of the Denali board of directors and its committees, which are further discussed under "*Management of Denali after the Merger—Board of Directors*."

MD Stockholder and SLP Stockholder Approvals

The Denali stockholders agreement provides that, subject to the Denali certificate, the Denali bylaws and applicable law, Denali and its subsidiaries (other than VMware) shall not take any of the following actions without the approval of the MD stockholders and the SLP stockholders:

- amend the organizational documents of Denali or certain of Denali's subsidiaries, subject to limited exceptions;
- increase or decrease the size of the Denali board of directors or certain of Denali's subsidiaries or delegate the powers of any such board of directors to a committee, subject to certain exceptions;
- make acquisitions or investments or enter into joint ventures or create any non-wholly owned subsidiaries for aggregate consideration in excess of $500 million in any calendar year, subject to certain exceptions;
- enter into a transaction, commercial agreement or capital investment involving consideration or commitments payable by Denali and its subsidiaries in excess of $500 million;
- enter into any transaction involving a merger, consolidation or other business combination of Denali or its subsidiaries, a sale of Denali common stock or other securities representing a majority of the outstanding voting power of all Denali capital stock, or a sale of all or substantially all of the assets of Denali, other than a change in control of Denali in which the SLP stockholders receive consideration consisting entirely of cash and marketable securities for their shares of DHI Group common stock having an aggregate value that results in the SLP stockholders receiving a return on their investment in DHI Group common stock of at least both two times the amount invested by the SLP stockholders and a 20% internal rate of return;
- sell, transfer or license assets or other rights for aggregate consideration in excess of $500 million in any calendar year, subject to certain exceptions;
- incur, assume or guarantee additional indebtedness in excess of $500 million in the aggregate, subject to certain exceptions;
- create any new class or series of, or sell or issue, any equity securities, debt securities exercisable or exchangeable for, or convertible into equity securities, or any option, warrant or other right to acquire any such equity securities or debt securities, subject to certain exceptions including issuances pursuant to the Denali management equity plan;
- effect an initial public offering of DHI Group common stock except for an initial public offering of Class C Common Stock after October 29, 2013 involving the sale of more than 10% of the outstanding DHI Group common stock to the public after giving effect to such transaction and results in the Class C Common Stock being listed on the NYSE or Nasdaq or any listing of equity securities on a national securities exchange or substantially equivalent market other than Class V Common Stock, subject to certain exceptions;

- enter into, amend or terminate any transactions with the MD stockholders, the SLP stockholders or any of their respective affiliates, subject to certain exceptions;
- redeem, acquire or reclassify any of Denali's equity securities, subject to certain exceptions;
- liquidate, dissolve or wind-up the operations of Denali or any of its material subsidiaries;
- adopt, terminate or amend any new employee equity plan or grant any equity award to any directors or members of the Denali executive leadership team, subject to certain exceptions;
- settle or compromise any litigation, governmental investigation or proceeding that would result in a payment by Denali or its subsidiaries in excess of $500 million, that would impose materially adverse limitations on the operations of Denali or any of its subsidiaries or in which any MD stockholder or MSD Partners stockholder or their family members or affiliates has a material interest;
- convert shares of VMware Class B common stock into shares of VMware Class A common stock;
- vote to approve or consent to (1) any matter subject to EMC's consent rights under the VMware certificate, (2) any action under Article VI of the VMware certificate, (3) any amendment to the VMware certificate or the Amended and Restated Bylaws of VMware, (4) any sale of all or substantially all of the assets of VMware or (5) any other action submitted to a vote of the VMware stockholders other than the ratification of the appointment of VMware's independent auditors and the election of directors;
- take any action as a stockholder of VMware to remove or appoint (other than to fill vacancies) any directors of VMware other than the reelection of those VMware directors who will be standing for reelection at the 2016 annual meeting of stockholders of VMware; and
- take any other action by written consent as a stockholder of VMware.

The consent rights of the MD stockholders and the SLP stockholders will terminate on the earliest of (1) the consummation of an initial underwritten public offering of DHI Group common stock on the NYSE or Nasdaq involving the offering and sale of a the number of shares of DHI Group common stock in excess of 10% of the outstanding DHI Group common stock after giving effect to such initial public offering, (2) an initial underwritten public offering of DHI Group common stock that is approved by the MD stockholders and the SLP stockholders and (3) such time as the aggregate number of shares of DHI Group common stock beneficially owned by the MD stockholders (with respect to their consent rights) or the SLP stockholders (with respect to their consent rights) is less than 50% of the Reference Number (as defined under "*Comparison of Rights of Denali Stockholders and EMC Shareholders—Definitions*").

The Denali stockholders agreement will also provide that prior to an initial underwritten public offering of DHI Group common stock, as long as Michael S. Dell has not died and is not disabled and the MD stockholders own more than 35% of the outstanding DHI Group common stock or, if less, the number of shares of DHI Group common stock beneficially owned by the SLP stockholders, then (1) removal of the chief executive officer of Denali will require the approval of the holders of a majority of the outstanding shares of Class A Common Stock, voting separately as a class, and (2) unless otherwise consented to by the holders of a majority of the outstanding Class A Common Stock, voting separately as a class, the chief executive officer of Denali will also serve as chairman of the Denali board of directors.

Nominees to the Board of Directors

Prior to an initial public offering of the DHI Group common stock, the Denali stockholders agreement provides the right of the MD stockholders and the SLP stockholders to nominate for election individuals to serve as members of the Denali board of directors. Prior to a Designation Rights Trigger Event with respect to the Class A Common Stock or the Class B Common Stock, respectively, the MD stockholders and the SLP stockholders are jointly entitled to nominate for election as directors three directors who, if elected, will be

designated the Group I Directors. Additionally, prior to a Designation Rights Trigger Event with respect to the Class A Common Stock, the MD stockholders are entitled to nominate for election as directors up to three directors who, if elected, will be designated the Group II Directors. Further, prior to a Designation Rights Trigger Event with respect to the Class B Common Stock, the SLP stockholders are entitled to nominate for election as directors up to three directors who, if elected, will be designated the Group III Directors.

Following an initial public offering of the DHI Group common stock, each of the MD stockholders and the SLP stockholders shall have the right to nominate a number of individuals for election as directors as is equal to the percentage of the total voting power for the regular election of directors of Denali beneficially owned by the MD stockholders or by the SLP stockholder, as the case may be, multiplied by the number of directors then on the Denali board. Further, so long as the MD stockholders and/or the SLP stockholders each beneficially own at least 5% of all outstanding shares of Denali's stock entitled to vote generally in the election of directors, each of the MD stockholders and the SLP stockholders, as the case may be, will be entitled to nominate at least one individual for election to the board.

Transfer Restrictions and Registration Rights

The Denali stockholders agreement will include the following provisions relating to the transfer of the shares of DHI Group common stock held by the MD stockholders, the MSD Partners stockholders and the SLP stockholders:

- The MD stockholders will generally be prohibited from transferring shares of DHI Group common stock prior to an initial underwritten public offering of DHI Group common stock except (1) in connection with a change in control of Denali in which the SLP stockholders receive consideration consisting entirely of cash and marketable securities for their shares of DHI Group common stock having an aggregate value that results in the SLP stockholders receiving a minimum return on their investment in DHI Group common stock of at least both two times the amount invested by the SLP stockholders and a 20% internal rate of return, (2) to their permitted transferees specified in the Denali stockholders agreement, (3) after October 28, 2018, in any twelve-month period, a number of shares of DHI Group common stock equal to 5% of the number of shares of DHI Group common stock held by the MD stockholders on October 29, 2013, (4) following the death or disability of Michael S. Dell, provided that he or his power of attorney, guardian or comparable person has waived certain rights under the Denali stockholders agreement or (5) with the consent of the SLP stockholders.
- The MSD Partners stockholders will generally be prohibited from transferring shares of DHI Group common stock prior to the earlier of October 29, 2018 or an initial underwritten public offering of DHI Group common stock, except (1) to their permitted transferees specified in the Denali stockholders agreement or (2) with the consent of the MD stockholders and the SLP stockholders; and
- The SLP stockholders will generally be prohibited from transferring shares of DHI Group common stock prior to the earlier of October 29, 2018 or an initial underwritten public offering of DHI Group common stock, except (1) to their permitted transferees specified in the Denali stockholders agreement or (2) with the consent of the MD stockholders.

The SLP stockholders may require an initial underwritten public offering of DHI Group common stock to be consummated on the NYSE or Nasdaq prior to October 29, 2018, if the offering price implies a return on the SLP stockholders' investment in DHI Group common stock that satisfies certain minimum thresholds, and at any time on or after October 29, 2018.

Call and Put Rights; Liquidity Program

Before an initial underwritten public offering of DHI Group common stock or a change in control of Denali, any shares of Class C Common Stock of Denali held by an executive officer (other than Michael S. Dell) are

subject to post-termination repurchase (call) and sale (put) rights and to an in-service liquidity program. Selected employees of Denali in addition to its executive officers are subject to the call and put rights and are entitled to participate in the liquidity program.

Under the call rights, following the termination of any such executive officer's employment for any reason, Michael S. Dell has the right (but not the obligation) to repurchase any or all shares of Class C Common Stock then held by the executive (or any of the executive's permitted transferees) or acquired by the executive as a result of the exercise of stock options or settlement of RSUs after the termination of employment. If Mr. Dell does not exercise his call right with respect to the executive's shares within 30 days, Denali may exercise the call right. Denali's call right expires on the nine-month anniversary of the later of (1) the date on which the executive's employment was terminated, and (2) the date after the employment termination on which the executive acquired shares upon the exercise of options or in settlement of RSUs. If Denali does not exercise its call right, the MD stockholders, the MSD Partners stockholders and the SLP stockholders will each have the right to exercise the call right (based on their respective pro rata ownership of DHI Group common stock at such time), within the 30-day period following the expiration of Denali's call right. The price for any shares repurchased by any person under the call right will be equal to their fair market value on the date on which the call is exercised unless the executive is terminated for cause, in which case the purchase price for such shares will be equal to the lower of the executive's cost to acquire the shares or their fair market value on the date on which the call right is exercised.

Under the put rights, any such executive officer may require Denali to repurchase any or all shares of Class C Common Stock held by the executive officer for at least six months. The put period begins on the 30th day following the later of (1) the termination of an executive's employment for any reason other than for cause and (2) the date after the employment termination on which the executive acquired such shares upon the exercise of the options or in settlement of RSUs, and ends on the six-month anniversary of each such date. The purchase price for any such shares generally will be equal to their fair market value on the date on which the executive exercises the put right. The purchase price will be equal to 80% of such fair market value, however, if the executive resigns without good reason before the later of the fourth anniversary of (a) the closing of the going-private transaction and (b) the date on which the executive began employment with Denali and its affiliates (including in connection with the completion of the merger).

Twice during each calendar year, Denali opens a 30-day liquidity program under which any such executive officer who remains employed in good standing may require that Denali repurchase, at fair market value, any shares of Class C Common Stock that have been held by the executive (and have been vested) for at least six months.

The amount payable by Denali during any fiscal year for repurchases of Class C Common Stock from any executive officer upon the exercise of put rights under the liquidity program is subject to an individual cap. In addition, the total amount payable by Denali during any fiscal year for all repurchases from all employees and for tax withholding upon the exercise of options and the vesting of RSUs is subject to an aggregate cap equal to the lesser of $200 million or the amount of all repurchases and tax withholdings permitted under Denali's credit facilities to be made during such fiscal year. Denali may waive the aggregate $200 million repurchase cap or any or all of the repurchase caps as they apply to any executive officer and his or her permitted transferees. Given the expected increase in the over-all size of Denali's employee equity program following the completion of the merger, Denali anticipates that the size of the aggregate fiscal year cap will be increased following the completion of the merger, although no decision has been made as of the date of this proxy statement/prospectus regarding the amount of such increase (if any).

Other Provisions

The Denali stockholders agreement will provide for a renunciation of corporate opportunities presented to any director or officer of Denali or any of its subsidiaries who is also a director, officer, employee, managing director or other affiliate of MSD Partners or Silver Lake Partners (other than Michael S. Dell for so long as he is an executive officer of Denali or certain of its subsidiaries).

Under the Denali stockholders agreement, Denali will agree, subject to certain exceptions, to indemnify the MD stockholders, the MSD Partners stockholders, the SLP stockholders and various respective affiliated persons from certain losses arising out of the indemnified persons' investment in, or actual, alleged or deemed control or ability to influence, Denali.

Denali Registration Rights Agreement

Denali will be a party to an amended and restated registration rights agreement with certain holders of DHI Group common stock (and other securities convertible into or exchangeable or exercisable for shares of DHI Group common stock), referred to as the Denali registration rights agreement. Pursuant to the Denali registration rights agreement, certain of Denali's security holders, their affiliates and certain of their transferees, will have the right, under certain circumstances and subject to certain restrictions, to require Denali to register for resale the shares of Class C Common Stock (including shares of Class C Common Stock issuable upon conversion of Class A Common Stock, Class B Common Stock and Class D Common Stock) to be sold by them.

Following an initial public offering of DHI Group common stock, certain holders will each have the right to demand that Denali register Class C Common Stock to be sold by them. Subject to certain exceptions, such registration demands are limited in number and each registration demand must be expected to result in aggregate net cash proceeds to the participating registration rights holders in excess of $100 million. In certain circumstances, Denali may postpone the filing of a registration statement for up to 90 days once in any 12 month period.

In addition, following an initial public offering of DHI Group common stock, Denali will be required to use reasonable best efforts to register the sale of shares of Class C Common Stock on Form S-3 or Form F-3, or on Form S-1 or Form F-1 permitting sales of shares of Class C Common Stock into the market from time to time over an extended period and certain holders will have the right to request that Denali do the same. Subject to certain limitations, at any time when Denali has an effective shelf registration statement, certain holders each shall have the right to make no more than two marketed underwritten shelf takedowns during any 12 month period.

Certain holders will also have the ability to exercise certain piggyback registration rights in respect of shares of Class C Common Stock to be sold by them in connection with registered offerings requested by certain other holders or initiated by Denali.

Transactions with Michael S. Dell and Related Persons

Pursuant to a Dell policy, Mr. Dell, Denali's Chairman and Chief Executive Officer, is required to fly privately when traveling. Mr. Dell owns a private aircraft through a wholly-owned limited liability company. For Mr. Dell's business flights, Dell leases the plane from the limited liability company and engages a third-party flight services company to act as its agent, including operating the aircraft and providing flight personnel. Dell pays the flight services company a fee attributable to Mr. Dell's business travel on the aircraft. During fiscal 2016, Dell paid approximately $1.1 million for Mr. Dell's business travel through these arrangements. Mr. Dell directly pays one hundred percent of the costs of operating the aircraft for all personal flights.

Entities affiliated with MSD Capital, L.P., the investment firm that exclusively manages the capital of Mr. Dell and his family, purchase services or products from Dell on standard commercial terms available to comparable unrelated customers. These entities paid Dell approximately $700,000 for services and products in fiscal 2016.

Mr. Dell reimburses Dell for costs related to his or his family's personal security protection. Reimbursements for this purpose in Fiscal 2016 totaled approximately $1.9 million.

Mr. Dell also holds a non-controlling equity interest in, and appoints a representative to serve on the board of, a landscaping services company. During Fiscal 2016, Dell's third-party facilities maintenance vendor subcontracted its landscaping obligations to the landscaping services company. The landscaping services company was paid approximately $513,295 in Fiscal 2016 for landscaping services to Dell. Future annual payments are expected to be a minimum of $741,662.

Review, Approval or Ratification of Transactions with Related Persons

Pursuant to existing arrangements between Denali, the MD stockholders and the SLP stockholders, certain transactions between Denali and its subsidiaries, on the one hand, and Michael S. Dell and his affiliates, on the other hand, must be approved by the Denali directors appointed by the SLP stockholders. Similarly, certain transactions between Denali and its subsidiaries, on the one hand, and Silver Lake and its affiliates, on the other hand, must be approved by the Denali directors appointed by the MD stockholders. In addition to these approval requirements, in connection with the completion of the merger the Denali board intends to adopt a written policy setting forth procedures for the review and approval or ratification of related transactions. The policy will cover, with various exceptions set forth in Item 404 of Regulation S-K under the Securities Act, any transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships, in which Denali was or is to be a participant, where the amount involved exceeds $120,000 and a related person had or will have a direct or indirect material interest, including transactions between Denali and its subsidiaries and Mr. Dell, SLP or their respective affiliates. Denali's audit committee will be responsible for reviewing and approving transactions with related persons.

LEGAL MATTERS

The validity of the shares of Class V Common Stock issuable pursuant to the merger will be passed upon for Denali by Simpson Thacher & Bartlett LLP.

EXPERTS

Denali

The consolidated financial statements of Denali Holding Inc. and its subsidiaries as of January 29, 2016 and January 30, 2015, and for the years ended January 29, 2016 and January 30, 2015, and the period October 29, 2013 to January 31, 2014, referred to as the Successor, and the consolidated financial statements of Dell Inc. and its subsidiaries for the period February 2, 2013 to October 28, 2013, referred to as the Predecessor, included in this proxy statement/prospectus have been so included in reliance on the reports of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

EMC

The consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this proxy statement/prospectus by reference to the Annual Report on Form 10-K of EMC for the year ended December 31, 2015 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

FUTURE SHAREHOLDER PROPOSALS

EMC

If the merger agreement is approved by the requisite vote of the EMC shareholders and the merger is completed, EMC will become a wholly owned subsidiary of Denali and, consequently, will not hold an annual meeting of its stockholders in 2017. EMC shareholders will be entitled to participate, as shareholders of Denali following the merger, in the next annual meeting of shareholders of Denali.

If the merger agreement is not approved by the requisite vote of the EMC shareholders or if the merger is not completed for any reason, EMC will hold an annual meeting of its shareholders in 2017.

Pursuant to Rule 14a-8 under the Exchange Act, referred to as Rule 14a-8, shareholder proposals submitted for inclusion in EMC's proxy statement and proxy card for the next annual meeting would have to be received at EMC's principal executive offices no later than December 2, 2016 if the next annual meeting were held on or near May 12, 2017. In the event that EMC elects to hold the next annual meeting more than 30 days before or after May 12, 2017, such shareholder proposals would have to be received by EMC a reasonable time before EMC began to print and send its proxy materials. Shareholder nominations of directors are not shareholder proposals within the meaning of Rule 14a-8 and are therefore not eligible for inclusion in EMC's proxy statement pursuant to Rule 14a-8.

Under the EMC bylaws, shareholders who wish to present proposals for action, or to nominate directors (other than proposals to be included in EMC's proxy statement and form of proxy card pursuant to Rule 14a-8), at the next annual meeting of shareholders of EMC, if any, must give written notice to the Secretary of EMC at the address set forth below in accordance with the provisions of the EMC bylaws. The EMC bylaws currently require that such notice be given not more than 125 days, nor less than 95 days, prior to the first anniversary of EMC's 2016 annual meeting of shareholders (i.e., no earlier than January 7, 2017 and no later than February 6, 2017). If, however, EMC advances the date of the next annual meeting by more than 30 days before or delays such date by more than 30 days after the first anniversary of EMC's 2016 annual meeting of stockholders, notice by the shareholder must be given not later than the close of business on the tenth day

following the day on which notice of the date of such meeting was mailed or public disclosure of the date of such meeting was made, whichever first occurs. Shareholder notices must contain the information required by the EMC bylaws. If any other business should properly come before the annual meeting as directed by the EMC board of directors, the proxy holders shall have discretionary authority to vote all such proxies as they shall decide, to the extent permitted by Rule 14a-4(c) under the Exchange Act.

All shareholder proposals and director nominations must be addressed to the attention of EMC's Secretary at 176 South Street, Hopkinton, Massachusetts 01748. The Chairman of the annual meeting of shareholders may refuse to acknowledge the introduction of any shareholder proposal or director nomination not made in compliance with the foregoing procedures. A copy of the full text of the bylaw provisions discussed above may be obtained by writing to the Secretary or Assistant Secretary of EMC at 176 South Street, Hopkinton, MA 01748.

WHERE YOU CAN FIND MORE INFORMATION

Denali has filed a registration statement on Form S-4 to register with the SEC the shares of Denali Class V Common Stock to be issued to EMC shareholders as the stock portion of the merger consideration. This proxy statement/prospectus is a part of that registration statement and constitutes a prospectus of Denali in addition to being a proxy statement of EMC for the special meeting. The registration statement, including the attached annexes and exhibits, contains additional relevant information about Denali and the Class V Common Stock. The rules and regulations of the SEC allow Denali and EMC to omit certain information included in the registration statement from this proxy statement/prospectus.

EMC files annual, quarterly and current reports, proxy statements and other information with the SEC under the Exchange Act. You may read and copy any of this information at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. The SEC also maintains a website that contains reports, proxy and information statements, and other information regarding issuers, including EMC, who file electronically with the SEC. The address of that website is *www.sec.gov*. Investors may also consult Denali's and EMC's website for more information about Denali or EMC, respectively. Denali's website is *www.dell.com*. EMC's website is *www.emc.com*. Information included on these websites is not incorporated by reference into this proxy statement/prospectus.

The SEC allows EMC to "incorporate by reference" into this proxy statement/prospectus information that EMC files with the SEC, which means that important information can be disclosed to you by referring you to those documents and those documents will be considered part of this proxy statement/prospectus. The information incorporated by reference is an important part of this proxy statement/prospectus. Certain information that is subsequently filed with the SEC will automatically update and supersede information in this proxy statement/prospectus and in earlier filings with the SEC. This proxy statement/prospectus also contains summaries of certain provisions contained in some of the Denali or EMC documents described in this proxy statement/prospectus, but reference is made to the actual documents for complete information. All of these summaries are qualified in their entirety by reference to the actual documents.

The information and documents listed below, which EMC has filed with the SEC, are incorporated by reference into this prospectus:

EMC SEC Filings (File No. 001-09853)

- EMC's Annual Report on Form 10-K for the year ended December 31, 2015, filed with the SEC on February 25, 2016, as amended by EMC's Annual Report on Form 10-K/A, filed on March 11, 2016;
- EMC's Proxy Statement for the 2016 annual meeting of shareholders, filed with the SEC on April 1, 2016;
- EMC's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016, filed with the SEC on May 5, 2016; and
- EMC's Current Reports on Form 8-K filed with the SEC on January 27, 2016 (other than the portion of such report not deemed to be filed), February 23, 2016 and May 16, 2016.

In addition, all documents filed by EMC with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this proxy statement/prospectus and before the date of the special meeting shall be deemed to be incorporated by reference into this proxy statement/prospectus and made a part of this proxy statement/prospectus from the respective dates of filing, except that EMC is not incorporating any information furnished under Item 2.02 or 7.01 of any Current Report on Form 8-K unless specifically stated otherwise.

Denali has supplied all information contained in or incorporated by reference into this proxy statement/prospectus relating to Denali, as well as all pro forma financial information, and EMC has supplied all such information relating to EMC.

Denali does not file any annual, quarterly and current reports, proxy statements and other information with the SEC. Following the effectiveness of the registration statement of which this proxy statement/prospectus forms a part, Denali will file annual, quarterly and current reports and other information with the SEC. You may read and copy any future filings made by Denali at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. SEC filings of Denali will also be available to the public at the SEC website at *www.sec.gov*.

Documents incorporated by reference are available from Denali or EMC, as the case may be, without charge, excluding any exhibits to those documents, unless the exhibit is specifically incorporated by reference into this proxy statement/prospectus. Shareholders may obtain these documents incorporated by reference by requesting them in writing, via email or by telephone from the appropriate party at the following addresses and telephone numbers:

Denali Holding Inc.
One Dell Way
Round Rock, Texas 78682
Attention: Investor Relations
Email: investor_relations@dell.com
Telephone: (512) 728-7800

EMC Corporation
176 South Street
Hopkinton, Massachusetts 01748
Attention: Investor Relations
Email: emc_ir@emc.com
Telephone: (508) 435-1000

If you would like to request documents, please do so by no later than five business days before the date of the special meeting (which is [ ], 2016).

You should not rely on information that purports to be made by or on behalf of Denali or EMC other than the information contained in or incorporated by reference into this proxy statement/prospectus. Neither Denali nor EMC has authorized anyone to provide you with information on behalf of Denali or EMC, respectively, that is different from what is contained in this proxy statement/prospectus.

If you are in a jurisdiction where offers to exchange or sell, or solicitations of offers to exchange or purchase, the securities offered by this proxy statement/prospectus or solicitations of proxies are unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then the offer presented in this proxy statement/prospectus does not extend to you.

This proxy statement/prospectus is dated [ ], 2016. You should not assume that the information in it is accurate as of any date other than that date, and neither its mailing to shareholders nor the issuance of Denali common stock in the merger will create any implication to the contrary.

DENALI AUDITED CONSOLIDATED FINANCIAL STATEMENTS

INDEX TO AUDITED CONSOLIDATED FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Denali Holding Inc.

In our opinion, the accompanying consolidated statements of financial position at January 29, 2016 and January 30, 2015 and the related consolidated statements of income (loss), comprehensive income (loss), stockholders' equity and cash flows for the years ended January 29, 2016 and January 30, 2015 and for the period from October 29, 2013 through January 31, 2014 present fairly, in all material respects, the financial position of Denali Holding Inc. and its subsidiaries (the "Successor") at January 29, 2016 and January 30, 2015, and the results of their operations and their cash flows for the years ended January 29, 2016 and January 30, 2015 and for the period from October 29, 2013 through January 31, 2014 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it classifies deferred tax assets and liabilities on the consolidated balance sheet as of January 29, 2016.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Austin, Texas
March 10, 2016

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Denali Holding Inc.

In our opinion, the accompanying consolidated statements of income (loss), comprehensive income (loss), stockholders' equity and cash flows for the period from February 2, 2013 through October 28, 2013 present fairly, in all material respects, the results of operations and cash flows of Dell Inc. and its subsidiaries (the "Predecessor") for the period from February 2, 2013 through October 28, 2013 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Austin, Texas
December 14, 2015

DENALI HOLDING INC.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
(in millions)

	Successor	
	January 29, 2016	January 30, 2015
ASSETS		
Current assets:		
Cash and cash equivalents	$ 6,576	$ 5,398
Accounts receivable, net	5,535	6,066
Short-term financing receivables, net	2,915	3,022
Inventories, net	1,643	1,663
Other current assets	3,615	4,799
Total current assets	20,284	20,948
Property, plant, and equipment, net	2,270	2,630
Long-term investments	114	95
Long-term financing receivables, net	2,177	2,003
Goodwill	10,049	10,053
Intangible assets, net	9,578	11,774
Other non-current assets	778	689
Total assets	$ 45,250	$ 48,192
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term debt	$ 2,984	$ 2,921
Accounts payable	12,934	13,439
Accrued and other	4,556	5,040
Short-term deferred revenue	4,339	3,948
Total current liabilities	24,813	25,348
Long-term debt	10,775	11,234
Long-term deferred revenue	4,475	4,069
Other non-current liabilities	3,615	4,584
Total liabilities	43,678	45,235
Commitments and contingencies (Note 11)		
Redeemable shares	106	53
Stockholders' equity:		
Common stock and capital in excess of $.01 par value; shares authorized: 700 (Series A: 350, Series B: 150, Series C: 200); shares issued and outstanding: 405 (Series A: 307, Series B: 98) and 405 (Series A: 307, Series B: 98), respectively	5,727	5,708
Retained earnings (deficit)	(3,937)	(2,833)
Accumulated other comprehensive income (loss)	(324)	29
Total stockholders' equity	1,466	2,904
Total liabilities and stockholders' equity	$ 45,250	$ 48,192

The accompanying notes are an integral part of these Consolidated Financial Statements.

DENALI HOLDING INC.

CONSOLIDATED STATEMENTS OF INCOME (LOSS)
(in millions; except per share amounts)

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
Net revenue:				
Products	$ 43,317	$ 46,690	$ 11,253	$ 32,786
Services, including software related	11,569	11,429	2,822	9,516
Total net revenue	54,886	58,119	14,075	42,302
Cost of net revenue:				
Products	37,923	40,415	10,695	28,150
Services, including software related	7,131	7,496	1,987	6,161
Total cost of net revenue	45,054	47,911	12,682	34,311
Gross margin	9,832	10,208	1,393	7,991
Operating expenses:				
Selling, general, and administrative	8,900	9,428	2,863	6,528
Research, development, and engineering	1,315	1,202	328	945
Total operating expenses	10,215	10,630	3,191	7,473
Operating income (loss)	(383)	(422)	(1,798)	518
Interest and other, net	(792)	(924)	(204)	(198)
Income (loss) before income taxes	(1,175)	(1,346)	(2,002)	320
Income tax provision (benefit)	(71)	(125)	(390)	413
Net income (loss)	$ (1,104)	$ (1,221)	$ (1,612)	$ (93)
Earnings (loss) per share:				
Basic	$ (2.73)	$ (3.02)	$ (4.06)	$ (0.05)
Diluted	$ (2.73)	$ (3.02)	$ (4.06)	$ (0.05)
Cash dividends declared per common share	$ —	$ —	$ —	$ 0.37
Weighted-average shares outstanding:				
Basic	405	404	397	1,755
Diluted	405	404	397	1,755

The accompanying notes are an integral part of these Consolidated Financial Statements.

DENALI HOLDING INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(in millions)

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
Net income (loss)	$ (1,104)	$ (1,221)	$ (1,612)	$ (93)
Other comprehensive income (loss), net of tax				
Foreign currency translation adjustments	(138)	(192)	(28)	(44)
Available-for-sale investments				
Change in unrealized gains (losses)	—	—	—	(4)
Reclassification adjustment for net (gains) losses included in net income (loss)	—	—	—	(4)
Net change	—	—	—	(8)
Cash flow hedges				
Change in unrealized gains (losses)	152	427	3	5
Reclassification adjustment for net (gains) losses included in net income (loss)	(367)	(179)	(2)	(56)
Net change	(215)	248	1	(51)
Total other comprehensive income (loss), net of tax benefit (expense) of $8, $(10), $(3), and $3 respectively	(353)	56	(27)	(103)
Comprehensive income (loss), net of tax	$ (1,457)	$ (1,165)	$ (1,639)	$ (196)

The accompanying notes are an integral part of these Consolidated Financial Statements.

DENALI HOLDING INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(in millions; continued on next page)

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
Cash flows from operating activities:				
Net loss	$ (1,104)	$ (1,221)	$ (1,612)	$ (93)
Adjustments to reconcile net loss to net cash provided by operating activities:				
Depreciation and amortization	2,872	2,977	762	990
Stock-based compensation expense	72	72	82	184
Effects of exchange rate changes on monetary assets and liabilities denominated in foreign currencies	122	90	12	68
Deferred income taxes	(205)	(465)	(544)	(239)
Provision for doubtful accounts—including financing receivables	171	216	290	158
Other	115	153	19	42
Changes in assets and liabilities, net of effects from acquisitions:				
Accounts receivable	187	(238)	(102)	134
Financing receivables	(321)	(550)	(199)	65
Inventories	(5)	71	(36)	(206)
Other assets	(28)	(623)	72	59
Accounts payable	(374)	1,029	1,316	(311)
Deferred revenue	867	1,431	410	49
Accrued and other liabilities	(207)	(391)	612	704
Change in cash from operating activities	2,162	2,551	1,082	1,604
Cash flows from investing activities:				
Investments:				
Purchases	(27)	(27)	(10)	(514)
Maturities and sales	7	15	129	2,939
Capital expenditures	(482)	(478)	(101)	(431)
Proceeds from sale of facilities, land, and other assets	88	23	—	—
Collections on purchased financing receivables	85	175	53	93
Acquisition of businesses, net of cash acquired	—	(73)	(8,624)	(571)
Divestitures of businesses, net of cash transferred	8	10	—	48
Change in cash from investing activities	(321)	(355)	(8,553)	1,564

The accompanying notes are an integral part of these Consolidated Financial Statements.

DENALI HOLDING INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(continued, in millions)

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
Cash flows from financing activities:				
Payment of dissenting shares obligation	—	—	(251)	—
Cash dividends paid	—	—	—	(653)
Proceeds from equity issuance	—	28	2,096	—
Issuance of common stock under employee plans	2	—	—	44
Payments for debt issuance costs	(10)	(7)	(264)	—
Proceeds from debt	5,460	2,936	14,074	1,127
Repayments of debt	(5,950)	(6,053)	(1,584)	(5,149)
Settlement of predecessor stock options	—	—	(111)	—
Other	2	2	—	1
Change in cash from financing activities	(496)	(3,094)	13,960	(4,630)
Effect of exchange rate changes on cash and cash equivalents	(167)	(153)	(40)	(67)
Change in cash and cash equivalents	1,178	(1,051)	6,449	(1,529)
Cash and cash equivalents at beginning of the period	5,398	6,449	—	12,569
Cash and cash equivalents at end of the period	$ 6,576	$ 5,398	$ 6,449	$ 11,040
Income tax paid	$ 264	$ 557	$ 95	$ 572
Interest paid	$ 585	$ 724	$ 135	$ 228

The accompanying notes are an integral part of these Consolidated Financial Statements.

DENALI HOLDING INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(in millions; continued on next page)

Predecessor	Common Stock and Capital in Excess of Par Value		Treasury Stock		Retained Earnings (Deficit)	Accumulated Other Comprehensive Income/(Loss)	Total Denali Stockholders' Equity	Non-Controlling Interest	Total Stockholders' Equity
	Issued Shares	Amount	Shares	Amount					
Balances at February 1, 2013	**3,413**	**$12,554**	**1,200**	**$(32,145)**	**$ 30,330**	**$ (59)**	**$ 10,680**	**$ 21**	**$ 10,701**
Net loss	—	—	—	—	(93)	—	(93)	—	(93)
Other comprehensive loss	—	—	—	—	—	(103)	(103)	—	(103)
Stock issuances under employee plans and other (a)	22	40	—	—	—	—	40	—	40
Cash dividends declared	—	—	—	—	(653)	—	(653)	—	(653)
Stock-based compensation related	—	184	—	—	—	—	184	—	184
Net tax shortfall from employee stock plans	—	(23)	—	—	—	—	(23)	—	(23)
Sale of noncontrolling interest	—	—	—	—	—	—	—	(21)	(21)
Retirement of outstanding common stock	(475)	—	—	—	—	—	—	—	—
Balances at October 28, 2013	**2,960**	**$12,755**	**1,200**	**$(32,145)**	**$ 29,584**	**$ (162)**	**$ 10,032**	**$ —**	**$ 10,032**

(a) Stock issuance under employee plans is net of shares withheld for employee taxes.

The accompanying notes are an integral part of these Consolidated Financial Statements.

DENALI HOLDING INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(continued, in millions)

	Common Stock and Capital in Excess of Par Value		Retained Earnings (Deficit)	Accumulated Other Comprehensive Income/(Loss)	Total Stockholders' Equity
	Issued Shares	Amount			
Successor					
Balances at October 29, 2013	**—**	**$ —**	**$ —**	**$ —**	**$ —**
Issuance of common stock	402	5,521	—	—	5,521
Net loss	—	—	(1,612)	—	(1,612)
Other comprehensive loss	—	—	—	(27)	(27)
Stock-based compensation expense	—	132	—	—	132
Balances at January 31, 2014	**402**	**5,653**	**(1,612)**	**(27)**	**4,014**
Issuance of common stock	3	36	—	—	36
Net loss	—	—	(1,221)	—	(1,221)
Other comprehensive income	—	—	—	56	56
Stock-based compensation expense	—	72	—	—	72
Revaluation of redeemable shares	—	(53)	—	—	(53)
Balances at January 30, 2015	**405**	**5,708**	**(2,833)**	**29**	**2,904**
Issuance of common stock	—	—	—	—	—
Net loss	—	—	(1,104)	—	(1,104)
Other comprehensive loss	—	—	—	(353)	(353)
Stock-based compensation expense	—	72	—	—	72
Revaluation of redeemable shares	—	(53)	—	—	(53)
Balances at January 29, 2016	**405**	**$5,727**	**$(3,937)**	**$ (324)**	**$ 1,466**

The accompanying notes are an integral part of these Consolidated Financial Statements.

DENALI HOLDING INC.
NOTES TO AUDITED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1—EMC MERGER TRANSACTION, GOING-PRIVATE TRANSACTION AND BASIS OF PRESENTATION

EMC Merger Transaction—On October 12, 2015, Denali Holding Inc. ("Parent," "Denali" or "Denali Holding") entered into an agreement and plan of merger (the "EMC merger agreement") with EMC Corporation ("EMC"), Dell Inc. ("Dell") and Universal Acquisition Co., a direct wholly-owned subsidiary of Parent ("EMC Merger Sub"). Pursuant to the EMC merger agreement, EMC Merger Sub will merge with and into EMC ("the EMC merger"), with EMC continuing as the surviving corporation and a wholly-owned subsidiary of Parent.

Upon the closing of the EMC merger, each share of EMC common stock, par value $0.01 per share ("EMC common stock") owned immediately prior to the effective time of the EMC merger (other than shares owned by Parent, EMC Merger Sub, EMC or any of its wholly-owned subsidiaries, and other than shares with respect to which EMC's shareholders are entitled to and properly exercise appraisal rights) automatically will be converted into the right to receive the merger consideration, consisting of (1) $24.05 in cash, without interest, and (2) a number of shares of validly issued, fully paid and non-assessable Class V common stock of Parent (the "Class V Common Stock") equal to the quotient obtained by dividing (A) 222,966,450 by (B) the aggregate number of shares of EMC common stock issued and outstanding immediately prior to the effective time of the EMC merger, plus cash in lieu of any fractional shares. No fractional shares of Class V Common Stock will be issued in the EMC merger. The approximately 223 million shares of Class V Common Stock issuable in the EMC merger (assuming EMC shareholders are not entitled to or do not properly exercise appraisal rights) are intended to track and reflect the economic performance of approximately 65% of EMC's current economic interest in the business of VMware, Inc. ("VMware"), which currently consists of approximately 343 million shares of VMware common stock. Based on the number of shares of EMC common stock Parent currently expects will be issued and outstanding immediately prior to the completion of the EMC merger, it is estimated that EMC shareholders will receive in the EMC merger approximately 0.111 shares of Class V Common Stock for each share of EMC common stock.

The EMC merger will be financed with a combination of equity and debt financing and cash on hand. Parent has obtained committed equity financing for up to $4.25 billion in the aggregate from Michael S. Dell, Chairman, Chief Executive Officer and founder of Dell, a separate property trust for the benefit of Mr. Dell's wife, MSDC Denali Investors, L.P., and MSDC Denali EIV, LLC (the "MSD Partners Funds"), funds affiliated with Silver Lake Partners, and Venezio Investments Pte. Ltd., an affiliate of Temasek Holdings (Private) Limited. Parent also has obtained debt financing commitments for up to $49.5 billion in the aggregate from financial institutions for the purpose of financing the EMC merger and refinancing certain existing indebtedness of Parent and EMC. The obligations of the lenders under Parent's debt financing commitments are subject to a number of customary conditions. Parent's debt financing commitments will terminate upon the earlier of the termination of the EMC merger agreement in accordance with its terms and December 16, 2016. In addition, each of Parent and EMC has agreed to make available a certain amount of cash on hand (at least $2.95 billion, in the case of Parent, and $4.75 billion, in the case of EMC) at the completion of the EMC merger for the purpose of financing the transactions contemplated by the EMC merger agreement.

The completion of the EMC merger is subject to specified conditions, including (a) approval by EMC's shareholders, (b) the absence of an order or law prohibiting consummation of the transactions contemplated by the EMC merger agreement, (c) the effectiveness of the registration statement of Parent registering the shares of Class V Common Stock issuable in connection with the EMC merger and (d) the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the receipt of certain foreign antitrust approvals. In addition, each party's obligation to consummate the EMC merger is subject to other conditions, including (1) the accuracy of the other party's representations and warranties (including the absence of a material adverse effect), (2) the other party's compliance with its obligations, (3) receipt by each party of an opinion of counsel, dated as of the date of the EMC merger, as to certain tax matters and (4) the listing of the Class V Common Stock on the New York Stock Exchange or the Nasdaq Stock Market.

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The EMC merger agreement contains specified termination rights for both Parent and EMC, including that either party may terminate the EMC merger agreement if the EMC merger is not consummated by December 16, 2016, if any governmental authority has adopted any law or regulation prohibiting or rendering the consummation of the EMC merger permanently illegal, or if any governmental authority has issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the EMC merger, and such order, decree or ruling has become final and nonappealable. If the EMC merger agreement is terminated under certain specified circumstances, including in connection with EMC's entry into a definitive agreement for a superior proposal, EMC must pay Parent a termination fee of $2.5 billion. Further, if the EMC merger agreement is terminated under specified circumstances and, within 12 months after the termination, EMC enters into a definitive agreement providing for, or consummates, an acquisition proposal, EMC will be obligated to pay Parent a termination fee of $2.5 billion. The EMC merger agreement also provides that Parent and Dell will be obligated to pay EMC a reverse termination fee of $4 billion under specified circumstances and, in certain instances, an alternative reverse termination fee of $6 billion.

Other than the recognition of certain expenses related to the pending EMC merger, there was no impact of the EMC merger on the Audited Consolidated Financial Statements included in this report.

Going-Private Transaction—On October 29, 2013, Dell was acquired by Denali in a merger transaction pursuant to the terms of an agreement and plan of merger, dated as of February 5, 2013, as amended ("the going-private transaction"). Denali is a Delaware corporation owned by Michael S. Dell and a separate property trust for the benefit of Mr. Dell's wife, investment funds affiliated with Silver Lake Partners, the MSD Partners Funds, and certain members of Dell's management. Mr. Dell serves as Chairman and Chief Executive Officer of Denali and Dell.

See Note 3 of the Notes to the Audited Consolidated Financial Statements for more information on the going-private transaction.

Basis of Presentation—For the purposes of these financial statements, periods prior to October 29, 2013 reflect the financial position, results of operations, and changes in financial position of Dell and its consolidated subsidiaries prior to the going-private transaction (the "Predecessor") and periods beginning on or after October 29, 2013 reflect the financial position, results of operations, and changes in financial position of Denali and its consolidated subsidiaries (individually and together with its consolidated subsidiaries, "the Company") subsequent to the going-private transaction (the "Successor").

The going-private transaction was recorded using the acquisition method of accounting in accordance with the accounting guidance for business combinations. This guidance prescribes that the purchase price be allocated to assets acquired and liabilities assumed based on the estimated fair market value of such assets and liabilities on the date of acquisition. Accordingly, periods prior to the going-private transaction are not comparable to subsequent periods due to the difference in the basis of presentation of purchase accounting as compared to historical cost.

NOTE 2—DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business—The Company offers a broad range of technology solutions, including servers and networking products, storage products, software, mobility products, desktops, and third-party software and peripherals.

Fiscal Year—The Company's fiscal year is the 52 or 53 week period ending on the Friday nearest January 31. The fiscal years ended January 29, 2016 ("Fiscal 2016"), January 30, 2015 ("Fiscal 2015"), and January 31, 2014 ("Fiscal 2014") all included 52 weeks.

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Principles of Consolidation—The accompanying consolidated financial statements include the accounts of Denali Holding and its wholly-owned subsidiaries and have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). All significant intercompany transactions and balances have been eliminated.

Use of Estimates—The preparation of financial statements in accordance with GAAP requires the use of management's estimates. These estimates are subjective in nature and involve judgments that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at fiscal year-end, and the reported amounts of revenues and expenses during the fiscal year. Actual results could differ from those estimates.

Cash and Cash Equivalents—All highly liquid investments, including credit card receivables due from banks, with original maturities of 90 days or less at date of purchase, are reported at fair value and are considered to be cash equivalents. All other investments not considered to be cash equivalents are separately categorized as investments.

Investments—In the successor period, the Company's investments are in non-marketable equity securities. These investments are recorded at cost which approximates fair value. If the fair value of an individual investment declines below its cost or carrying value and is determined to be permanently impaired, an impairment loss will be recognized in interest and other, net, and will reduce the investment's carrying amount. In the predecessor period, Dell's investments were primarily in debt securities, which were classified as available-for-sale and reported at fair value (based primarily on quoted prices and market observable inputs), using the specific identification method. Unrealized gains and losses, net of taxes, were reported as a component of stockholders' equity, while realized gains and losses were recognized in interest and other, net.

Allowance for Doubtful Accounts—The Company recognizes an allowance for losses on accounts receivable in an amount equal to the estimated probable losses, net of recoveries. The allowance is based on an analysis of historical bad debt experience, current receivables aging, and expected future write-offs, as well as an assessment of specific identifiable customer accounts considered at risk or uncollectible. The expense associated with the allowance for doubtful accounts is recognized in selling, general, and administrative expenses.

Financing Receivables—Financing receivables are presented net of allowance for losses and consist of customer receivables and residual interest. Customer receivables include revolving loans and fixed-term leases and loans resulting primarily from the sale of the Company's products and services. The Company has two portfolios that are based on how risk is assessed to determine the appropriate allowance levels: (1) fixed-term leases and loans and (2) revolving loans. The portfolio segments are further segregated into classes based on products, customer type, and credit risk evaluation: (1) Revolving—Dell Preferred Account ("DPA"); (2) Revolving—Dell Business Credit ("DBC"); (3) Fixed-term—Consumer and Small Commercial; and (4) Fixed-term—Medium and Large Commercial. Fixed-term leases and loans are offered to qualified small and medium-sized businesses, large commercial accounts, governmental organizations, and educational entities. Additionally, fixed-term loans are also offered to certain individual consumer customers. Revolving loans are offered under private label credit financing programs. The DPA revolving loan programs are offered to individual consumers and the DBC revolving loan programs are offered to small and medium-sized business customers.

The Company retains a residual interest in equipment leased under its fixed-term lease programs. The amount of the residual interest is established at the inception of the lease based upon estimates of the value of the equipment at the end of the lease term using historical studies, industry data, and future value-at-risk demand valuation methods. On a quarterly basis, the Company assesses the carrying amount of its recorded residual

values for impairment. Anticipated declines in specific future residual values that are considered to be other-than-temporary are recorded currently in earnings.

Allowance for Financing Receivable Losses

The Company recognizes an allowance for losses on financing receivables in an amount equal to the probable losses net of recoveries. The allowance for losses is generally determined at the aggregate portfolio level based on a variety of factors, including historical and anticipated experience, past due receivables, receivable type, and customer risk profile. Customer account principal and interest are charged to the allowance for losses when an account is deemed to be uncollectible or generally when the account is 180 days delinquent. While the Company does not generally place financing receivables on non-accrual status during the delinquency period, accrued interest is included in the allowance for loss calculation, and therefore, the Company is adequately reserved in the event of charge off. Recoveries on receivables previously charged off as uncollectible are recorded to the allowance for financing receivables losses. The expense associated with the allowance for financing receivables losses is recognized as cost of net revenue. Both fixed and revolving receivable loss rates are affected by macro-economic conditions, including the level of GDP growth, unemployment rates, the level of commercial capital equipment investment, and the credit quality of the borrower.

Asset Securitization

The Company transfers certain U.S. customer financing receivables to Special Purpose Entities (“SPEs”) that meet the definition of a Variable Interest Entity (“VIE”) and are consolidated into the Company’s Consolidated Financial Statements. These SPEs are bankruptcy remote legal entities with separate assets and liabilities. The purpose of the SPEs is to facilitate the funding of customer receivables in the capital markets. These SPEs have entered into financing arrangements with multi-seller conduits that, in turn, issue asset-backed debt securities in the capital markets. The asset securitizations in the SPEs are being accounted for as secured borrowings. See Note 5 of the Notes to the Audited Consolidated Financial Statements for additional information on the impact of the consolidation.

Inventories—Inventories are stated at the lower of cost or market with cost being determined on a first-in, first-out basis. Adjustments to reduce the cost of inventory to its net realizable value are made, if required, for estimated excess, obsolescence, or impaired balances.

Property, Plant, and Equipment—Property, plant, and equipment are carried at depreciated cost. Depreciation is determined using the straight-line method over the estimated economic lives of the assets, which range from ten to thirty years for buildings and two to five years for all other assets. Leasehold improvements are amortized over the shorter of five years or the lease term. Gains or losses related to retirements or disposition of fixed assets are recognized in the period incurred.

Software Development Costs—Costs incurred in the research and development of new software products and enhancements to existing software products are expensed as incurred until technological feasibility has been established. After technological feasibility is established, any additional costs are capitalized in accordance with authoritative guidance until the product is available for general release. Software development costs incurred subsequent to a product establishing technological feasibility are usually not significant. No significant software development costs have been capitalized as of January 29, 2016 or January 30, 2015.

The Company capitalizes eligible internal-use software development costs incurred subsequent to the completion of the preliminary project stage. Development costs are amortized over the shorter of the expected useful life of the software or five years. Costs associated with maintenance and minor enhancements to the features and functionality of the Company’s website are expensed as incurred.

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Impairment of Long-Lived Assets—The Company reviews long-lived assets for impairment when circumstances indicate the carrying amount of an asset may not be recoverable based on the undiscounted future cash flows of the assets. If the carrying amount of the asset is determined not to be recoverable, a write-down to fair value is recorded. Fair values are determined based on quoted market values, discounted cash flows, or external appraisals, as applicable. The Company reviews long-lived assets for impairment at the individual asset or the asset group level for which the lowest level of independent cash flows can be identified.

Business Combinations—The Company accounts for business combinations, including the going-private transaction described in Note 1 of the Notes to the Audited Consolidated Financial Statements, using the acquisition method of accounting. Accordingly, the assets and liabilities of the acquired business are recorded at their fair values at the date of acquisition. The excess of the purchase price over the fair value of the assets acquired and the liabilities assumed is recorded as goodwill. During the measurement period, if new information is obtained about facts and circumstances that existed as of the acquisition date, changes in the estimated fair values of the net assets recorded may change the amount of the purchase price allocable to goodwill. During the measurement period, which expires one year from the acquisition date, changes to any purchase price allocations that are material to the Company's consolidated financial results will be adjusted retroactively.

In-process research and development costs are recorded at fair value as an indefinite-lived intangible asset and assessed for impairment thereafter until completion, at which point the asset is amortized over its expected useful life. All acquisition costs are expensed as incurred, and the results of operations of acquired businesses are included in the Consolidated Financial Statements from the acquisition date.

Intangible Assets Including Goodwill—Identifiable intangible assets with finite lives are amortized over their estimated useful lives. In addition, intangible assets are reviewed for impairment if indicators of potential impairment exist. Goodwill and indefinite-lived intangible assets are tested for impairment on an annual basis in the third fiscal quarter, or sooner if an indicator of impairment occurs.

Foreign Currency Translation—The majority of the Company's international sales are made by international subsidiaries, most of which have the U.S. dollar as their functional currency. The Company's subsidiaries that do not have the U.S. dollar as their functional currency translate assets and liabilities at current rates of exchange in effect at the balance sheet date. Revenue and expenses from these international subsidiaries are translated using the monthly average exchange rates in effect for the period in which the items occur. Foreign currency translation adjustments are included as a component of accumulated other comprehensive income (loss) ("OCI") in stockholders' equity.

Local currency transactions of international subsidiaries that have the U.S. dollar as the functional currency are remeasured into U.S. dollars using the current rates of exchange for monetary assets and liabilities and historical rates of exchange for non-monetary assets and liabilities. Gains and losses from remeasurement of monetary assets and liabilities are included in interest and other, net.

Hedging Instruments—The Company uses derivative financial instruments, primarily forwards, options, and swaps, to hedge certain foreign currency and interest rate exposures. The relationships between hedging instruments and hedged items, as well as the risk management objectives and strategies for undertaking hedge transactions, are formally documented. The Company does not use derivatives for speculative purposes.

All derivative instruments are recognized as either assets or liabilities in the Consolidated Statements of Financial Position and are measured at fair value. Hedge accounting is applied based upon the criteria established by accounting guidance for derivative instruments and hedging activities. Derivatives are assessed for hedge effectiveness both at the onset of the hedge and at regular intervals throughout the life of the derivative. Any

hedge ineffectiveness is recognized currently in earnings as a component of interest and other, net. For derivatives that are not designated as hedges or do not qualify for hedge accounting treatment, the Company recognizes the change in the instrument's fair value currently in earnings as a component of interest and other, net. The Company's hedge portfolio includes non-designated derivatives and derivatives designated as cash flow hedges.

For derivative instruments that are designated as cash flow hedges, hedge ineffectiveness is measured by comparing the cumulative change in the fair value of the hedge contract with the cumulative change in the fair value of the hedged item, both of which are based on forward rates. The Company records the effective portion of the gain or loss on the derivative instrument in accumulated other comprehensive income (loss), as a separate component of stockholders' equity, and reclassifies the gain or loss into earnings in the period during which the hedged transaction is recognized in earnings.

Cash flows from derivative instruments are presented in the same category on the Consolidated Statements of Cash Flows as the cash flows from the underlying hedged items. See Note 7 of the Notes to the Audited Consolidated Financial Statements for a description of the Company's derivative financial instrument activities.

Revenue Recognition—Net revenue includes sales of hardware, services, software, and peripherals. The Company recognizes revenue for these products and services when it is realized or realizable and earned. Revenue is considered realized and earned when persuasive evidence of an arrangement exists; delivery has occurred or services have been rendered; the Company's fee to its customer is fixed or determinable; and collection of the resulting receivable is reasonably assured.

Revenue from third-party software sales and extended warranties for third-party products, for which the Company does not meet the criteria for gross revenue recognition, is recognized on a net basis. All other revenue is recognized on a gross basis.

Services revenue and cost of services revenue captions in the Consolidated Statements of Income (Loss) include the Company's services, third-party software revenue, and support services related to the Company-owned software offerings.

Multiple Deliverables

The Company's multiple deliverable arrangements include hardware products that are sold with software or services such as extended warranty, installation, maintenance, and other services contracts. The Company's service contracts may include a combination of services arrangements, including support and deployment services, infrastructure, cloud and security services, and applications and business process services. The nature and terms of these multiple deliverable arrangements will vary based on the customized needs of the Company's customers.

The deliverables included in the Company's multiple deliverable arrangements typically represent a separate unit of accounting. Accordingly, consideration is allocated to these deliverables based on each unit's relative selling price. The hierarchy used to determine the selling price of a deliverable is: (1) vendor specific objective evidence ("VSOE"), (2) third-party evidence of selling price ("TPE"), and (3) best estimate of the selling price ("ESP"). In instances where the Company cannot establish VSOE, the Company establishes TPE by evaluating largely similar and interchangeable competitor products or services in standalone sales to similarly situated customers.

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Products

Revenue from the sale of products is recognized when title and risk of loss passes to the customer. Delivery is considered complete when products have been shipped to the Company's customer, title and risk of loss has transferred to the customer, and customer acceptance has been satisfied. Customer acceptance is satisfied if acceptance is obtained from the customer, if all acceptance provisions lapse, or if the Company has evidence that all acceptance provisions have been satisfied.

The Company records reductions to revenue for estimated customer sales returns, rebates, and certain other customer incentive programs. These reductions to revenue are made based upon reasonable and reliable estimates that are determined by historical experience, contractual terms, and current conditions. The primary factors affecting the Company's accrual for estimated customer returns include estimated return rates as well as the number of units shipped that have a right of return that has not expired as of the balance sheet date. If returns cannot be reliably estimated, revenue is not recognized until a reliable estimate can be made or the return right lapses.

The Company sells its products directly to customers as well as through other distribution channels, such as retailers, distributors, and resellers. The Company recognizes revenue on these sales when the reseller has economic substance apart from the Company; any credit risk has been identified and quantified; title and risk of loss has passed to the sales channel; the fee paid to the Company is not contingent upon resale or payment by the end user; and the Company has no further obligations related to bringing about resale or delivery.

Sales through the Company's distribution channels are primarily made under agreements allowing for limited rights of return, price protection, rebates, and marketing development funds. The Company has generally limited return rights through contractual caps or has an established selling history for these arrangements. Therefore, there is sufficient data to establish reasonable and reliable estimates of returns for the majority of these sales. To the extent price protection or return rights are not limited and a reliable estimate cannot be made, all of the revenue and related costs are deferred until the product has been sold to the end-user or the rights expire. The Company records estimated reductions to revenue or an expense for distribution channel programs at the later of the offer or the time revenue is recognized.

The Company defers the cost of shipped products awaiting revenue recognition until revenue is recognized.

Services

Services include a broad range of configurable IT and business services, including support and deployment services, infrastructure, cloud, and security services, and applications and business process services. Revenue is recognized for services contracts as earned, which is generally on a straight-line basis over the term of the contract or on a proportional performance basis as the services are rendered and the Company's obligations are fulfilled. Revenue from time and materials or cost-plus contracts is recognized as the services are performed. Revenue from fixed price contracts is recognized on a straight-line basis, unless revenue is earned and obligations are fulfilled in a different pattern. These service contracts may include provisions for cancellation, termination, refunds, or service level adjustments. These contract provisions would not have a significant impact on recognized revenue as the Company generally recognizes revenue for these contracts as the services are performed.

For sales of extended warranties with a separate contract price, the Company defers revenue equal to the separately stated price. Revenue associated with undelivered elements is deferred and recorded when delivery occurs or services are provided. Revenue from extended warranty and service contracts, for which the Company is obligated to perform, is recorded as deferred revenue and subsequently recognized over the

term of the contract on a straight-line basis or when the service is completed and the costs associated with these contracts are recognized as incurred.

Software

The Company recognizes revenue in accordance with industry specific software accounting guidance for all software and post-contract support ("PCS") that are not essential to the functionality of the hardware. Accounting for software that is essential to the functionality of the hardware is accounted for as specified above under "Multiple Deliverables." The Company has not established VSOE of fair value for the undelivered elements of third-party software offerings. For the majority of the Company-owned software offerings, the Company has established VSOE to support a separation of the software license and undelivered elements. These elements include PCS as well as professional services. VSOE of the undelivered element is determined by reference to the prices customers pay for support when it is sold separately. In instances where VSOE is established, the Company recognizes revenue from the sale of software licenses at the time of initial sale, assuming all of the above criteria have been met, and revenue from the undelivered elements over the maintenance period. When the Company has not established VSOE to support a separation of the software license and undelivered elements, the revenue and related costs are generally recognized over the term of the agreement.

Other

The Company records revenue from the sale of equipment under sales-type leases as product revenue in an amount equal to the present value of minimum lease payments at the inception of the lease. Sales-type leases also produce financing income, which is included in net revenue in the Consolidated Statements of Income (Loss) and is recognized at consistent rates of return over the lease term. The Company also offers qualified customers revolving credit lines for the purchase of products and services offered by the Company. Financing income attributable to these revolving loans is recognized in net revenue on an accrual basis.

The Company reports revenue net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Standard Warranty Liabilities—The Company records warranty liabilities for its standard limited warranty at the time of sale for the estimated costs that may be incurred under its limited warranty. The liability for standard warranties is included in accrued and other current and other non-current liabilities in the Consolidated Statements of Financial Position. The specific warranty terms and conditions vary depending upon the product sold and the country in which the Company does business, but generally includes technical support, parts, and labor over a period ranging from one to three years. Factors that affect the Company's warranty liability include the number of installed units currently under warranty, historical and anticipated rates of warranty claims on those units, and cost per claim to satisfy the Company's warranty obligation. The anticipated rate of warranty claims is the primary factor impacting the estimated warranty obligation. The other factors are less significant due to the fact that the average remaining aggregate warranty period of the covered installed base is approximately 16 months, repair parts are generally already in stock or available at pre-determined prices, and labor rates are generally arranged at pre-established amounts with service providers. Warranty claims are relatively predictable based on historical experience of failure rates. If actual results differ from the estimates, the Company revises its estimated warranty liability. Each quarter, the Company reevaluates its estimates to assess the adequacy of its recorded warranty liabilities and adjusts the amounts as necessary.

Deferred Revenue—Deferred revenue represents amounts received in advance for extended warranty services, amounts due or received from customers under a legally binding commitment prior to services being

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rendered, deferred revenue related to internally-developed software offerings, and other deferred revenue, which primarily consists of deferred profit on third-party software offerings.

Vendor Rebates and Settlements—The Company may receive consideration from vendors in the normal course of business. Certain of these funds are rebates of purchase price paid and others are related to reimbursement of costs incurred by the Company to sell the vendor's products. The Company recognizes a reduction of cost of goods sold and inventory if the funds are a reduction of the price of the vendor's products. If the consideration is a reimbursement of costs incurred by the Company to sell or develop the vendor's products, then the consideration is classified as a reduction of that cost in the Consolidated Statements of Income (Loss), most often operating expenses. In order to be recognized as a reduction of operating expenses, the reimbursement must be for a specific, incremental, and identifiable cost incurred by the Company in selling the vendor's products or services.

In addition, the Company may settle commercial disputes with vendors from time to time. Claims for loss recoveries are recognized when a loss event has occurred, recovery is considered probable, the agreement is finalized, and collectibility is assured. Amounts received by the Company from vendors for loss recoveries are generally recorded as a reduction of cost of goods sold.

Loss Contingencies—The Company is subject to the possibility of various losses arising in the ordinary course of business. The Company considers the likelihood of loss or impairment of an asset or the incurrence of a liability, as well as the Company's ability to reasonably estimate the amount of loss, in determining loss contingencies. An estimated loss contingency is accrued when it is probable that an asset has been impaired or a liability has been incurred and the amount of loss can be reasonably estimated. The Company regularly evaluates current information available to determine whether such accruals should be adjusted and whether new accruals are required.

Shipping Costs—The Company's shipping and handling costs are included in cost of net revenue in the Consolidated Statements of Income (Loss).

Selling, General, and Administrative—Selling expenses include items such as sales salaries and commissions, marketing and advertising costs, and contractor services. Advertising costs are expensed as incurred in selling, general, and administrative expenses in the Consolidated Statements of Income (Loss). For the fiscal years ended January 29, 2016 and January 30, 2015 and the successor period ended January 31, 2014, advertising expenses were $668 million, $660 million, and $166 million respectively, and for the predecessor period ended October 28, 2013, advertising expenses were $504 million. General and administrative expenses include items for the Company's administrative functions, such as finance, legal, human resources, and information technology support. These functions include costs for items such as salaries, maintenance and supplies, insurance, depreciation expense, and allowance for doubtful accounts.

Research, Development, and Engineering Costs—Research, development, and engineering costs are expensed as incurred. Research, development, and engineering expenses primarily include payroll and headcount-related costs, contractor fees, infrastructure costs, and administrative expenses directly related to research and development support.

Income Taxes—Deferred tax assets and liabilities are recorded based on the difference between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The Company calculates a provision for income taxes using the asset and liability method, under which deferred tax assets and liabilities are recognized by identifying the temporary differences arising from the different treatment of items for tax and accounting purposes. The Company provides

valuation allowances for deferred tax assets, where appropriate. In assessing the need for a valuation allowance, the Company considers all available evidence for each jurisdiction, including past operating results, estimates of future taxable income, and the feasibility of ongoing tax planning strategies. In the event the Company determines all or part of the net deferred tax assets are not realizable in the future, the Company will make an adjustment to the valuation allowance that would be charged to earnings in the period such determination is made.

The accounting guidance for uncertainties in income tax prescribes a comprehensive model for the financial statement recognition, measurement, presentation, and disclosure of uncertain tax positions taken or expected to be taken in income tax returns. The Company recognizes a tax benefit from an uncertain tax position in the financial statements only when it is more likely than not that the position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits and a consideration of the relevant taxing authority's administrative practices and precedents.

Stock-Based Compensation—The Company measures stock-based compensation expense for all share-based awards granted based on the estimated fair value of those awards at grant date. In connection with the acquisition of Dell by Denali Holding, the board of directors of Denali Holding approved the Denali Holding Inc. 2013 Stock Incentive Plan (the "2013 Stock Incentive Plan"). For service-based stock options issued under the 2013 Stock Incentive Plan, the Company typically estimates the fair value of these awards using the Black-Scholes valuation model and for performance-based stock options issued under the 2013 Stock Incentive Plan, the Company estimates the fair value of these awards using the Monte Carlo valuation model. In accordance with authoritative guidance, the Company records stock-based compensation expense for equity plans issued by Denali Holding at the Dell level, as the associated benefits reside at that level. Denali Holding primarily grants service-based and performance-based stock options under this plan.

The compensation cost of service-based stock options is recognized net of any estimated forfeitures on a straight-line basis over the employee requisite service period. Compensation cost for performance-based options, containing a market condition, is recognized on a graded accelerated basis net of estimated forfeitures over the requisite service period. Forfeiture rates are estimated at grant date based on historical experience and adjusted in subsequent periods for differences in actual forfeitures from those estimates. See Note 14 of the Notes to the Audited Consolidated Financial Statements for further discussion of stock-based compensation.

Recently Issued Accounting Pronouncements

Revenue from Contracts with Customers—In May 2014, the Financial Accounting Standards Board ("FASB") issued amended guidance on the recognition of revenue from contracts with customers. The objective of the new standard is to establish a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and will supersede most of the existing revenue recognition guidance, including industry-specific guidance. The new standard requires entities to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In August 2015, the FASB approved a one-year deferral of the effective date of this standard. Public entities are required to adopt the new standard for fiscal years, and interim periods within those years, beginning after December 15, 2017, with the option of applying the standard as early as the original effective date for public entities. The new revenue standard may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. The Company is currently evaluating the impact of the new guidance, the effective date, and the method of adoption.

Presentation of Debt Issuance Costs—In April 2015, the FASB issued amended guidance which will change the classification of debt issuance costs in the Consolidated Statements of Financial Position. The new guidance

will require debt issuance costs to be presented as a direct deduction from the carrying amount of the related debt liability consistent with the presentation of debt discounts, rather than as an asset as currently presented. The guidance related to recognition and measurement of debt issuance costs remains unchanged. Public entities must implement the new presentation for fiscal years, and interim periods within those years, beginning after December 15, 2015. Except for the reclassification of debt issuance costs in the Consolidated Statements of Financial Position, there will be no other impact to the Consolidated Financial Statements.

Customer's Accounting for Fees Paid in a Cloud Computing Arrangement—In April 2015, the FASB issued guidance about whether a cloud computing arrangement includes software and how to account for that software license. If a cloud computing arrangement includes a software license element, the related fees are accounted for as an internal-use software intangible. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a services contract. Public entities must adopt the new guidance for fiscal years, and interim periods within those years, beginning after December 15, 2015, with early application permitted. The Company is currently evaluating the impact of the new guidance and timing of adoption, but does not expect it to have a material impact on its Consolidated Financial Statements.

Simplifying the Accounting for Measurement-Period Adjustments—In September 2015, the FASB issued amended guidance which eliminates the requirement that an acquirer in a business combination account for a measurement-period adjustment retrospectively. Instead, an acquirer will be required to recognize a measurement-period adjustment during the period in which the amount of the adjustment is determined. Public entities must adopt the new guidance for fiscal years, and interim periods within those years, beginning after December 15, 2015. The Company is currently evaluating the impact of the new guidance on the Consolidated Financial Statements.

Balance Sheet Classification of Deferred Taxes—In November 2015, the FASB amended guidance for classification of deferred income taxes which requires that deferred tax assets and liabilities be classified as non-current in the Consolidated Statement of Financial Position. The Company elected to early adopt this standard in the fourth quarter of Fiscal 2016 on a prospective basis. Other than the reclassification of deferred tax amounts in the Consolidated Statement of Financial Position as of January 29, 2016, there was no impact on the Consolidated Financial Statements.

Recognition and Measurement of Financial Assets and Financial Liabilities—In January 2016, the FASB issued amended guidance on Recognition and Measurement of Financial Assets and Financial Liabilities. The standard addresses certain aspects of recognition, measurement, presentation, and disclosure of financial instruments. Public entities must adopt the new guidance for fiscal years, and interim periods within those years, beginning after December 15, 2017. The Company is currently evaluating the impact that the standard will have on the Consolidated Financial Statements.

Leases—In February 2016, the FASB issued amended guidance on the accounting for leasing transactions. The primary objective of this update is to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. Public entities must adopt the new guidance for reporting periods beginning after December 15, 2018, with early adoption permitted. Companies are required to use a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest comparative period in the financial statements. The Company is currently evaluating the impact that the standard will have on the Consolidated Financial Statements.

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NOTE 3—BUSINESS COMBINATIONS

Acquisition of Dell by Denali Holding

On October 29, 2013, Dell was acquired, for an aggregate GAAP purchase price of $24.1 billion for all of its outstanding shares, by Denali Holding, a Delaware corporation owned, upon the closing of the going-private transaction, by Michael S. Dell, the Chairman, Chief Executive Officer, and founder of Dell, and a separate property trust for the benefit of Mr. Dell's wife, investment funds affiliated with Silver Lake Partners, the MSD Partners Funds, and certain members of Dell's management. There was no contingent consideration related to this transaction, other than with respect to dissenting shares for which appraisal has been demanded under Delaware law, as discussed in Note 11 of the Notes to the Audited Consolidated Financial Statements.

Through January 29, 2016, the Company has incurred $335 million in transaction-related expenses. These expenses consist of professional fees and the reimbursement of certain expenses, which were approved by Dell's former board of directors, incurred in connection with the going-private transaction. Of this amount, $23 million was incurred in the fiscal year ended January 29, 2016, $20 million was incurred in the fiscal year ended January 30, 2015, $120 million was recognized in the successor period ended January 31, 2014, and $172 million was recognized in the predecessor period ended October 28, 2013. These costs were recognized in selling, general, and administrative expenses in the Consolidated Statements of Income (Loss).

In addition, as of January 29, 2016, the Company expects to incur approximately $54 million in compensation-related expenses, net of forfeitures, that will be expensed through October 2018. These expenses will be recognized in cost of net revenue and operating expenses in Dell's Consolidated Statements of Income (Loss). See Note 1 and Note 14 of the Notes to the Audited Consolidated Financial Statements for more information on these expenses.

The following table summarizes the purchase price of this transaction as of October 29, 2013:

	Purchase Price (in millions)
Purchase price:	
Consideration paid	$ 19,664
Equity rollover	3,440
Other (a)	247
Liability for dissenting shares (Note 11)	770
Total	$ 24,121

(a) Represents the fair value for which services were rendered as of the close of the transaction under share-based payment arrangements.

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In connection with the going-private transaction, all of Dell's assets and liabilities were accounted for and recognized at fair value on October 29, 2013, in the Company's Consolidated Financial Statements. The following table summarizes the fair value of the assets acquired and the liabilities assumed by major class as a result of this transaction:

	Cost (in millions)	Weighted-Average Useful Life (in years)
Intangible Assets:		
Amortizable intangible assets:		
Customer relationships	$ 10,776	6.6
Technology	1,955	4.7
Trade names	334	6.5
Total amortizable intangible assets	13,065	6.3
In-process research and development	141	
Indefinite lived intangible asset (Dell trade name)	1,435	
Total intangible assets	14,641	
Goodwill	10,005	
Cash and cash equivalents (a)	11,040	
Accounts receivable, net	6,274	
Inventories, net	1,760	
Short-term financing receivables, net	3,456	
Short-term investments and other current assets	3,912	
Property, plant, and equipment, net	3,002	
Long-term financing receivables, net	1,610	
Long-term investments and other non-current assets	916	
Short-term debt	(1,399)	
Accounts payable	(11,228)	
Accrued and other	(4,146)	
Short-term deferred revenue	(3,219)	
Long-term debt	(3,418)	
Long-term deferred revenue	(3,034)	
Other non-current liabilities	(6,051)	
Total	$ 24,121	

(a) Of the above cash and cash equivalents, $4.3 billion was used in connection with the financing requirements of the going-private transaction.

The Company recorded $10.0 billion in goodwill related to this transaction. This amount represents the excess of the purchase price over the fair value of the assets acquired and liabilities assumed associated with this transaction. Goodwill is an asset representing future economic benefits arising from other assets acquired that are not individually identified and separately recognized.

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NOTE 4—FAIR VALUE MEASUREMENTS

The following table presents the Company's hierarchy for its assets and liabilities measured at fair value on a recurring basis as of January 29, 2016 and January 30, 2015:

	Successor							
	January 29, 2016				January 30, 2015			
	Level 1 Quoted Prices in Active Markets for Identical Assets	Level 2 Significant Other Observable Inputs	Level 3 Significant Unobservable Inputs	Total	Level 1 Quoted Prices in Active Markets for Identical Assets	Level 2 Significant Other Observable Inputs	Level 3 Significant Unobservable Inputs	Total
	(in millions)							
Assets:								
Cash equivalents:								
Money market funds	$ 3,832	$ —	$ —	$3,832	$ 1,778	$ —	$ —	$1,778
Derivative instruments	—	195	—	195	—	437	—	437
Common stock purchase agreement	—	—	10	10	—	—	—	—
Total assets	$ 3,832	$ 195	$ 10	$4,037	$ 1,778	$ 437	$ —	$2,215
Liabilities:								
Derivative instruments	$ —	$ 12	$ —	$ 12	$ —	$ 56	$ —	$ 56
Debt—Other	—	—	28	28	—	—	—	—
Total liabilities	$ —	$ 12	$ 28	$ 40	$ —	$ 56	$ —	$ 56

The Company did not transfer any securities between levels during the fiscal year ended January 29, 2016.

The following section describes the valuation methodologies the Company uses to measure financial instruments at fair value:

Money Market Funds—The Company's money market funds are classified as cash equivalents with original maturities of 90 days or less and are recognized at fair value. The valuations of these securities are based on quoted prices in active markets for identical assets, when available, or pricing models whereby all significant inputs are observable or can be derived from or corroborated by observable market data. The Company reviews security pricing and assesses liquidity on a quarterly basis.

Derivative Instruments—The Company's derivative financial instruments consist primarily of foreign currency forward and purchased option contracts and interest rate swaps. The fair value of the portfolio is determined using valuation models based on market observable inputs, including interest rate curves, forward and spot prices for currencies, and implied volatilities. Credit risk is also factored into the fair value calculation of the Company's derivative instrument portfolio. See Note 7 of the Notes to the Audited Consolidated Financial Statements for a description of the Company's derivative financial instrument activities.

Debt—Other—As of January 29, 2016, the Company recognized a portion of its long-term debt at fair value. This debt is represented by promissory notes issued on August 3, 2015 and September 14, 2015. The Company determined fair value using a discounted cash flow model which included significant unobservable inputs and assumptions. The unobservable inputs used include projected cash outflows over varying possible maturity dates, weighted by the probability of those possible outcomes, along with assumed discount rates.

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Varying these inputs could alter the fair value recognized for this instrument, but no material changes in fair value are expected given the maximum settlement amount of approximately $28 million under the agreement pursuant to which the promissory notes were issued.

Common Stock Purchase Agreements—The equity financing agreements obtained by Parent in connection with the EMC merger transaction described in Note 1 of the Notes to the Audited Consolidated Financial Statements permit Michael S. Dell, the MSD Partners Funds, Silver Lake Partners, and Temasek to purchase Parent common stock at a fixed price per share contingent on the closing of the EMC merger transaction. Each agreement also provides for a price protection in the event additional equity investors purchase Parent common stock at a lower price. The agreements with Michael S. Dell, the MSD Partners Funds, and Silver Lake Partners are not required to be remeasured to fair value and are effectively capital commitments, because of the degree of control and influence such persons can exercise over Parent, including control over when and at what price Parent will issue new shares, as well as the fact that the equity agreements were entered into solely for the purpose of financing the EMC merger transaction. The provision relating to price protection is considered substantive to Temasek as an unrelated party. Consequently, the Company has recognized the contract as an asset or liability, initially recorded at fair value of zero, with subsequent changes in fair value recorded in earnings. As of January 29, 2016, the Company recognized an asset of $10 million related to the Temasek equity contract.

The Company determined the fair value of this forward contract using a Black-Scholes valuation model, which included significant unobservable inputs and assumptions. The unobservable inputs used include the current value of the Parent common stock, which was estimated based on a combination of a discounted cash flow methodology and a market approach, the probability of the EMC merger occurring, the time period to contract expiration, and the probability that Parent will issue its shares below the foregoing fixed price per share. Varying these inputs could materially alter the fair value recognized for this instrument.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis—Certain assets are measured at fair value on a nonrecurring basis and therefore are not included in the recurring fair value table above. These assets consist primarily of non-financial assets such as goodwill and intangible assets and investments accounted for under the cost method. See Note 8 of the Notes to the Audited Consolidated Financial Statements for additional information about goodwill and intangible assets. Investments accounted for under the cost method are measured at fair value initially. Subsequently, when there is an indicator of impairment, the impairment is recognized.

NOTE 5—FINANCIAL SERVICES

Dell Financial Services

The Company offers or arranges various financing options and services for its business and consumer customers in the United States, Canada, Europe, and Mexico through Dell Financial Services and its affiliates (“DFS”). The key activities of DFS include the origination, collection, and servicing of customer receivables primarily related to the purchase of Dell products and services. New financing originations, which represent the amounts of financing provided by DFS to customers for equipment and related software and services, including third-party originations, were $3.7 billion for the fiscal years ended ended January 29, 2016 and January 30, 2015, and $1.0 billion and $2.3 billion for the successor period ended January 31, 2014 and the predecessor period ended October 28, 2013, respectively.

The Company’s financing receivables are aggregated into the following categories:

- *Revolving loans*—Revolving loans offered under private label credit financing programs provide qualified customers with a revolving credit line for the purchase of products and services offered by

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Dell. These private label credit financing programs are referred to as Dell Preferred Account ("DPA") and Dell Business Credit ("DBC"). The DPA product is primarily offered to individual consumer customers, and the DBC product is primarily offered to small and medium-sized commercial customers. Revolving loans in the United States bear interest at a variable annual percentage rate that is tied to the prime rate. Based on historical payment patterns, revolving loan transactions are typically repaid within twelve months on average.

- *Fixed-term sales-type leases and loans*—The Company enters into sales-type lease arrangements with customers who desire lease financing. Leases with business customers have fixed terms of generally two to four years. Future maturities of minimum lease payments as of January 29, 2016, were as follows: Fiscal 2017—$1,541 million; Fiscal 2018—$1,021 million; Fiscal 2019—$458 million; Fiscal 2020—$111 million; Fiscal 2021 and beyond—$17 million. The Company also offers fixed-term loans to qualified small businesses, large commercial accounts, governmental organizations, educational entities, and certain individual consumer customers. These loans are repaid in equal payments including interest and have defined terms of generally three to five years.

The following table summarizes the components of the Company's financing receivables segregated by portfolio segment as of January 29, 2016 and January 30, 2015:

	Successor					
	January 29, 2016			January 30, 2015		
	Revolving	Fixed-term	Total	Revolving	Fixed-term	Total
	(in millions)					
Financing Receivables, net:						
Customer receivables, gross	$ 1,173	$ 3,637	$4,810	$ 1,438	$ 3,291	$4,729
Allowances for losses	(118)	(58)	(176)	(145)	(49)	(194)
Customer receivables, net	1,055	3,579	4,634	1,293	3,242	4,535
Residual interest	—	458	458	—	490	490
Financing receivables, net	$ 1,055	$ 4,037	$5,092	$ 1,293	$ 3,732	$5,025
Short-term	$ 1,055	$ 1,860	$2,915	$ 1,293	$ 1,729	$3,022
Long-term	—	2,177	2,177	—	2,003	2,003
Financing receivables, net	$ 1,055	$ 4,037	$5,092	$ 1,293	$ 3,732	$5,025

The following table summarizes the changes in the allowance for financing receivable losses for the respective periods:

	Successor					
	Fiscal Year Ended January 29, 2016			Fiscal Year Ended January 30, 2015		
	Revolving	Fixed-term	Total	Revolving	Fixed-term	Total
	(in millions)					
Allowance for financing receivable losses:						
Balance at beginning of period	$ 145	$ 49	$ 194	$ 171	$ 44	$ 215
Charge-offs, net of recoveries	(105)	(17)	(122)	(151)	(17)	(168)
Provision charged to income statement	78	26	104	125	22	147
Balance at end of period	$ 118	$ 58	$ 176	$ 145	$ 49	$ 194

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	Successor			Predecessor		
	October 29, 2013 through January 31, 2014			February 2, 2013 through October 28, 2013		
	Revolving	Fixed-term	Total	Revolving	Fixed-term	Total
	(in millions)					
Allowance for financing receivable losses:						
Balance at the beginning of period	$ —	$ —	$—	$ 169	$ 23	$ 192
Charge-offs, net of recoveries	(35)	(4)	$ (39)	(104)	(15)	(119)
Provision charged to income statement	206	48	$254	79	16	95
Balance at end of period	$ 171	$ 44	$215	$ 144	$ 24	$ 168

On October 29, 2013, in connection with the acquisition of Dell by Denali Holding, the Company's financing receivables, net, were re-measured on a fair value basis and recognized in the Consolidated Statement of Financial Position accordingly. In addition, in accordance with authoritative guidance for business combinations, the Company recorded a provision for losses of $204 million on customer receivables to recognize an estimate of incurred losses on principal balances. The provision was calculated using the same methodology in determining the allowance for the Predecessor entity and was recognized in cost of net revenue in the Consolidated Statement of Income (Loss) for the Successor entity.

The following table summarizes the aging of the Company's customer financing receivables, gross, including accrued interest, as of January 29, 2016 and January 30, 2015, segregated by class:

	Successor							
	January 29, 2016				January 30, 2015			
	Current	Past Due 1—90 Days	Past Due > 90 Days	Total	Current	Past Due 1—90 Days	Past Due > 90 Days	Total
	(in millions)							
Revolving—DPA	$ 812	$ 99	$ 36	$ 947	$ 969	$140	$ 54	$1,163
Revolving—DBC	202	20	4	226	244	26	5	275
Fixed-term—Consumer and Small Commercial	315	11	3	329	319	14	3	336
Fixed-term—Medium and Large Commercial	3,131	157	20	3,308	2,800	138	17	2,955
Total customer receivables, gross	$4,460	$287	$ 63	$4,810	$4,332	$318	$ 79	$4,729

Credit Quality

The following table summarizes customer receivables, gross, including accrued interest, by credit quality indicator segregated by class, as of January 29, 2016 and January 30, 2015. The categories shown in the table below segregate customer receivables based on the relative degrees of credit risk. The credit quality indicators for DPA revolving accounts are measured primarily as of each quarter-end date, while all other indicators are generally updated on a periodic basis.

For DPA revolving receivables shown in the table below, the Company makes credit decisions based on proprietary scorecards, which include the customer's credit history, payment history, credit usage, and other credit agency-related elements. The higher quality category includes prime accounts generally of a higher credit quality that are comparable to U.S. customer FICO scores of 720 or above. The mid-category represents the mid-

tier accounts that are comparable to U.S. customer FICO scores from 660 to 719. The lower category is generally sub-prime and represents lower credit quality accounts that are comparable to U.S customer FICO scores below 660. For the DBC revolving receivables and fixed-term commercial receivables shown in the table below, an internal grading system is utilized that assigns a credit level score based on a number of considerations, including liquidity, operating performance, and industry outlook. The grading criteria and classifications for the fixed-term products differ from those for the revolving products as loss experience varies between these product and customer groups. The credit quality categories cannot be compared between the different classes as loss experience varies substantially between the classes.

	Successor							
	January 29, 2016				January 30, 2015			
	Higher	Mid	Lower	Total	Higher	Mid	Lower	Total
	(in millions)							
Revolving—DPA	$ 148	$ 270	$ 529	$ 947	$ 165	$327	$ 671	$1,163
Revolving—DBC	$ 68	$ 65	$ 93	$ 226	$ 84	$ 80	$ 111	$ 275
Fixed-term—Consumer and Small Commercial	$ 93	$ 136	$ 100	$ 329	$ 92	$145	$ 99	$ 336
Fixed-term—Medium and Large Commercial	$1,597	$1,075	$ 636	$3,308	$1,701	$761	$ 493	$2,955

DFS Acquisitions

During Fiscal 2014, prior to the acquisition of Dell by Denali Holding, the Company completed its acquisition of CIT Vendor Finance's Dell-related financing assets portfolio and sales and servicing functions in Europe to enable global expansion of the Company's direct finance model. This acquisition included a purchased portfolio of $374 million in gross contractual payments under fixed-term leases and loans with a fair value at purchase of approximately $356 million. As part of the same purchase, the Company acquired a liquidating portfolio of operating leases which are included in property, plant, and equipment in the Consolidated Statements of Financial Position. At the time of the acquisition, the gross amount of the equipment associated with these operating leases was approximately $169 million. In connection with this transaction, a subsidiary of the Company, Dell International Bank Limited, obtained a bank license from The Central Bank of Ireland to facilitate the Company's ongoing offerings of financial services in Europe.

Securitizations and Structured Financing Debt

The Company transfers certain U.S. customer financing receivables to Special Purpose Entities ("SPEs") that meet the definition of a Variable Interest Entity ("VIE") and are consolidated, along with the associated debt, into the Company's Consolidated Financial Statements, as the Company is the primary beneficiary of those VIEs. These SPEs are bankruptcy remote legal entities with separate assets and liabilities. The purpose of these SPEs is to facilitate the funding of customer receivables in the capital markets.

The following table shows financing receivables held by the consolidated VIEs as of the respective dates:

	Successor	
	January 29, 2016	January 30, 2015
	(in millions)	
Financing receivables held by consolidated VIEs, net:		
Short-term, net	$ 2,125	$ 2,086
Long-term, net	1,215	891
Financing receivables held by consolidated VIEs, net	$ 3,340	$ 2,977

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Financing receivables transferred via securitization through SPEs were $3.2 billion and $2.7 billion for the fiscal years ended January 29, 2016 and January 30, 2015, respectively.

Some of the SPEs have entered into financing arrangements with multi-seller conduits that, in turn, issue asset-backed debt securities in the capital markets. The Company's risk of loss related to securitized receivables is limited to the amount by which the Company's right to receive collections for assets securitized exceeds the amount required to pay interest, principal, and fees and expenses related to the asset-backed securities. The Company provides credit enhancement to the securitization in the form of over-collateralization.

The Company's total structured financing debt, which is collateralized by financing receivables in the U.S., Canada, and Europe, was $3.4 billion and $2.7 billion, as of January 29, 2016 and January 30, 2015, respectively, under the following programs:

- The structured financing debt program in the U.S., which is related to the fixed-term lease and loan securitization program and the revolving loan securitization program, was $1.3 billion and $1.8 billion as of January 29, 2016 and January 30, 2015, respectively. This debt is collateralized solely by the U.S financing receivables in the programs. The debt has a variable interest rate and the duration of this debt is based on the terms of the underlying financing receivables. As of January 29, 2016, the total debt capacity related to the securitization programs was $2.1 billion. The Company enters into interest swap agreements to effectively convert the portion of its structured financing debt from a floating rate to a fixed rate. See Note 7 of the Notes to the Audited Consolidated Financial Statements for additional information about interest rate swaps.

  The Company's securitization programs became effective on October 29, 2013. The revolving program is effective for three years. The fixed term program, which was extended during the first quarter of Fiscal 2016, is effective for four and one-half years. The programs contain standard structural features related to the performance of the securitized receivables which include defined credit losses, delinquencies, average credit scores, and minimum collection requirements. In the event one or more of these criteria are not met and the Company is unable to restructure the program, no further funding of receivables will be permitted and the timing of the Company's expected cash flows from over-collateralization will be delayed. As of January 29, 2016, these criteria were met.

- The Company may periodically issue asset-backed debt securities to private investors. As of January 29, 2016, the associated debt balance of these securities was $1.6 billion. The asset-backed debt securities are collateralized solely by the U.S. fixed-term financing receivables in the offerings, which are held by SPEs. The interest rate on these securities is fixed and ranges from 0.26% to 3.61% and the duration of these securities is based on the terms of the underlying financing receivables. See Note 4 of the Notes to the Audited Consolidated Financial Statements for additional information regarding the Company's structured financing debt.

- In connection with the Company's international financing operations, the Company has entered into revolving structured financing debt programs related to its fixed-term lease and loan products sold in Canada and Europe. As of January 29, 2016, the Canadian program, which is effective for two years, beginning on September 19, 2014, and is collateralized solely by the Canadian financing receivables, had a total debt capacity of $135 million. The European program, which was extended during the first quarter of Fiscal 2016, is effective for four years, beginning on December 23, 2013. The program is collateralized solely by the European financing receivables and had a total debt capacity of $653 million as of January 29, 2016. The aggregate outstanding balances of the Canadian and European revolving structured loans as of January 29, 2016 and January 30, 2015 were $559 million and $388 million, respectively.

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Financing Receivable Sales

To manage certain concentrations of customer credit exposure, the Company may sell selected fixed-term financing receivables to unrelated third parties on a periodic basis. During the fiscal years ended January 29, 2016 and January 30, 2015, the amount of receivables sold was $91 million and $61 million, respectively. During the successor period ended January 31, 2014, the Company did not sell any receivables. During the predecessor period ended October 28, 2013, the amount of receivables sold was $127 million.

NOTE 6—DEBT

The following table summarizes the Company's outstanding debt as of the dates indicated:

	Successor	
	January 29, 2016	January 30, 2015
	(in millions)	
Secured Debt		
Structured financing debt	$ 3,411	$ 2,690
3.75% Floating rate due October 2018 ("Term Loan C Facility")	1,003	1,284
4.00% Floating rate due April 2020 ("Term Loan B Facility")	4,329	4,602
4.00% Floating rate due April 2020 ("Term Loan Euro Facility")	891	785
5.625% due October 2020 ("Senior First Lien Notes")	1,400	1,400
Unsecured Notes and Debentures		
2.30% due September 2015	—	700
3.10% due April 2016	400	400
5.65% due April 2018	500	500
5.875% due June 2019	600	600
4.625% due April 2021	400	400
7.10% due April 2028	300	300
6.50% due April 2038	388	388
5.40% due September 2040	265	265
Other	93	73
Total debt, principal amount	13,980	14,387
Unamortized discount, net of unamortized premium	(221)	(232)
Total debt, carrying value	$ 13,759	$ 14,155
Total short-term debt	$ 2,984	$ 2,921
Total long-term debt	$ 10,775	$ 11,234

To finance the acquisition of Dell by Denali Holding, the Company issued $13.9 billion in debt, which included borrowings under the Term Loan facilities and the ABL Credit Facility, proceeds from the sale of the Senior First Lien Notes and other notes, as well as borrowings under the structured financing debt programs. During the year ended January 29, 2016, the Company repaid $0.7 billion of maturing Unsecured Notes and Debentures as well as $0.4 billion, net, of Term Loan debt. In addition, during the year ended January 29, 2016, the Company issued $0.7 billion, net, in additional structured financing debt.

Term Loan Facilities—The $1.5 billion Term Loan C Facility was issued on October 29, 2013, and provides for equal quarterly principal amortizations in an annual amount equal to 10% of the original principal amount in the first year of the agreement and increasing annual percentage amounts in subsequent years with the payment of the outstanding balance due at maturity, in October 2018. The annual principal amortization percentage is

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currently 22.5%. The $4.7 billion Term Loan B Facility and the €0.7 billion Term Loan Euro Facility were issued on October 29, 2013, and provide for quarterly principal amortizations in an annual amount equal to 1% of the original principal amount and payment of the outstanding balances due at maturity in April 2020. Borrowings under the Term Loan facilities bear interest, payable quarterly, at a rate per annum equal to an applicable margin, plus, at the borrowers' option, either (a) a base rate or (b) a LIBOR rate for the applicable currency, in each case, subject to interest rate floors. Under the Term Loan facilities, if the Company has excess cash flows that are not reinvested in working capital, strategic investments, or finance activities on an annual basis and if the Company's secured leverage ratio falls within certain thresholds, a percentage of the excess cash flows is required to be applied to prepay secured debt. An excess cash flow payment of approximately $38 million was determined to be required for the year ended January 29, 2016, and this amount has been reclassified from long-term debt to short-term debt.

On June 10, 2015, the Company refinanced and amended the Term Loan facilities to reduce interest rate floors and margins and to modify certain covenant requirements. The refinancing increased the outstanding Term Loan Euro Facility from €0.6 billion to €0.8 billion, which was offset by a decrease in the Term Loan B Facility from $4.6 billion to $4.4 billion. The interest rate for both the Term Loan B Facility and Term Loan Euro Facility was reduced to 4%. The refinancing was evaluated in accordance with FASB Accounting Standards Codification 470-50, *Debt-Modifications and Extinguishments*. The refinancing was accounted for as a debt extinguishment with respect to lenders that exited the syndicate, and as a debt modification with respect to lenders remaining in the syndicate. The Company recognized a resulting $9 million loss on extinguishment of debt during the year ended January 29, 2016, which represented write-offs of debt issuance costs and original issuance discounts. The Company also recognized $3 million of repricing fees under the modification during the year ended January 29, 2016

Senior First Lien Notes—The Senior First Lien Notes were issued on October 7, 2013 in an aggregate principal amount of $1.5 billion and are payable in full at maturity, in October 2020. As of January 29, 2016, the outstanding balance of these notes was $1.4 billion. Interest on the Senior First Lien Notes is payable semiannually.

ABL Credit Facility—On October 29, 2013, the Company entered into a secured ABL Credit Facility to support its working capital needs. The maximum aggregate borrowings under this revolving credit facility are approximately $2.0 billion. Borrowings under the ABL Credit Facility are subject to a borrowing base, which consists of certain receivables and inventory. Available borrowings under the ABL Credit Facility are reduced by draws on the facility as well as letters of credit. As of January 29, 2016, there were no draws on the facility and, after taking into account outstanding letters of credit, available borrowings totaled $1.7 billion. Borrowings under the facility bear interest at a rate per annum equal to an applicable margin, plus, at the borrowers' option, either (a) a base rate, (b) a LIBOR rate or (c) certain other applicable rates. The applicable margin under the facility is determined based on excess liquidity as a percentage of the maximum borrowing amount under the facility. The ABL Credit Facility will expire in October 2018.

The borrowers under the Term Loan facilities and the ABL Credit Facility and the co-issuers of the Senior First Lien Notes are subsidiaries of Dell Inc. Dell Inc. and substantially all of its domestic subsidiaries guarantee the borrowings under the Term Loan facilities and the obligations under the Senior First Lien Notes. Dell Inc. and certain of its domestic subsidiaries guarantee the borrowings under the ABL Credit Facility. All borrowings and other obligations under the Term Loan facilities and the ABL Credit Facility generally are secured by first-priority or second-priority security interests in substantially all of the assets of Dell Inc., the borrowers under the facilities and the guarantors of the facilities, as well as by pledges of the equity interests of Dell Inc. and certain of its subsidiaries, and a portion of the equity interests of certain first-tier foreign subsidiaries of Dell Inc. All obligations under the Senior First Lien Notes are secured by a first-priority security interest in certain cash flow collateral and a second-priority security interest in other collateral securing the ABL Credit Facility.

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Structured Financing Debt—As of January 29, 2016 and January 30, 2015, the Company had $3.4 billion and $2.7 billion, respectively in outstanding structured financing debt, which was primarily related to the fixed-term lease and loan securitization programs and the revolving loan securitization programs. See Note 5 and Note 7 of the Notes to the Audited Consolidated Financial Statements for further discussion of the structured financing debt and the interest rate swap agreements that hedge a portion of that debt.

Unsecured Notes and Debentures—The Company's Unsecured Notes and Debentures were issued by the Predecessor entity prior to the acquisition of Dell by Denali Holding. Interest on these borrowings is payable semiannually.

The total carrying value and estimated fair value of the outstanding Senior First Lien Notes and Unsecured Notes and Debentures, including the current portion, were $4.1 billion and $4.2 billion, respectively, as of January 29, 2016 and $4.8 billion and $5.1 billion, respectively, as of January 30, 2015. The total carrying value and estimated fair value of the Term Loan facilities, including the current portion, were both $6.2 billion as of January 29, 2016 and were $6.6 billion and $6.7 billion, respectively, as of January 30, 2015. The fair value of the outstanding Senior First Lien Notes, the outstanding Unsecured Notes and Debentures, and the Term Loan facilities was determined based on observable market prices in a less active market and was categorized as Level 2 in the fair value hierarchy. The fair values of the other short-term debt and the structured financing debt approximate their carrying values due to their short-term maturities.

As of January 29, 2016, aggregate future maturities of the Company's debt were as follows:

	Maturities by Fiscal Year						
	2017	2018	2019	2020	2021	Thereafter	Total
	(in millions)						
Structured Financing Debt	$2,088	$ 887	$ 388	$ 43	$ 5	$ —	$ 3,411
Term Loan Facilities and Senior First Lien Notes	437	428	334	52	6,372	—	7,623
Unsecured Notes and Debentures	400	—	500	600	—	1,353	2,853
Other	59	8	—	—	—	26	93
Total maturities, principal amount	2,984	1,323	1,222	695	6,377	1,379	13,980
Associated carrying value adjustments	—	—	1	(2)	(43)	(177)	(221)
Total maturities, carrying value amount	$2,984	$1,323	$1,223	$693	$6,334	$ 1,202	$ 13,759

Covenants and Restricted Net Assets—The credit agreements for the Term Loan facilities and the ABL Credit Facility and the indenture governing the Senior First Lien Notes contain covenants restricting the ability of the Company and its restricted subsidiaries, subject to specified exceptions, to incur additional debt, create liens on certain assets to secure debt, pay dividends and make other restricted payments, make certain investments, sell or transfer certain assets, consolidate, merge, sell or otherwise dispose of all or substantially all of their assets, and enter into certain transactions with affiliates. As of August 1, 2015, the Company designated certain subsidiaries as unrestricted subsidiaries for all purposes of credit agreements and the indenture, the impact of which was not material to its financial position as of January 29, 2016 or results of operations for the six months ended January 29, 2016. The indentures governing the Unsecured Notes and Debentures contain covenants limiting the Company's ability to create certain liens, enter into sale-and-lease back transactions, and consolidate or merge with, or convey, transfer, or lease all or substantially all of its assets to, another person. The credit agreements and all such indentures contain customary events of default, including failure to make required

payments, failure to comply with covenants, and the occurrence of certain events of bankruptcy and insolvency. The ABL Credit Facility requires compliance with conditions that must be satisfied prior to any borrowing and maintenance of a minimum fixed charge coverage ratio. The Company was in compliance with all financial covenants as of January 29, 2016.

NOTE 7—DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

Derivative Instruments

As part of its risk management strategy, the Company uses derivative instruments, primarily forward contracts, purchased options, and interest rate swaps to hedge certain foreign currency and interest rate exposures. The Company's objective is to offset gains and losses resulting from these exposures with gains and losses on the derivative contracts used to hedge the exposures, thereby reducing volatility of earnings and protecting the fair values of assets and liabilities. For derivatives designated as cash flow hedges, the Company assesses hedge effectiveness both at the onset of the hedge and at regular intervals throughout the life of the derivative and recognizes any ineffective portion of the hedge in earnings as a component of interest and other, net. Hedge ineffectiveness recognized in earnings was not material during the fiscal years ended January 29, 2016 and January 30, 2015, the successor period ended January 31, 2014, and the predecessor period ended October 28, 2013.

Foreign Exchange Risk

The Company uses forward contracts and purchased options designated as cash flow hedges to protect against the foreign currency exchange rate risks inherent in its forecasted transactions denominated in currencies other than the U.S. dollar. The risk of loss associated with purchased options is limited to premium amounts paid for the option contracts. The risk of loss associated with forward contracts is equal to the exchange rate differential from the time the contract is entered into until the time it is settled. The majority of these contracts typically expire in twelve months or less.

During the fiscal year ended January 29, 2016, the Company did not discontinue any cash flow hedges related to foreign exchange contracts that had a material impact on the Company's results of operations due to the probability that the forecasted cash flows would not occur. However, as a result of the acquisition by Denali Holding, the cash flow hedges that were outstanding at the end of the predecessor period were de-designated as of October 29, 2013 due to the change in control of Dell resulting from the going-private transaction.

The Company uses forward contracts to hedge monetary assets and liabilities denominated in a foreign currency. These contracts generally expire in three months or less, are considered economic hedges, and are not designated for hedge accounting. The change in the fair value of these instruments represents a natural hedge as their gains and losses offset the changes in the underlying fair value of the monetary assets and liabilities due to movements in currency exchange rates.

In connection with the expanded offerings of Dell Financial Services in Europe, forward contracts are used to hedge financing receivables denominated in foreign currencies. The majority of these contracts expire within three years or less and are not designated for hedge accounting.

Interest Rate Risk

The Company uses interest rate swaps to hedge the variability in cash flows related to the interest rate payments on structured financing debt. The interest rate swaps economically convert the variable rate on the structured financing debt to a fixed interest rate to match the underlying fixed rate being received on fixed-term customer leases and loans. Most of the contracts expire within three years or less and are not designated for hedge accounting.

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Interest rate swaps are utilized to manage the interest rate risk, at a portfolio level, associated with Dell Financial Services operations in Europe. The interest rate swaps economically convert the fixed rate on financing receivables to a three-month Euribor floating rate basis in order to match the floating rate nature of the banks' funding pool. Most of the contracts expire within three years or less and are not designated for hedge accounting.

Notional Amounts of Outstanding Derivative Instruments

The notional amounts of the Company's outstanding derivative instruments were as follows as of the dates indicated:

	Successor	
	January 29, 2016	January 30, 2015
	(in millions)	
Foreign Exchange Contracts		
Designated as cash flow hedging instruments	$ 3,947	$ 4,759
Non-designated as hedging instruments	985	1,219
Total	$ 4,932	$ 5,978
Interest Rate Contracts		
Non-designated as hedging instruments	$ 1,017	$ 1,434
Total	$ 1,017	$ 1,434

Effect of Derivative Instruments on the Consolidated Statements of Financial Position and the Consolidated Statements of Income (Loss)

Derivatives in Cash Flow Hedging Relationships	Gain (Loss) Recognized in Accumulated OCI, Net of Tax, on Derivatives (Effective Portion)	Location of Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	Location of Gain (Loss) Recognized in Income on Derivative (Ineffective Portion)	Gain (Loss) Recognized in Income on Derivative (Ineffective Portion)
		(in millions)			
Successor					
For the fiscal year ended January 29, 2016					
		Total net revenue	$ 328		
Foreign exchange contracts	$ 152	Total cost of net revenue	40		
Interest rate contracts	—	Interest and other, net	—	Interest and other, net	$ (1)
Total	$ 152		$ 368		$ (1)
For the fiscal year ended January 30, 2015					
		Total net revenue	$ 163		
Foreign exchange contracts	$ 427	Total cost of net revenue	15		
Interest rate contracts	—	Interest and other, net	—	Interest and other, net	$ 1
Total	$ 427		$ 178		$ 1

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Fair Value of Derivative Instruments in the Consolidated Statements of Financial Position

The Company presents its foreign exchange derivative instruments on a net basis in the Consolidated Statements of Financial Position due to the right of offset by its counterparties under master netting arrangements. The fair value of those derivative instruments presented on a gross basis as of each date indicated below was as follows:

	Successor January 29, 2016				
	Other Current Assets	Other Non-Current Assets	Other Current Liabilities	Other Non-Current Liabilities	Total Fair Value
	(in millions)				
Derivatives Designated as Hedging Instruments					
Foreign exchange contracts in an asset position	$ 100	$ —	$ —	$ —	$ 100
Foreign exchange contracts in a liability position	(11)	—	—	—	(11)
Net asset (liability)	89	—	—	—	89
Derivatives not Designated as Hedging Instruments					
Foreign exchange contracts in an asset position	301	1	—	—	302
Foreign exchange contracts in a liability position	(198)	—	(5)	(3)	(206)
Interest rate contracts in an asset position	—	2	—	—	2
Interest rate contracts in a liability position	—	—	—	(4)	(4)
Net asset (liability)	103	3	(5)	(7)	94
Total derivatives at fair value	$ 192	$ 3	$ (5)	$ (7)	$ 183

	Successor January 30, 2015				
	Other Current Assets	Other Non-Current Assets	Other Current Liabilities	Other Non-Current Liabilities	Total Fair Value
	(in millions)				
Derivatives Designated as Hedging Instruments					
Foreign exchange contracts in an asset position	$ 254	$ —	$ 33	$ —	$ 287
Foreign exchange contracts in a liability position	(8)	—	(2)	—	(10)
Net asset (liability)	246	—	31	—	277
Derivatives not Designated as Hedging Instruments					
Foreign exchange contracts in an asset position	556	—	36	—	592
Foreign exchange contracts in a liability position	(365)	—	(120)	—	(485)
Interest rate contracts in a liability position	—	—	—	(3)	(3)
Net asset (liability)	191	—	(84)	(3)	104
Total derivatives at fair value	$ 437	$ —	$ (53)	$ (3)	$ 381

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The following table presents the gross amounts of the Company's derivative instruments, amounts offset due to master netting agreements with the Company's various counterparties, and the net amounts recognized in the Consolidated Statements of Financial Position.

	Successor					
	January 29, 2016					
	Gross Amounts of Recognized Assets/ (Liabilities)	Gross Amounts Offset in the Statement of Financial Position	Net Amounts of Assets/ (Liabilities) Presented in the Statement of Financial Position	Gross Amounts not Offset in the Statement of Financial Position		Net Amount
				Financial Instruments	Cash Collateral Received or Pledged	
	(in millions)					
Derivative Instruments						
Financial assets	$ 404	$ (209)	$ 195	$ —	$ —	$ 195
Financial liabilities	(221)	209	(12)	—	—	(12)
Total Derivative Instruments	$ 183	$ —	$ 183	$ —	$ —	$ 183

	Successor					
	January 30, 2015					
	Gross Amounts of Recognized Assets/ (Liabilities)	Gross Amounts Offset in the Statement of Financial Position	Net Amounts of Assets/ (Liabilities) Presented in the Statement of Financial Position	Gross Amounts not Offset in the Statement of Financial Position		Net Amount
				Financial Instruments	Cash Collateral Received or Pledged	
	(in millions)					
Derivative Instruments						
Financial assets	$ 879	$ (442)	$ 437	$ —	$ —	$ 437
Financial liabilities	(498)	442	(56)	—	—	(56)
Total Derivative Instruments	$ 381	$ —	$ 381	$ —	$ —	$ 381

NOTE 8—GOODWILL AND INTANGIBLE ASSETS

In connection with the acquisition of Dell by Denali Holding on October 29, 2013, all of the Company's tangible and intangible assets and liabilities were accounted for and recognized at fair value on the transaction date. The excess of the purchase price over the fair value of the assets acquired and liabilities assumed was accounted for and recognized as goodwill. Accordingly, on the date of the going-private transaction, there was no excess fair value for any of the Company's goodwill reporting units.

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Goodwill

The following table presents goodwill allocated to Denali's business segments as of January 29, 2016 and January 30, 2015, and changes in the carrying amount of goodwill for the respective periods:

	Client Solutions	Enterprise Solutions Group	Dell Software Group	Dell Services	Total
			(in millions)		
Successor					
Balance at January 31, 2014	$ 4,433	$ 3,911	$ 1,362	$ 310	$10,016
Goodwill recognized during the period (a)	—	—	49	—	49
Adjustments (b)	(5)	(4)	(1)	(2)	(12)
Balance at January 30, 2015	$ 4,428	$ 3,907	$ 1,410	$ 308	$10,053
Balance at January 30, 2015	$ 4,428	$ 3,907	$ 1,410	$ 308	$10,053
Goodwill recognized during the period	—	—	—	—	—
Adjustments	—	—	(4)	—	(4)
Balance at January 29, 2016	$ 4,428	$ 3,907	$ 1,406	$ 308	$10,049

(a) Amount represents goodwill acquired in connection with the acquisition of StatSoft, Inc. The purchase price for this acquisition was $73 million.
(b) During Fiscal 2015, the Company recorded $12 million in net adjustments to goodwill primarily related to purchase accounting for the going-private transaction described above. These adjustments included a reduction of a liability balance as well as a change in tax assumption related to purchase accounting.

Goodwill and indefinite-lived intangible assets are tested for impairment annually during the third fiscal quarter and whenever events or circumstances may indicate that an impairment has occurred. Based on the results of the annual impairment test, which was a qualitative and quantitative test, no impairment of goodwill or indefinite-lived intangible assets existed for any reporting unit as of October 30, 2015. As a result of this analysis, it was determined that the excess of fair value over carrying amount was greater than 15% for all of the Company's goodwill reporting units, with the exception of Dell Software Group, which had an excess of fair value over carrying amount of 14%. Management will continue to monitor the Dell Software Group goodwill reporting unit and consider potential impacts to the impairment assessment. No triggering events transpired subsequent to the annual impairment test that would indicate a potential impairment of goodwill as of January 29, 2016. Further, the Company did not have any accumulated goodwill impairment charges as of January 29, 2016.

Management exercised significant judgment related to the above assessment, including the identification of goodwill reporting units, assignment of assets and liabilities to goodwill reporting units, assignment of goodwill to reporting units, and determination of the fair value of each goodwill reporting unit. The fair value of each goodwill reporting unit is generally estimated using a discounted cash flow methodology. This analysis requires significant judgments, including estimation of future cash flows, which is dependent on internal forecasts, the estimation of the long-term growth rate of the Company's business, and the determination of the Company's weighted average cost of capital. Changes in these estimates and assumptions could materially affect the fair value of the goodwill reporting unit, potentially resulting in a non-cash impairment charge.

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Intangible Assets

Denali's intangible assets as of January 29, 2016 and January 30, 2015, were as follows:

	Successor			Successor		
	January 29, 2016			January 30, 2015		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
	(in millions)					
Customer relationships	$10,764	$ (3,889)	$6,875	$10,766	$ (2,236)	$ 8,530
Technology	2,115	(1,062)	1,053	2,120	(579)	1,541
Trade names	334	(119)	215	334	(66)	268
Finite-lived intangible assets	13,213	(5,070)	8,143	13,220	(2,881)	10,339
Indefinite-lived intangible assets	1,435	—	1,435	1,435	—	1,435
Total intangible assets	$14,648	$ (5,070)	$9,578	$14,655	$ (2,881)	$11,774

Amortization expense related to finite-lived intangible assets was approximately $2.2 billion and $2.3 billion during the fiscal years ended January 29, 2016 and January 30, 2015, respectively, $584 million during the successor period ended January 31, 2014, and $594 million during the predecessor period ended October 28, 2013. There were no material impairment charges related to intangible assets during the fiscal years ended January 29, 2016 and January 30, 2015, the successor period ended January 31, 2014, or the predecessor period ended October 28, 2013.

Estimated future annual pre-tax amortization expense of finite-lived intangible assets as of January 29, 2016 over the next five fiscal years and thereafter is as follows:

Fiscal Years	(in millions)
2017	$ 2,160
2018	1,923
2019	1,842
2020	971
2021	690
Thereafter	557
Total	$ 8,143

NOTE 9—WARRANTY AND DEFERRED EXTENDED WARRANTY REVENUE

The Company records a liability for its standard limited warranties at the time of sale for the estimated costs that may be incurred. The liability for standard warranties is included in accrued and other current liabilities and other non-current liabilities in the Consolidated Statements of Financial Position.

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Changes in the Company's liabilities for standard limited warranties are presented in the following table for the periods indicated.

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions)			
Warranty liability:				
Warranty liability at beginning of period	$ 679	$ 774	$ —	$ 762
Fair value realized through purchase accounting	—	—	822	—
Costs accrued for new warranty contracts and changes in estimates for pre-existing warranties (a) (b)	754	860	225	775
Service obligations honored	(859)	(955)	(273)	(771)
Warranty liability at end of period	$ 574	$ 679	$ 774	$ 766
Current portion	$ 381	$ 453	$ 496	$ 486
Non-current portion	193	226	278	280
Warranty liability at end of period	$ 574	$ 679	$ 774	$ 766

(a) Changes in cost estimates related to pre-existing warranties are aggregated with accruals for new standard warranty contracts. The Company's warranty liability process does not differentiate between estimates made for pre-existing warranties and new warranty obligations.
(b) Includes the impact of foreign currency exchange rate fluctuations.

Revenue from the sale of extended warranties is recognized over the term of the contract or when the service is completed, and the costs associated with these contracts are recognized as incurred. Deferred extended warranty revenue is included in deferred revenue in the Consolidated Statements of Financial Position.

Changes in the Company's liabilities for deferred revenue related to extended warranties are presented in the following table for the periods indicated.

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions)			
Deferred extended warranty revenue:				
Deferred extended warranty revenue at beginning of period	$ 6,573	$ 5,686	$ —	$ 7,048
Fair value recognized through purchase accounting	—	—	5,466	—
Revenue deferred for new extended warranties (a)	4,252	4,370	983	2,955
Service revenue recognized	(3,596)	(3,483)	(763)	(3,034)
Deferred extended warranty revenue at end of period	$ 7,229	$ 6,573	$ 5,686	$ 6,969
Current portion	$ 3,250	$ 2,958	$ 2,742	$ 3,334
Non-current portion	3,979	3,615	2,944	3,635
Deferred extended warranty revenue at end of period	$ 7,229	$ 6,573	$ 5,686	$ 6,969

(a) Includes the impact of foreign currency exchange rate fluctuations.

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NOTE 10—SEVERANCE

In connection with the transformation of the Company's business model, the Company incurs costs related to employee severance. The Company records a liability for these costs when it is probable that employees will be entitled to termination benefits and the amounts can be reasonably estimated. The liability related to these actions is included in accrued and other current liabilities in the Consolidated Statements of Financial Position. The liability related to these actions was $40 million and $110 million for fiscal years ended January 29, 2016 and January 30, 2015, respectively.

The following table sets forth the activity related to the Company's severance liability for the respective periods:

	Severance Costs
	(in millions)
Predecessor	
Balance at February 1, 2013	$ 53
Severance charges to provision	237
Cash paid and other	(125)
Balance at October 28, 2013	165
Successor	
Balance at October 29, 2013	—
Fair value recognized through purchase accounting	165
Severance charges to provision	399
Cash paid and other	(66)
Balance at January 31, 2014	498
Severance charges to provision	77
Cash paid and other	(465)
Balance at January 30, 2015	110
Severance charges to provision	52
Cash paid and other	(122)
Balance at January 29, 2016	$ 40

Severance costs are included in cost of net revenue, selling, general, and administrative expenses, and research, development, and engineering expense in the Consolidated Statement of Income as follows:

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2014
	(in millions)			
Severance:				
Cost of net revenue	$ 15	$ 36	$ 68	$ 33
Selling, general, and administrative	18	36	293	192
Research, development, and engineering	19	5	38	12
Total	$ 52	$ 77	$ 399	$ 237

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NOTE 11—COMMITMENTS AND CONTINGENCIES

Lease Commitments—The Company leases property and equipment, manufacturing facilities, and office space under non-cancelable leases. Certain of these leases obligate the Company to pay taxes, maintenance, and repair costs. At January 29, 2016, future minimum lease payments under these non-cancelable leases were as follows: $126 million in Fiscal 2017; $99 million in Fiscal 2018; $78 million in Fiscal 2019; $57 million in Fiscal 2020; $44 million in Fiscal 2021; and $32 million thereafter.

Rent expense under all leases totaled $132 million, $159 million, and $40 million during the fiscal years ended January 29, 2016 and January 30, 2015 and the successor period ended January 31, 2014, respectively. During the predecessor period ended October 28, 2013, rent expense under all leases totaled $128 million.

Purchase Obligations—The Company has contractual obligations to purchase goods or services, which specify significant terms, including fixed or minimum quantities to be purchased; fixed, minimum, or variable price provisions; and the approximate timing of the transaction. As of January 29, 2016, the Company had $2.3 billion, $89 million, and $53 million in purchase obligations for Fiscal 2017, Fiscal 2018, and Fiscal 2019 and thereafter, respectively.

Legal Matters—The Company is involved in various claims, suits, assessments, investigations, and legal proceedings that arise from time to time in the ordinary course of its business, including those identified below, consisting of matters involving consumer, antitrust, tax, intellectual property, and other issues on a global basis. The Company accrues a liability when it believes that it is both probable that a liability has been incurred and that it can reasonably estimate the amount of the loss. The Company reviews these accruals at least quarterly and adjusts them to reflect ongoing negotiations, settlements, rulings, advice of legal counsel, and other relevant information. To the extent new information is obtained and the Company's views on the probable outcomes of claims, suits, assessments, investigations, or legal proceedings change, changes in the Company's accrued liabilities would be recorded in the period in which such determination is made. For some matters, the amount of liability is not probable or the amount cannot be reasonably estimated and therefore accruals have not been made. The following is a discussion of the Company's significant legal matters and other proceedings:

EMC Merger Litigation—The Company, Dell, and Universal Acquisition Co. ("Universal") have been named as defendants in fifteen putative class-action lawsuits brought by purported EMC shareholders and VMware stockholders challenging the proposed merger between the Company, Dell, and Universal on the one hand, and EMC on the other. Those suits are captioned as follows: (1) IBEW Local No. 129 Benefit Fund v. Tucci, Civ. No. 1584-3130-BLS1 (Mass. Super. Ct., Suffolk Cnty. filed Oct. 15, 2015); (2) Barrett v. Tucci, Civ. No. 15-6023-A (Mass. Super. Ct, Middlesex Cnty. filed Oct. 16, 2015); (3) Graulich v. Tucci, Civ. No. 1584-3169-BLS1 (Mass. Super. Ct, Suffolk Cnty. filed Oct. 19, 2015; (4) Vassallo v. EMC Corp., Civ. No. 1584-3173-BLS1 (Mass. Super. Ct, Suffolk Cnty. filed Oct. 19, 2015); (5) City of Miami Police Relief & Pension Fund v. Tucci, Civ. No. 1584-3174-BLS1 (Mass. Super. Ct. Suffolk Cnty. filed Oct. 19, 2015); (6) Lasker v. EMC Corp., Civ. No. 1584-3214-BLS1 (Mass. Super. Ct. Suffolk Cnty. filed Oct. 23, 2015); (7) Walsh v. EMC Corp., Civ. No. 15-13654 (D. Mass. filed Oct. 27, 2015); (8) Local Union No. 373 U.A. Pension Plan v. EMC Corp., Civ. No. 1584-3253-BLS1 (Mass. Super. Ct. Suffolk Cnty. filed Oct. 28, 2015); (9) City of Lakeland Emps.' Pension & Ret. Fund v. Tucci, Civ. No. 1584-3269-BLS1 (Mass. Super. Ct. Suffolk Cnty. filed Oct. 28, 2015); (10) Ma v. Tucci, Civ. No. 1584-3281-BLS1 (Mass. Super. Ct. Suffolk Cnty. filed Oct. 29, 2015); (11) Stull v. EMC Corp., Civ. No. 15-13692 (D. Mass. filed Oct. 30, 2015); (12) Jacobs v. EMC Corp., Civ. No. 15-6318-H (Mass. Super. Ct. Middlesex Cnty. filed Nov. 12, 2015); (13) Ford v. VMware, Inc., C.A. No. 11714-VCL (Del. Ch. filed Oct. 17, 2015); (14) Pancake v. EMC Corp., Civ. No. 16-10040 (D. Mass. filed Jan. 11, 2016); and (15) Booth Family Trust v. EMC Corp. Civ. No. 16-10114 (D. Mass. filed Jan. 26, 2016).

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The fifteen lawsuits seek, among other things, injunctive relief enjoining the EMC merger, rescission of the EMC merger if consummated, an award of fees and costs, or an award of damages.

The complaints in the IBEW, Barrett, Graulich, Vassallo, City of Miami, Lasker, Local Union No. 373, City of Lakeland, and Ma actions generally allege that the EMC directors breached their fiduciary duties to EMC shareholders in connection with the EMC merger by, among other things, failing to maximize shareholder value and agreeing to provisions in the EMC merger agreement that discourage competing bids. The complaints generally further allege that there were various conflicts of interest in the proposed transaction. The IBEW, Graulich, City of Miami, and Ma plaintiffs brought suit against the Company, Dell, and Universal for injunctive relief. The Barrett, Vassallo, Lasker, Lakeland, and Local Union No. 373 plaintiffs brought suit against the Company, Dell, and Universal as alleged aiders and abettors. After consolidating the nine complaints, by decision dated December 7, 2015, the Suffolk County, Massachusetts Superior Court, Business Litigation Session, dismissed all nine complaints for failure to make a demand on the EMC board of directors. On January 21, 2016, the plaintiffs in the consolidated actions appealed. That appeal is pending.

The complaints in the Walsh, Stull, Pancake, and Booth actions allege that the EMC directors breached their fiduciary duties to EMC shareholders in connection with the EMC merger by, among other things, failing to maximize shareholder value and agreeing to provisions in the EMC merger agreement that discourage competing bids. The complaints generally further allege that there were various conflicts of interest in the proposed transaction and that the preliminary SEC Form S-4 filed by the Company on December 14, 2015 in connection with the transaction contained material misstatements and omissions, in violation of Section 14(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and SEC Rule 14a-9 promulgated thereunder (“Rule 14a-9”). Under the amended complaints, the plaintiffs in the Walsh, Stull, and Pancake actions have brought suit against the Company, Dell, and Universal under Section 20(a) of the Exchange Act as alleged controlling persons of EMC. The plaintiffs in the Booth action have brought suit against the Company, Dell, and Universal under Section 14(a) of the Exchange Act and Rule 14a-9.

The amended complaints in the Jacobs and Ford actions allege that EMC, as the majority stockholder of VMware, and the individual defendants, who are directors of EMC, VMware, or both, breached their fiduciary duties to minority stockholders of VMware in connection with the proposed EMC merger by allegedly entering into or approving a merger that favors the interests of EMC and Dell at the expense of the minority stockholders. Under the amended complaint, the plaintiffs in the Jacobs action have brought suit against the Company, Dell, and Universal as alleged aiders and abettors. No oral argument date has been set for the motions to dismiss/motions to stay the Jacobs action. Under the amended complaint, the plaintiffs in the Ford action have brought suit against the Company and individual defendants for alleged breach of fiduciary duties to VMware and its stockholders, or, alternatively, against the Company, Dell, and Universal for aiding and abetting the alleged breach of fiduciary duties by EMC and VMware’s directors. On November 17, 2015, the plaintiffs in the Ford action moved for a preliminary injunction and for expedited discovery. Certain defendants filed motions to dismiss the amended complaint in the Ford action on February 26, 2016 and February 29, 2016. On March 7, 2016, the defendants moved to stay or dismiss the Jacobs action in favor of the Ford action. *Unaudited update*—On April 19, 2016, EMC, the Company, Dell, Universal and certain of the individual defendants filed briefs in support of the previously filed motions to dismiss.

No trial dates have been set in any of these actions. The outcome of these lawsuits is uncertain, and additional lawsuits may be brought or additional claims advanced concerning the EMC merger. An adverse judgment for monetary damages could have an adverse effect on the Company’s operations. A preliminary injunction could delay or jeopardize the completion of the EMC merger, and an adverse judgment granting permanent injunctive relief could indefinitely enjoin the completion of the EMC merger.

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Appraisal Proceedings—Holders of shares of Dell common stock who did not vote on September 12, 2013 in favor of the proposal to adopt the amended going-private transaction agreement and who properly demanded appraisal of their shares and who otherwise comply with the requirements of Section 262 of the Delaware General Corporate Law ("DGCL") are entitled to seek appraisal for, and obtain payment in cash for the judicially determined "fair value" (as defined pursuant to Section 262 of the DGCL) of, their shares in lieu of receiving the going-private transaction consideration. This appraised value could be more than, the same as, or less than the $13.75 per share going-private transaction consideration. Dell has recorded a liability of $13.75 for each share with respect to which appraisal has been demanded and as to which the demand has not been withdrawn, together with interest at the statutory rate discussed below. As of January 29, 2016, this liability was approximately $593 million, including $72 million in accrued interest.

Between October 29, 2013 and February 25, 2014, former Dell stockholders filed petitions in thirteen separate matters commencing appraisal proceedings in the Delaware Court of Chancery in which they seek a determination of the fair value of a total of approximately 38 million shares of Dell common stock plus interest, costs, and attorneys' fees. These matters have been consolidated as In Re Appraisal of Dell (C.A. No. 9322-VCL). The trial took place the week of October 5, 2015. The parties expect a ruling sometime in 2016.

The appraisal proceedings are being conducted in accordance with the rules of the Delaware Court of Chancery. In these proceedings, the Court of Chancery will determine the fair value of the shares as to which appraisal has been properly demanded, exclusive of any element of value arising from the accomplishment or expectation of the going-private transaction. Unless the Court of Chancery in its discretion determines otherwise for good cause shown, interest on such fair value from the effective time of the going-private transaction through the date of payment of the judgment will be compounded quarterly and will accrue at a per annum rate of 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time. Any payment in respect of the shares subject to appraisal rights will be required to be paid in cash.

The outcome of the appraisal proceedings is uncertain. A judgment determining fair value in excess of the recorded liability of $13.75 per share noted above for any shares properly subject to appraisal could have a material adverse effect on the Company's results of operations and liquidity. In this regard, petitioners are seeking $28.61 per share, plus interest. Dell, by contrast, believes that the fair value of Dell on the day the going-private transaction was completed was $12.68. The number of shares subject to appraisal demands, including shares held by those parties who have sought appraisal but not filed petitions, originally was 38,766,982. By orders dated June 27 and September 10, 2014, and May 13, May 14, July 13 and July 28, 2015, the Court of Chancery dismissed claims of holders of approximately 2,530,322 shares for failure to comply with the statutory requirements for seeking appraisal. On July 30, 2015, Dell moved for summary judgment seeking to dismiss claims of holders of an additional 30,730,930 shares (as well as a number of shares previously disqualified on other grounds) because those shares were voted in favor of the going-private transaction, and thus failed to comply with the statutory requirements for seeking appraisal. *Unaudited update*—On May 11, 2016, the Court of Chancery granted Dell's motion and dismissed the appraisal claims of the holders of the 30,730,930 shares, determining that they were entitled to the merger consideration without interest. The Court of Chancery ruled on May 31, 2016 that the fair value of Dell Inc. shares as of October 29, 2013, the date the going-private transaction became effective, was $17.62 per share. This ruling would entitle the holders of the remaining 5,505,730 shares to $17.62 per share plus interest at a statutory rate, compounded quarterly. The Court of Chancery's decisions are subject to review on appeal. An unfavorable ruling on appeal could have a material adverse effect on the Company's results of operations and liquidity. In consideration of the May 11, 2016 and May 31, 2016 rulings, the Company believes it was adequately reserved for the appraisal proceedings as of January 29, 2016.

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Securities Litigation—On May 22, 2014, a securities class action seeking compensatory damages was filed in the United States District Court for the Southern District of New York, captioned the City of Pontiac Employee Retirement System vs. Dell Inc. et. al. (Case No. 1:14-cv-03644). The action names as defendants Dell Inc. and certain current and former executive officers, and alleges that Dell made false and misleading statements about Dell's business operations and products between February 22, 2012 and May 22, 2012, which resulted in artificially inflated stock prices. The case was transferred to the Western District of Texas, where the defendants filed a motion to dismiss. The motion is fully briefed and a ruling is expected in 2016. The defendants believe the claims asserted are without merit and the risk of material loss is remote.

Copyright Levies—The Company's obligation to collect and remit copyright levies in certain European Union ("EU") countries may be affected by the resolution of legal proceedings pending in Germany against various companies, including Dell's German subsidiary, and elsewhere in the EU against other companies in Dell's industry. The plaintiffs in those proceedings, some of which are described below, generally seek to impose or modify the levies with respect to sales of such equipment as multifunction devices, phones, personal computers, and printers, alleging that such products enable the copying of copyrighted materials. Some of the proceedings also challenge whether the levy schemes in those countries comply with EU law. Certain EU member countries that do not yet impose levies on digital devices are expected to implement legislation to enable them to extend existing levy schemes, while some other EU member countries are expected to limit the scope of levy schemes and their applicability in the digital hardware environment. Dell, other companies, and various industry associations have opposed the extension of levies to the digital environment and have advocated alternative models of compensation to rights holders. The Company continues to collect levies in certain EU countries where it has determined that based on local laws it is probable that it has a payment obligation. The amount of levies is generally based on the number of products sold and the per-product amounts of the levies, which vary. The Company accrues a liability when it believes that it is both probable that a loss has been incurred and when it can reasonably estimate the amount of the loss.

On December 29, 2005, Zentralstelle Für private Überspielungrechte ("ZPÜ"), a joint association of various German collecting societies, instituted arbitration proceedings against Dell's German subsidiary before the Board of Arbitration at the German Patent and Trademark Office in Munich, and subsequently filed a lawsuit in the German Regional Court in Munich on February 21, 2008, seeking levies to be paid on each personal computer sold by Dell in Germany through the end of calendar year 2007. On December 23, 2009, ZPÜ and the German industry association, BCH, reached a settlement regarding audio-video copyright levy litigation (with levies ranging from €3.15 to €13.65 per unit). Dell joined this settlement on February 23, 2010, and has paid the amounts due under the settlement. On March 25, 2014, ZPÜ and Dell reached a settlement for levies to be paid on each personal computer sold for the period of January 2, 2011 through December 31, 2016. The amount of the settlement is not material to the Company. The amount of any levies payable after calendar year 2016, as well as the Company's ability to recover such amounts through increased prices, remains uncertain.

German courts are also considering a lawsuit originally filed in July 2004 by VG Wort, a German collecting society representing certain copyright holders, against Hewlett-Packard Company in the Stuttgart Civil Court seeking levies on printers, and a lawsuit originally filed in September 2003 by the same plaintiff against Fujitsu Siemens Computer GmbH in Munich Civil Court in Munich, Germany seeking levies on personal computers. In each case, the civil and appellate courts held that the subject classes of equipment were subject to levies. In July 2011, the German Federal Supreme Court, to which the lower court holdings have been appealed, referred each case to the Court of Justice of the European Union, submitting a number of legal questions on the interpretation of the European Copyright Directive which the German Federal Supreme Court deems necessary for its decision. In August 2014, the German Supreme Court delivered an

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opinion ruling that printers and personal computers are subject to levies, and referred the case back to the Court of Appeals. *Unaudited update*—Dell joined the industry settlement in the Fujitsu Siemens case, and Dell believes it has no remaining material obligations in either case.

Proceedings seeking to impose or modify copyright levies for sales of digital devices also have been instituted in courts in other EU member states. Even in countries where Dell is not a party to such proceedings, decisions in those cases could impact Dell's business and the amount of copyright levies Dell may be required to collect.

The ultimate resolution of these proceedings and the associated financial impact to the Company, if any, including the number of units potentially affected, the amount of levies imposed, and the ability of the Company to recover such amounts, remain uncertain at this time. Should the courts determine there is liability for previous units shipped beyond the amount of levies the Company has collected or accrued, the Company would be liable for such incremental amounts. Recovery of any such amounts from others by the Company would be possible only on future collections related to future shipments.

Other Litigation—The various legal proceedings in which Dell is involved include commercial litigation and a variety of patent suits. In some of these cases, Dell is the sole defendant. More often, particularly in the patent suits, Dell is one of a number of defendants in the electronics and technology industries. Dell is actively defending a number of patent infringement suits, and several pending claims are in various stages of evaluation. While the number of patent cases has grown over time, Dell does not currently anticipate that any of these matters will have a material adverse effect on its business, financial condition, results of operations, or cash flows.

As of January 29, 2016, the Company does not believe there is a reasonable possibility that a material loss exceeding the amounts already accrued for these or other proceedings or matters has been incurred. However, since the ultimate resolution of any such proceedings and matters is inherently unpredictable, the Company's business, financial condition, results of operations, or cash flows could be materially affected in any particular period by unfavorable outcomes in one or more of these proceedings or matters. Whether the outcome of any claim, suit, assessment, investigation, or legal proceeding, individually or collectively, could have a material adverse effect on the Company's business, financial condition, results of operations, or cash flows will depend on a number of variables, including the nature, timing, and amount of any associated expenses, amounts paid in settlement, damages, or other remedies or consequences.

Indemnifications—In the ordinary course of business, the Company enters into contractual arrangements under which it may agree to indemnify the third party to such arrangements from any losses incurred relating to the services it performs on behalf of the Company or for losses arising from certain events as defined in the particular contract, such as litigation or claims relating to past performance. Such indemnification obligations may not be subject to maximum loss clauses. Historically, payments related to these indemnifications have not been material to the Company.

Certain Concentrations—The Company maintains cash and cash equivalents, derivatives, and certain other financial instruments with various financial institutions that potentially subject it to concentration of credit risk. As part of its risk management processes, the Company performs periodic evaluations of the relative credit standing of these financial institutions. The Company has not sustained material credit losses from instruments held at these financial institutions. Further, the Company does not anticipate nonperformance by any of the counterparties.

The Company markets and sells its products and services to large corporate clients, governments, and health care and education accounts, as well as to small and medium-sized businesses and individuals. No single

customer accounted for more than 10% of the Company's consolidated net revenue during the fiscal years ended January 29, 2016 or January 30, 2015, the successor period ended January 31, 2014, or the predecessor period ended October 28, 2013.

The Company utilizes a limited number of contract manufacturers who assemble its products. The Company may purchase components from suppliers and sell those components to the contract manufacturers, thereby creating receivable balances from the contract manufacturers. The agreements with the majority of the contract manufacturers allow the Company to offset its payables against these receivables, thus mitigating the credit risk wholly or in part. Receivables from four contract manufacturers represented the majority of the gross non-trade receivables of $2.6 billion and $2.8 billion as of January 29, 2016 and January 30, 2015, respectively, of which $2.3 billion and $2.1 billion as of January 29, 2016 and January 30, 2015, respectively, have been offset against the corresponding payables. The portion of receivables not offset against payables is included in other current assets in the Consolidated Statement of Financial Position. The Company does not reflect the sale of the components in revenue and does not recognize any profit on the component sales until the related products are sold.

NOTE 12—INCOME AND OTHER TAXES

The provision (benefit) for income taxes consisted of the following for the respective periods:

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions)			
Current:				
Federal	$ (126)	$ 118	$ 73	$ 420
State/local	3	4	35	36
Foreign	257	218	46	196
Current	134	340	154	652
Deferred:				
Federal	(149)	(405)	(428)	(339)
State/local	(18)	(29)	(75)	(15)
Foreign	(38)	(31)	(41)	115
Deferred	(205)	(465)	(544)	(239)
Provision (benefit) for income taxes	$ (71)	$ (125)	$ (390)	$ 413

Income before provision for income taxes consisted of the following for the respective periods:

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions)			
Domestic	$ (3,581)	$ (3,316)	$ (1,680)	$ (448)
Foreign	2,406	1,970	(322)	768
Income (loss) before income taxes	$ (1,175)	$ (1,346)	$ (2,002)	$ 320

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The components of the Company's net deferred tax assets (liabilities) were as follows as of January 29, 2016 and January 30, 2015:

	Successor	
	January 29, 2016	January 30, 2015
	(in millions)	
Deferred tax assets:		
Deferred revenue and warranty provisions	$ 865	$ 1,018
Provisions for product returns and doubtful accounts	130	142
Credit carryforwards	176	86
Loss carryforwards	744	334
Operating and compensation related accruals	283	321
Other	149	166
Deferred tax assets	2,347	2,067
Valuation allowance	(816)	(432)
Deferred tax assets, net of valuation allowance	1,531	1,635
Deferred tax liabilities:		
Leasing and financing	(125)	(140)
Property and equipment	(180)	(254)
Acquired intangibles	(1,720)	(2,014)
Other	(231)	(138)
Deferred tax liabilities	(2,256)	(2,546)
Net deferred tax assets (liabilities)	$ (725)	$ (911)

The tables below summarize the net operating losses, tax credit carryforwards, and other deferred tax assets with related valuation allowances recognized as of January 29, 2016 and January 30, 2015.

	Successor			
	January 29, 2016			
	(in millions)			
	Deferred Tax Assets	Valuation Allowance	Net Deferred Tax Assets	First Year Expiring
Credit carryforwards	$ 176	$ (59)	$ 117	Fiscal 2017
Loss carryforwards	744	(614)	130	Fiscal 2017
Other deferred tax assets	1,427	(143)	1,284	NA
Total	$ 2,347	$ (816)	$ 1,531	

	Successor			
	January 30, 2015			
	(in millions)			
	Deferred Tax Assets	Valuation Allowance	Net Deferred Tax Assets	First Year Expiring
Credit carryforwards	$ 86	$ (38)	$ 48	Fiscal 2016
Loss carryforwards	334	(177)	157	Fiscal 2016
Other deferred tax assets	1,647	(217)	1,430	NA
Total	$ 2,067	$ (432)	$ 1,635	

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The Company had deferred tax assets related to federal, state, and foreign net operating loss carryforwards of $97 million, $49 million, and $598 million, respectively, as of January 29, 2016, and $100 million, $41 million, and $193 million, respectively, as of January 30, 2015. The increase in foreign net operating loss carryforwards is due to a foreign exchange loss for tax purposes only, recorded for the year ended January 29, 2016 in a jurisdiction subject to a full valuation allowance, and as a result it is not reflected in the U.S. GAAP rate reconciliation below. The Company's credit carryforwards as of January 29, 2016 and January 30, 2015, relate primarily to U.S. tax credits. The valuation allowances for other deferred tax assets as of January 29, 2016 and January 30, 2015, are primarily related to foreign jurisdictions. The Company has determined that it will be able to realize the remainder of its deferred tax assets.

Deferred taxes have not been recorded on the excess book basis in the shares of certain foreign subsidiaries because these basis differences are not expected to reverse in the foreseeable future and are expected to be permanent in duration. The basis differences in the amount of approximately $22.5 billion as of January 29, 2016 arose primarily from undistributed book earnings, which the Company intends to reinvest indefinitely. The basis differences could be reversed through a sale of the subsidiaries or the receipt of dividends from the subsidiaries, as well as various other events. Net of available foreign tax credits, residual income tax of approximately $6.9 billion would be due upon reversal of this excess book basis as of January 29, 2016.

A portion of the Company's operations is subject to a reduced tax rate or is free of tax under various tax holidays. For the successor periods ended January 29, 2016, January 30, 2015, and January 31, 2014, the income tax benefits attributable to the tax status of these subsidiaries were estimated to be approximately $205 million ($0.51 per share), $218 million ($0.54 per share), and $65 million ($0.16 per share), respectively. For the predecessor period ended October 28, 2013, these benefits were estimated to be approximately $87 million ($0.05 per share). A significant portion of these income tax benefits is related to a tax holiday that will expire on January 31, 2017. The Company is currently seeking new terms for the affected subsidiary and it is uncertain whether any terms will be agreed upon. The Company's other tax holidays will expire in whole or in part during Fiscal 2019 through Fiscal 2023. Many of these tax holidays and reduced tax rates may be extended when certain conditions are met or may be terminated early if certain conditions are not met.

A reconciliation of the Company's income tax provision to the statutory U.S. federal tax rate is as follows:

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
U.S. federal statutory rate	35.0%	35.0%	35.0%	35.0%
State income taxes, net of federal tax benefit	1.9	2.4	2.1	6.6
Tax impact of foreign operations	(37.1)	(25.3)	(15.8)	4.1
Change in valuation allowance impacting tax rate and non-deductible operating losses	4.6	(7.1)	(0.1)	78.1
Non-deductible transaction costs	(0.7)	—	(1.1)	8.8
Vendor and other settlements	2.7	2.8	—	—
Other	(0.4)	1.5	(0.6)	(3.5)
Total	6.0%	9.3%	19.5%	129.1%

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A reconciliation of the beginning and ending amount of unrecognized tax benefits for the Predecessor and Successor entities is as follows:

	Total (in millions)
Predecessor	
Balance at February 1, 2013	$ 2,446
Increases related to tax positions of the current year	121
Increases related to tax position of prior years	6
Reductions for tax positions of prior years	(42)
Lapse of statute of limitations	(16)
Audit settlements	2
Balance at October 28, 2013	2,517
Successor	
Balance at October 29, 2013	—
Fair value recognized through purchase accounting	2,517
Increases related to tax positions of the current year	29
Increases related to tax position of prior years	22
Reductions for tax positions of prior years	(11)
Lapse of statute of limitations	(26)
Audit settlements	(68)
Balance at January 31, 2014	2,463
Increases related to tax positions of the current year	142
Increases related to tax position of prior years	14
Reductions for tax positions of prior years	(80)
Lapse of statute of limitations	(34)
Audit settlements	(50)
Balance at January 30, 2015	2,455
Increases related to tax positions of the current year	70
Increases related to tax position of prior years	52
Reductions for tax positions of prior years	(61)
Lapse of statute of limitations	(24)
Audit settlements	(13)
Balance at January 29, 2016	$ 2,479

The Company recorded net unrecognized tax benefits of $3.1 billion and $3.0 billion as of January 29, 2016 and January 30, 2015, respectively. The unrecognized tax benefits in the table above do not include accrued interest and penalties. As of January 29, 2016 and January 30, 2015, accrued interest and penalties were $950 million and $858 million, respectively. These interest and penalties are offset by tax benefits from transfer pricing, interest deductions, and state income tax, which are also not included in the table above. As of January 29, 2016 and January 30, 2015, these benefits were $372 million and $336 million, respectively.

Interest and penalties related to income tax liabilities are included in income tax expense. The Company recorded interest and penalties of $63 million, $35 million, and $5 million for the successor periods ended January 29, 2016, January 30, 2015, and January 31, 2014, respectively, and $32 million for the predecessor period ended October 28, 2013.

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During Fiscal 2014, the Internal Revenue Service ("IRS") issued a revised Revenue Agent's Report for fiscal years 2004 through 2006, proposing certain assessments primarily related to transfer pricing matters. The Company disagrees with certain of the proposed assessments and has contested them through the IRS administrative appeals procedures. In addition, the Company's U.S. federal income tax returns for fiscal years 2007 through 2009 are currently under examination by the IRS.

The Company is currently under income tax audits in various state and foreign jurisdictions. The Company is undergoing negotiations, and in some cases contested proceedings, relating to tax matters with the taxing authorities in these jurisdictions. The Company believes that it has provided adequate reserves related to all matters contained in tax periods open to examination. Although the Company believes it has made adequate provisions for the uncertainties surrounding these audits, should the Company experience unfavorable outcomes, such outcomes could have a material impact on its results of operations, financial position, and cash flows. Although timing of resolution or closure of audits is not certain, the Company believes it is reasonably possible that tax audit resolutions could reduce its unrecognized tax benefits by an amount between $300 million to $750 million in the next twelve months. Such a reduction would not have a material effect on the Company's effective tax rate. Net unrecognized tax benefits, if recognized, would favorably affect the Company's effective tax rate. With respect to major U.S. state and foreign taxing jurisdictions, the Company is generally not subject to tax examinations for years prior to fiscal year 2000.

The Company takes certain non-income tax positions in the jurisdictions in which it operates and has received certain non-income tax assessments from various jurisdictions. The Company believes that a material loss in these matters is not probable and that it is not reasonably possible that a material loss exceeding amounts already accrued has been incurred. The Company believes its positions in these non-income tax litigation matters are supportable and that it ultimately will prevail. In the normal course of business, the Company's positions and conclusions related to its non-income taxes could be challenged and assessments may be made. To the extent new information is obtained and the Company's views on its positions, probable outcomes of assessments, or litigation change, changes in estimates to the Company's accrued liabilities would be recorded in the period in which such a determination is made. In the resolution process for income tax and non-income tax audits, the Company may be required to provide collateral guarantees or indemnification to regulators and tax authorities until the matter is resolved.

NOTE 13— EARNINGS (LOSS) PER SHARE

Basic earnings (loss) per share is based on the weighted-average effect of all common shares issued and outstanding and is calculated by dividing net income (loss) by the weighted-average shares outstanding during the period. Diluted earnings (loss) per share is calculated by dividing net income (loss) by the weighted-average number of common shares used in the basic earnings (loss) per share calculation plus the number of common shares that would be issued assuming exercise or conversion of all potentially dilutive common shares outstanding. The Company excludes equity instruments from the calculation of diluted earnings (loss) per share if the effect of including such instruments is anti-dilutive. Accordingly, certain stock-based incentive awards have been excluded from the calculation of diluted earnings (loss) per share totaling 53 million shares for the fiscal year ended January 29, 2016, 55 million shares for the fiscal year ended January 30, 2015, 46 million shares for the successor period ended January 31, 2014, and 90 million shares for the predecessor period ended October 28, 2013.

The company has three classes of common stock, denominated as Series A, Series B, and Series C common stock. For purposes of calculating net earnings (loss) per share, the Company uses the two-class method. As all classes share the same rights in dividends, basic and diluted earnings (loss) per share are the same for all classes.

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The following table sets forth the computation of basic and diluted earnings (loss) per share for each of the periods presented:

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions, except per share amounts)			
Numerator:				
Net income (loss)	$ (1,104)	$ (1,221)	$ (1,612)	$ (93)
Denominator:				
Weighted-average shares outstanding:				
Basic	405	404	397	1,755
Effect of dilutive options, restricted stock units, restricted stock, and other	—	—	—	—
Diluted	405	404	397	1,755
Earnings (loss) per share:				
Basic	$ (2.73)	$ (3.02)	$ (4.06)	$ (0.05)
Diluted	$ (2.73)	$ (3.02)	$ (4.06)	$ (0.05)

NOTE 14—STOCK-BASED COMPENSATION AND BENEFIT PLANS

Stock-based Compensation

Going-Private Transaction

In connection with the acquisition of Dell by Denali Holding on October 29, 2013, the board of directors of Denali Holding approved the Denali Holding Inc. 2013 Stock Incentive Plan (the "2013 Stock Incentive Plan"). Immediately prior to the completion of the going-private transaction, Dell had 78 million outstanding options, and subsequent to the going-private transaction, 75 million of these options were settled for a one-time cash payment. In accordance with authoritative guidance, the Company re-valued these options as of the transaction date using the lattice binomial valuation. The difference between the fair value of the canceled awards and the cash payment that pertained to services rendered prior to the transaction date was recognized as additional paid-in capital upon close of the transaction, while $67 million that pertained to services forgone subsequent to the transaction was immediately recognized as stock-based compensation expense in the successor period. In addition, immediately prior to the going-private transaction, Dell had 22 million unvested restricted stock units, 21 million of which were converted to deferred cash awards that continue to have a service period requirement after the completion of the going-private transaction.

Under terms of a new employment agreement effective as of close of the transaction, Michael S. Dell, Chief Executive Officer of the Company, was issued an option to purchase 11 million shares of Series A common stock of Denali Holding at an exercise price of $13.75 per share. The option is service-based and vests ratably over five years on each anniversary of the going-private transaction or will vest fully earlier, upon a change in control of Denali Holding. As of January 29, 2016, the Company expects to incur approximately $49 million of additional compensation-related expense through October 2018 for this option grant.

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Description of the 2013 Stock Incentive Plan

The 2013 Stock Incentive Plan provides for the grant of stock-based incentive awards to aid in recruiting and the retention of employees. Denali Holding intends to continue to grant long-term cash incentive awards, but no other type of award, pursuant to the Dell Inc. 2012 Long-Term Incentive Plan (as renamed the Denali Holding Inc. 2012 Long-Term Incentive Plan).

Redeemable Shares—The 2013 Stock Incentive Plan provides for the grant of stock-based incentive awards to the Company's employees, consultants, and non-employee directors. Equity awards available for issuance under the 2013 Stock Incentive Plan include stock options, stock appreciation rights, restricted stock units, and other equity-based awards. Those awards include certain rights that allow the holder to exercise a put feature for the underlying stock, requiring the Company to purchase the stock at its fair market value. The put feature is subject to a six-month holding period following the issuance of the common stock. Accordingly, these awards are subject to reclassification from equity to temporary equity, and the Company determines the amounts to be classified as temporary equity as follows:

- For stock options subject to service requirements, the intrinsic value of the option is multiplied by the portion of the option that is vested. Upon exercise of the option, the amount in temporary equity represents the fair value of the Company's common stock.
- For stock appreciation rights and restricted stock units, the fair value of each share subject to such awards is multiplied by the portion of the share that is vested.
- For share-based arrangements that are subject to the occurrence of a contingent event, those amounts are not reclassified as temporary equity until the contingency has been satisfied.

The amount of redeemable shares classified as temporary equity as of January 29, 2016 and January 30, 2015 was $106 million and $53 million, respectively. As of January 29, 2016, redeemable shares was comprised of 0.9 million issued and outstanding common shares, 0.1 million unvested restricted stock units, and 18.6 million outstanding stock options. As of January 30, 2015, redeemable shares was comprised of 0.5 million issued and outstanding common shares, 0.3 million unvested restricted stock units, and 18.8 million outstanding stock options.

As of January 29, 2016 and January 30, 2015, there were approximately 17 million shares of common stock of Denali Holding available for future grants under the 2013 Stock Incentive Plan.

Stock Option Agreements—Stock options granted under the 2013 Stock Incentive Plan include service-based awards and performance-based awards. Service-based stock options typically vest pro-rata at each anniversary of the grant date over a five year period. Performance-based stock options, with a market condition, become exercisable upon achievement of Return on Equity (ROE) metrics up to the seven year anniversary of the going-private transaction date, depending upon the achievement of the market condition. Both service-based and performance-based stock options are granted with option exercise prices equal to the grant date fair market value of Denali common stock, as determined by the Denali Holding board of directors. Generally, common stock issued under both service-based and performance-based awards are subject to liquidity events, such as an initial public offering, change in control, sales of common stock under an annual company liquidity program, and calls and puts resulting upon the occurrence of specified events. Stock options expire ten years after the date of grant. Compensation expense for service-based stock options is recognized on a straight-line basis over the requisite service period, while compensation expense for performance-based stock options, with a market condition, is recognized on a graded accelerated basis net of estimated forfeitures over the requisite service period.

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Stock Option Activity

The following table summarizes stock option activity during the respective periods:

	Number of Options (in millions)	Weighted-Average Exercise Price (per share)	Weighted Average Remaining Contractual Term (in years)
Predecessor			
Options outstanding—February 1, 2013	118	$ 22.51	
Granted and assumed through acquisitions	—	—	
Exercised	(6)	7.59	
Forfeited	(9)	8.03	
Canceled/expired	(101)	24.46	
Converted	(2)	29.67	
Options outstanding—October 28, 2013	—	—	
Successor			
Options outstanding—October 29, 2013	—	—	
Granted and assumed through the going-private transaction (a)	60	14.32	
Exercised	—	—	
Forfeited	—	—	
Canceled/expired	—	—	
Options outstanding—January 31, 2014	60	14.32	
Granted	2	17.08	
Exercised	—	—	
Forfeited	(6)	13.75	
Canceled/expired	(1)	32.22	
Options outstanding—January 30, 2015	55	14.11	
Granted	2	24.05	
Exercised	—	—	
Forfeited	(3)	19.07	
Canceled/expired	—	—	
Options outstanding—January 29, 2016 (b)	54	$ 14.30	
Vested and expected to vest (net of estimated forfeitures)—January 29, 2016	49	$ 14.27	7.9
Exercisable—January 29, 2016	11	$ 13.99	7.6

(a) In connection with the going-private transaction, Denali Holding assumed 2 million stock options with a weighted-average exercise price per share of $29.67 that were outstanding under an existing Dell stock incentive plan. In addition, one-time awards totaling 58 million stock options with an exercise price of $13.75 per share were granted to certain members of the Company's management under the 2013 Stock Incentive Plan.

(b) Of the 54 million stock options outstanding on January 29, 2016, 24 million related to performance-based awards and 30 million related to service-based awards

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During the fiscal years ended January 29, 2016 and January 30, 2015 and the successor period ended January 31, 2014, the total fair value of options vested was $42 million, $41 million and immaterial, respectively. For the predecessor period ended October 28, 2013, the total fair value of options vested was $74 million. As of January 29, 2016 and January 30, 2015, there was $183 million and $235 million, respectively, of total unrecognized stock-based compensation expense, net of estimated forfeitures, related to unvested stock options expected to be recognized over a weighted-average period of 3.6 years and 4.0 years, respectively.

Valuation of Service-Based Stock Option Awards

For service-based stock options granted by the successor entity under the 2013 Stock Incentive Plan, Denali Holding utilized the Black-Scholes option pricing model to estimate the fair value of stock options at the grant date. The Black-Scholes option pricing model incorporates various assumptions, including leveraged adjusted volatility of a public peer group, expected term, risk-free interest rates, and dividend yields. The weighted assumptions utilized for valuation of options under this model as well as the weighted-average grant date fair value of stock options granted during the respective periods are presented below. There were no option grants by the predecessor entity in the predecessor period ended October 28, 2013 under previous Dell stock incentive plans.

The expected term of both the successor and predecessor periods shown below is based on historical experience and on the terms and conditions of the stock awards granted to employees. For the predecessor periods shown below, volatility was based on a blend of implied and historical volatility of Dell's common stock over the most recent period commensurate with the estimated expected term of Dell's predecessor stock options. For the successor period, option valuations used leverage-adjusted volatility of a peer group and the expected term was based on analysis of Dell historical option settlement experience and on the terms and conditions of the stock awards granted.

Valuation of Performance-Based Stock Option Awards

For performance-based stock options granted under the 2013 Stock Incentive Plan, Denali Holding uses the Monte Carlo valuation model to simulate probabilities of achievement of the market condition and the grant date fair value. The valuation model for performance-based option grants in the fiscal year ended January 29, 2016 used a weighted-average leverage adjusted 7.66 year peer volatility and corresponding risk free interest rate. Upon fulfillment of a ROE condition, a specific portion of the performance options become exercisable. An embedded binomial lattice option pricing model was used to determine the value of these exercisable options using the assumption that each option will be exercised at the midpoint between the date of satisfaction of a ROE condition and the expiration date of such option.

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The assumptions utilized in this model as well as the weighted-average grant date fair value of stock options granted during the successor period are presented below.

	Successor					
	Service-Based	Performance-Based	Service-Based	Performance-Based	Service-Based	Performance-Based
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014 (a)	October 29, 2013 through January 31, 2014 (a)
Weighted-average grant date fair value of stock options granted per option	$ 10.05	$ 10.85	$ 8.75	$ 9.01	$ 7.02	$ 5.92
Expected term (in years)	5.1	—	5.2	—	6.9	—
Risk-free rate (U.S. Government Treasury Note)	1.5%	2.0%	1.6%	2.4%	1.9%	2.5%
Volatility	46%	50%	62%	55%	49%	48%
Dividend Yield	— %	— %	— %	— %	— %	— %

(a) The 11 million options granted to Michael S. Dell by Denali Holding, included in the service-based column for successor above, were valued using an expected term of 10 years and corresponding risk-free interest rate. This resulted in a grant date fair value of $8.22 per option.

Restricted Stock Unit Awards

Non-vested restricted stock unit awards and activities for the respective periods are as follows:

	Number of Shares (in millions)	Weighted-Average Grant Date Fair Value (per share)
Predecessor		
Non-vested restricted stock units:		
Non-vested restricted stock unit balance as of February 1, 2013	42	$ 15.95
Granted	—	—
Vested (a)	(16)	16.02
Forfeited	(4)	16.96
Converted	(22)	15.69
Non-vested restricted stock unit balance as of October 28, 2013	—	$ —

(a) Upon vesting of restricted stock units, some of the underlying shares were generally sold to cover the required withholding taxes. However, select participants could choose the net shares settlement method to cover withholding tax requirements. Total shares withheld were approximately 320,000 for the predecessor period ended October 28, 2013. Total payments for the employee's tax obligations to the taxing authorities were $5 million for the predecessor period ended October 28, 2013 and are reflected as a financing activity within the Consolidated Statements of Cash Flows.

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In connection with the going-private transaction, the successor entity assumed 0.8 million unvested restricted stock units with a re-measured grant date fair value of $13.75 per share. As of January 29, 2016 and January 30, 2015 there was $1 million and $2 million, respectively, of unrecognized stock-based compensation expense, net of estimated forfeitures, related to these awards expected to be recognized over a weighted-average period of approximately 1.9 years and 2.6 years, respectively.

For the successor periods ended January 29, 2016, January 30, 2015, and January 31, 2014, the total estimated vest date fair value of restricted stock unit awards was not material.

Stock-based Compensation Expense

Stock-based compensation expense was allocated as follows for the respective periods:

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions)			
Stock-based compensation expense:				
Cost of net revenue	$ 10	$ 13	$ 5	$ 31
Operating expenses	62	59	77	153
Stock-based compensation expense before taxes	72	72	82	184
Income tax benefit	(26)	(26)	(24)	(54)
Stock-based compensation expense, net of income taxes	$ 46	$ 46	$ 58	$ 130

Employee Benefit Plans

401(k) Plan—The Company has a defined contribution retirement plan (the "401(k) Plan") that complies with Section 401(k) of the Internal Revenue Code. Substantially all employees in the U.S. are eligible to participate in the 401(k) Plan. Effective January 1, 2008, the Company matches 100% of each participant's voluntary contributions, subject to a maximum contribution of 5% of the participant's eligible compensation, and participants vest immediately in all contributions to the 401(k) Plan. The Company's contributions during the successor periods ended January 29, 2016, January 30, 2015, and January 31, 2014 were $169 million, $162 million, and $37 million, respectively, and Dell's contributions for the predecessor period ended October 28, 2013 were $136 million. The Company's matching contributions and participants voluntary contributions are invested according to each participant's elections in the investment options provided under the Plan. Investment options included Dell common stock for a portion of the plan year before the going-private transaction, but neither participant nor Dell contributions were required to be invested in Dell common stock.

NOTE 15—SEGMENT INFORMATION

The Company's reportable segments are based on the following product and services business units:

- Client Solutions
- Enterprise Solutions Group ("ESG")

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- Dell Software Group ("DSG")
- Dell Services

In the first quarter of the fiscal year ended January 29, 2016, Denali redefined the categories within Client Solutions and ESG to reflect the way the Company currently organizes products and services within these business units. None of these changes impacted the Company's consolidated or total business unit results. Prior period amounts have been reclassified to conform to the current year presentation.

Client Solutions includes sales to commercial and consumer customers of desktops, thin client products, notebooks, and services and third-party software and peripherals closely tied to the sale of Client Solutions hardware. ESG includes servers, networking, and storage, as well as services and third-party software and peripherals that are closely tied to the sale of ESG hardware. DSG includes systems management, security software solutions, and information management software offerings. Dell Services includes a broad range of IT and business services, including infrastructure, cloud, applications, and business process services.

The reportable segments disclosed herein are based on information reviewed by the Company's management to evaluate the business segment results. The Company's measure of segment operating income for management reporting purposes excludes the impact of purchase accounting, amortization of intangible assets, unallocated corporate expenses, severance and facility action costs, acquisition-related charges, and costs related to the going-private transaction. See Note 3 of the Notes to the Audited Consolidated Financial Statements for more information on the going-private transaction. The Company does not allocate assets to the above reportable segments for internal reporting purposes.

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The following table presents a reconciliation of net revenue by Denali's reportable segments to Denali's consolidated net revenue as well as a reconciliation of consolidated segment operating income to Denali's consolidated operating income:

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions)			
Consolidated net revenue:				
Client Solutions	$ 35,877	$ 39,634	$ 9,839	$ 28,101
Enterprise Solutions Group	14,978	14,714	3,500	10,875
Dell Software Group	1,362	1,493	360	951
Dell Services	2,842	2,982	739	2,219
Segment net revenue	55,059	58,823	14,438	42,146
Corporate (a)	333	272	61	156
Impact of purchase accounting (b)	(506)	(976)	(424)	—
Total net revenue	$ 54,886	$ 58,119	$ 14,075	$ 42,302
Consolidated operating income (loss):				
Client Solutions	$ 1,410	$ 2,051	$ 289	$ 1,070
Enterprise Solutions Group	1,052	1,230	270	867
Dell Software Group	(1)	(30)	(52)	(196)
Dell Services	152	124	2	(44)
Segment operating income	2,613	3,375	509	1,697
Impact of purchase accounting (b)	(616)	(1,116)	(1,252)	—
Amortization of intangible assets	(2,189)	(2,299)	(584)	(594)
Corporate (a)	26	(182)	102	—
Other (c)	(217)	(200)	(573)	(585)
Total operating income (loss)	$ (383)	$ (422)	$ (1,798)	$ 518

(a) Corporate primarily consists of unallocated transactions and certain security offerings.
(b) Impact of purchase accounting in the successor periods includes amortization of intangibles and costs related to the going-private transaction.
(c) Other costs include severance, facility, acquisition, and compensation expenses and costs related to the going-private transaction.

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The following table presents net revenue by product and services categories:

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions)			
Net revenue:				
Client Solutions:				
Commercial	$ 21,297	$ 23,988	$ 5,782	$ 16,172
Consumer	9,167	9,886	2,568	7,350
Third-party software and after-point-of-sale peripherals	5,413	5,760	1,489	4,579
Total Client Solutions net revenue	35,877	39,634	9,839	28,101
Enterprise Solutions Group:				
Servers and networking	12,761	12,368	2,888	9,013
Storage	2,217	2,346	612	1,862
Total ESG net revenue	14,978	14,714	3,500	10,875
Dell Software Group:				
Total Dell Software Group net revenue	1,362	1,493	360	951
Dell Services:				
Infrastructure and cloud services	1,679	1,734	426	1,309
Applications and business process services	1,163	1,248	313	910
Total Dell Services revenue	2,842	2,982	739	2,219
Total segment net revenue	$ 55,059	$ 58,823	$ 14,438	$ 42,146

The following tables present net revenue and long-lived asset information allocated between the United States and foreign countries:

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions)			
Net revenue:				
United States	$ 27,421	$ 28,079	$ 6,441	$ 21,370
Foreign countries	27,465	30,040	7,634	20,932
Total net revenue	$ 54,886	$ 58,119	$ 14,075	$ 42,302

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	Successor	
	January 29, 2016	January 30, 2015
	(in millions)	
Long-lived assets:		
United States	$ 1,627	$ 1,838
Foreign countries	643	792
Total long-lived assets	$ 2,270	$ 2,630

The allocation between domestic and foreign net revenue is based on the location of the customers. Net revenue from any single foreign country did not constitute more than 10% of Denali's consolidated net revenues for the fiscal year ended January 29, 2016, the fiscal year ended January 30, 2015, the successor period ended January 31, 2014, or the predecessor period ended October 28, 2013. Long-lived assets from any single foreign country did not constitute more than 10% of Denali's consolidated long-lived assets as of January 29, 2016 or January 30, 2015.

NOTE 16—SUPPLEMENTAL CONSOLIDATED FINANCIAL INFORMATION

Supplemental Consolidated Statements of Financial Position Information

The following table provides information on amounts included in accounts receivable, net, inventories, net, property, plant, and equipment, net, accrued and other liabilities, and other non-current liabilities, as well as prepaid expenses as of January 29, 2016 and January 30, 2015.

	Successor	
	January 29, 2016	January 30, 2015
	(in millions)	
Accounts receivable, net:		
Gross accounts receivable	$ 5,592	$ 6,126
Allowance for doubtful accounts	(57)	(60)
Total accounts receivable, net	$ 5,535	$ 6,066
Inventories, net:		
Production materials	$ 657	$ 511
Work-in-process	189	296
Finished goods	797	856
Total inventories, net	$ 1,643	$ 1,663
Prepaid expenses (a)	$ 560	$ 489
Property, plant, and equipment, net:		
Computer equipment	$ 1,484	$ 1,425
Land and buildings	1,496	1,609
Machinery and other equipment	306	322
Total property, plant, and equipment	3,286	3,356
Accumulated depreciation and amortization	(1,016)	(726)
Total property, plant, and equipment, net	$ 2,270	$ 2,630

(a) Prepaid expenses are included in other current assets in the Consolidated Statements of Financial Position.

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During the fiscal years ended January 29, 2016 and January 30, 2015, the Company recognized $682 million and $678 million, respectively, in depreciation expense. During the successor period ended January 31, 2014 and the predecessor period ended October 28, 2013, the Company recognized $178 million and $396 million, respectively, in depreciation expense.

	Successor	
	January 29, 2016	January 30, 2015
	(in millions)	
Accrued and other current liabilities:		
Compensation	$ 1,203	$ 1,492
Warranty liability	381	453
Income and other taxes	1,210	1,238
Other	1,762	1,857
Total accrued and other current liabilities	$ 4,556	$ 5,040
Other non-current liabilities:		
Warranty liability	$ 193	$ 226
Unrecognized tax benefits, net	2,271	2,260
Deferred tax liabilities	1,038	1,956
Other	113	142
Total other non-current liabilities	$ 3,615	$ 4,584

Supplemental Consolidated Statements of Income (Loss)

The table below provides details of interest and other, net for the fiscal years ended January 29, 2016 and January 30, 2015, the successor period ended January 31, 2014, and the predecessor period ended October 28, 2013:

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions)			
Interest and other, net:				
Investment income, primarily interest	$ 39	$ 47	$ 9	$ 53
Gain (loss) on investments, net	(2)	(29)	1	1
Interest expense	(680)	(807)	(235)	(178)
Foreign exchange	(122)	(96)	27	(68)
Other	(27)	(39)	(6)	(6)
Total interest and other, net	$ (792)	$ (924)	$ (204)	$ (198)

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Valuation and Qualifying Accounts

	Successor			Predecessor
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014	February 2, 2013 through October 28, 2013
	(in millions)			
Trade Receivables—Allowance for doubtful accounts				
Balance at beginning of period (a)	$ 60	$ 17	$ —	$ 72
Impact of purchase accounting (b)	—	34	11	—
Charged to income	67	69	36	63
Charged to allowance	70	60	30	74
Balance at end of period	$ 57	$ 60	$ 17	$ 61
Trade Receivables—Allowance for customer returns				
Balance at beginning of period (a)	$ 132	$ 108	$ —	$ 112
Impact of purchase accounting (b)	—	56	42	—
Charged to income	411	454	88	299
Charged to allowance	418	486	22	313
Balance at end of period	$ 125	$ 132	$ 108	$ 98
Customer Financing Receivables—Allowance for financing receivable losses				
Balance at beginning of period (a)	$ 194	$ 215	$ —	$ 192
Impact of purchase accounting (c)	—	—	204	—
Charged to income	104	147	50	95
Charged to allowance (d)	122	168	39	119
Balance at end of period	$ 176	$ 194	$ 215	$ 168
Tax Valuation Allowance				
Balance at beginning of period	$ 432	$ 399	$ —	$ 163
Charged to income tax provision	384	33	—	237
Allowance acquired	—	—	399	(1)
Balance at end of period	$ 816	$ 432	$ 399	$ 399

(a) Due to purchase accounting for the going-private transaction, trade receivables and customer financing receivables were recognized at fair value as of the transaction date. Accordingly, the allowance for these receivables was adjusted to zero on day one of the successor period.

(b) The impact of purchase accounting includes purchase accounting adjustments recorded under the acquisition method of accounting, related to the going-private transaction.

(c) In connection with the going-private transaction, the Company recorded a provision for losses of $204 million on customer receivables to recognize an estimate of incurred losses on principal balances.

(d) Charge-offs to the allowance for financing receivable losses for customer financing receivables includes principal and interest.

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NOTE 17—ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

Accumulated other comprehensive income (loss) is presented in stockholders' equity in the Consolidated Statements of Financial Position and is comprised of amounts related to foreign currency translation adjustments and amounts related to the Company's cash flow hedges.

The following table presents changes in accumulated other comprehensive income (loss), net of tax, by the following components for the periods indicated:

	Foreign Currency Translation Adjustments	Cash Flow Hedges	Accumulated Other Comprehensive Income
		(in millions)	
Successor			
Balances at January 31, 2014	$ (28)	$ 1	$ (27)
Other comprehensive income before reclassifications	(192)	427	235
Amounts reclassified from accumulated other comprehensive income	—	(179)	(179)
Total change for the period	(192)	248	56
Balances at January 30, 2015	$ (220)	$ 249	$ 29
Balances at January 30, 2015	$ (220)	$ 249	$ 29
Other comprehensive income before reclassifications	(138)	152	14
Amounts reclassified from accumulated other comprehensive income	—	(367)	(367)
Total change for the period	(138)	(215)	(353)
Balances at January 29, 2016	$ (358)	$ 34	$ (324)

Amounts related to the Company's cash flow hedges are reclassified to net income during the same period in which the items being hedged are recognized in earnings. In addition, any hedge ineffectiveness related to cash flow hedges is recognized currently in net income. See Note 7 of the Notes to the Audited Consolidated Financial Statements for more information on the Company's derivative instruments. The following table presents gains and (losses) reclassified from accumulated other comprehensive loss, net of tax, to net income (loss) for the respective periods:

	Successor			
	Fiscal Year Ended January 29, 2016		Fiscal Year Ended January 30, 2015	
	Cash Flow Hedges	Total Reclassifications, net of tax	Cash Flow Hedges	Total Reclassifications, net of tax
	(in millions)			
Net Revenue	$ 328	$ 328	$ 163	$ 163
Cost of net revenue	40	40	15	15
Interest and other, net	(1)	(1)	1	1
Total	$ 367	$ 367	$ 179	$ 179

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NOTE 18—CAPITALIZATION

Preferred Stock

Authorized Shares—Denali Holding is authorized to issue 100 shares of preferred stock, par value $.01 per share. As of January 29, 2016 and January 30, 2015, no shares of preferred stock were issued or outstanding.

Common Stock

Authorized Shares—As of January 29, 2016, Denali Holding was authorized to issue 350 million shares of Series A common stock, 150 million shares of Series B common stock, and 200 million shares of Series C common stock. The par value for all series of common stock is $.01 per share.

Issued and Outstanding Shares—As of both January 29, 2016 and January 30, 2015, 307 million shares of Series A common stock and 98 million shares of Series B common stock were issued and outstanding. As of both January 29, 2016 and January 30, 2015, the number of shares of Series C common stock issued and outstanding was not material.

The Series A common stock, the Series B common stock, and the Series C common stock share equally in dividends declared or accumulated and have equal participation rights in undistributed earnings. In the event of a liquidation, dissolution, distribution of assets or winding-up of the Company, the holders of all classes of common stock have equal rights to receive the assets of the Company after the rights of the holders of any outstanding preferred stock have been satisfied.

NOTE 19—CONDENSED FINANCIAL INFORMATION FOR PARENT COMPANY

Denali Holding Inc. has no material assets or standalone operations other than its ownership in Dell Inc. and its consolidated subsidiaries.

There are restrictions under credit agreements and an indenture on the Company’s ability to obtain funds from any of its subsidiaries through dividends, loans, or advances. Although certain subsidiaries of Dell Inc. were designated unrestricted for all purposes of such credit agreements and indenture during the fiscal year ended January 29, 2016, substantially all of the net assets of Dell Inc. remain restricted as of January 29, 2016. Accordingly, this condensed financial information is presented on a “Parent-only” basis. Under a Parent-only presentation, Denali Holding Inc.’s investments in its consolidated subsidiaries are presented under the equity method of accounting.

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The following tables present the financial position of Denali Holding Inc. (Parent) as of January 29, 2016 and January 30, 2015, and the results of its operations and cash flows for the fiscal years ended January 29, 2016 and January 30, 2015 and for the period from October 29, 2013 to January 29, 2014.

Denali Holding Inc. (Parent)	**Successor**	
	January 29, 2016	**January 30, 2015**
	(in millions)	
Assets:		
Investments in subsidiaries	$ 1,587	$ 2,982
Other current assets	11	—
Total assets	$ 1,598	$ 2,982
Long-term debt	$ 26	$ 26
Other non-current liabilities	—	(1)
Redeemable shares	106	53
Stockholders' equity:		
Common stock and capital in excess of $.01 par value; shares authorized: 700 (Series A: 350, Series B: 150, Series C: 200); shares issued and outstanding: 405 (Series A: 307, Series B: 98) and 405 (Series A: 307, Series B: 98), respectively	5,727	5,708
Retained earnings (deficit)	(3,937)	(2,833)
Accumulated other comprehensive income (loss)	(324)	29
Total stockholders' equity	1,466	2,904
Total liabilities and stockholders' equity	$ 1,598	$ 2,982

In connection with the acquisition of Dell by Denali Holding, Denali Holding issued a $2.0 billion subordinated note to Microsoft Global Finance, a subsidiary of Microsoft Corporation. As of January 29, 2016 and January 30, 2015, the outstanding principal amount of the Microsoft Note was $26 million, payable at maturity in October 2023.

Denali Holding Inc. (Parent) has not guaranteed the obligations of its subsidiaries. See Note 11 of the Notes to the Audited Consolidated Financial Statements for more information about the commitments and contingencies of the Company.

Denali Holding Inc. (Parent)	**Successor**		
	Fiscal Year Ended January 29, 2016	**Fiscal Year Ended January 30, 2015**	**October 29, 2013 through January 31, 2014**
		(in millions)	
Equity in net loss of subsidiaries	$ (1,113)	$ (1,162)	$ (1,589)
Interest and other, net	8	(89)	(37)
Income tax benefit	1	30	14
Consolidated net loss	(1,104)	(1,221)	(1,612)
Other comprehensive income (loss) of subsidiaries	(353)	56	(27)
Consolidated comprehensive loss	$ (1,457)	$ (1,165)	$ (1,639)

DENALI HOLDING INC.
NOTES TO AUDITED CONSOLIDATED FINANCIAL STATEMENTS

Denali Holding Inc. (Parent)	Successor		
	Fiscal Year Ended January 29, 2016	Fiscal Year Ended January 30, 2015	October 29, 2013 through January 31, 2014
		(in millions)	
Change in cash from operating activities	$ (2)	$ (64)	$ (19)
Cash flow from financing activities:			
Proceeds from equity issuance	—	28	2,096
Issuance of common stock under employee plans	2	—	—
Proceeds from debt	—	—	2,000
Repayments of debt	—	(1,974)	—
Receipt of capital from subsidiaries	2	2,001	19
Capital investment in subsidiaries	(2)	—	(4,087)
Change in cash from financing activities	2	55	28
Change in cash and cash equivalents	—	(9)	9
Cash and cash equivalents at beginning of the period	—	9	—
Cash and cash equivalents at end of the period	$ —	$ —	$ 9

The results of operations and cash flow information of the Parent Company are not presented for the predecessor period ended October 28, 2013, as Denali Holding Inc. (Parent) did not exist in that period.

NOTE 20—SUBSEQUENT EVENTS

There were no known events occurring after the balance sheet date and up until the date of the issuance of these financial statements that would materially affect the information presented herein. The Company evaluated subsequent events through March 11, 2016, the date of the issuance of these financial statements.

Sale of Dell Services (Unaudited)

On March 27, 2016, Dell entered into a definitive agreement with NTT Data International L.L.C. to sell Dell Services, including the Dell Services Federal Government business (collectively, “Dell Services”), for cash consideration of approximately $3.1 billion. Dell Services includes process outsourcing, application management, and infrastructure services. The global support, deployment, and professional services businesses are not included in the pending transaction. Denali performed an assessment of Dell Services as of January 29, 2016 and determined that it did not meet held-for-sale criteria as of that date. Dell Services assets and liabilities will be classified as held-for-sale, and its historical financial results will be classified as discontinued operations beginning in the first quarter of the fiscal year ended February 3, 2017. There are no indications of potential impairment of assets.

Federal Income Taxes (Unaudited)

The Company’s U.S. federal income tax returns for fiscal years 2007 through 2009 are currently under examination by the IRS and the IRS issued an RAR related to those years during the first quarter of Fiscal 2017. Similar to the action taken in connection with the audit of the Company’s U.S. federal income tax returns for fiscal years 2004 through 2006, the IRS has proposed adjustments relating to certain tax positions taken on the return that the Company disagrees with and will contest through the IRS administrative appeals procedures. The Company believes it has valid positions supporting its tax returns and that it is adequately reserved.

DENALI HOLDING INC.
NOTES TO AUDITED CONSOLIDATED FINANCIAL STATEMENTS

Private Debt Offering (unaudited)

On June 1, 2016, the Company completed a private offering of multiple series of First Lien Notes (the "Notes") with an aggregate principal amount of up to $20 billion.

The principal amount, interest rate and maturity of each series of Notes are as follows:

- $3,750 million 3.48% First Lien Notes due June 1, 2019
- $4,500 million 4.42% First Lien Notes due June 15, 2021
- $3,750 million 5.45% First Lien Notes due June 15, 2023
- $4,500 million 6.02% First Lien Notes due June 15, 2026
- $1,500 million 8.10% First Lien Notes due July 15, 2036
- $2,000 million 8.35% First Lien Notes due July 15, 2046

Under the terms of the Notes agreements, the proceeds of the offering were deposited into escrow, with such proceeds to be released to finance the consummation of the EMC merger subject to the satisfaction of customary conditions. Upon the completion of the EMC merger, Dell International L.L.C., a wholly-owned indirect subsidiary of the Company, and EMC will assume all of the co-issuers' obligations under the Notes, and the Notes will be guaranteed on a joint and several basis by the Company, Denali Intermediate Inc., Dell and each of Denali Intermediate Inc.'s wholly-owned domestic subsidiaries (including EMC's wholly-owned domestic subsidiaries following the completion of the EMC merger) that guarantees obligations under the new senior secured credit facilities that will be entered into in connection with the EMC merger.

Annex A

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

Dated as of October 12, 2015

among

DENALI HOLDING INC.,

DELL INC.,

UNIVERSAL ACQUISITION CO.

and

EMC CORPORATION

As amended on May 16, 2016*

* Each reference in the Agreement and Plan of Merger to “this Agreement,” “hereof,” “hereunder” or words of like import referring to the Agreement and Plan of Merger shall mean and be a reference to the Agreement and Plan of Merger as amended by the First Amendment to Agreement and Plan of Merger, dated as of May 16, 2016. All references in the Agreement and Plan of Merger to “the date hereof” or “the date of this Agreement” or words of like import shall refer to October 12, 2015.

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INDEX OF DEFINED TERMS

AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of October 12, 2015, among DENALI HOLDING INC., a Delaware corporation ("Parent"), DELL INC., a Delaware corporation ("Dell"), UNIVERSAL ACQUISITION CO., a Delaware corporation and direct wholly owned subsidiary of Parent ("Merger Sub"), and EMC CORPORATION, a Massachusetts corporation (the "Company").

WHEREAS, the Board of Directors of the Company has, by unanimous vote of all of the directors, (i) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, for the Company to enter into this Agreement, (ii) adopted this Agreement and approved the execution, delivery and performance of this Agreement by the Company and the consummation of the merger of Merger Sub with and into the Company (the "Merger") and (iii) resolved to recommend approval of this Agreement by the shareholders of the Company;

WHEREAS, the Board of Directors of Parent has unanimously approved and declared advisable, and the Board of Directors of Merger Sub has unanimously approved and declared advisable, this Agreement and the Merger, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for U.S. Federal income tax purposes, it is intended that the Merger, together with related transactions, qualifies as an exchange within the meaning of Section 351 of the Internal Revenue Code of 1986, as amended (the "Code"), and the rules and regulations promulgated thereunder; and

WHEREAS, Dell will receive direct benefits from the Merger, including as a result of the expected contribution of the Company to Dell following the Effective Time.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, and subject to the conditions set forth herein, the parties hereto agree as follows:

ARTICLE I

THE MERGER

Section 1.01 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Massachusetts Business Corporation Act (the "MBCA") and the General Corporation Law of the State of Delaware (the "DGCL"), Merger Sub shall be merged with and into the Company at the Effective Time. As a result of the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

Section 1.02 Closing. The closing of the Merger (the "Closing") shall take place at 9:00 a.m., local time, on the third Business Day after satisfaction or (to the extent permitted by applicable Law) waiver of the conditions set forth in ARTICLE VI (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or (to the extent permitted by applicable Law) waiver of those conditions at the Closing); provided, that, if the Marketing Period has not ended on or prior to the time the Closing would have otherwise been required to occur pursuant to the foregoing, the Closing shall not occur until the earlier to occur of (a) a Business Day during the Marketing Period specified by Parent on no fewer than three Business Days written notice to the Company (it being understood that such date may be conditioned upon the simultaneous completion of Parent's financing of the transactions contemplated by this Agreement) and (b) the first Business Day following the final day of the Marketing Period (subject in each of the case of the foregoing clauses (a) and (b), to the satisfaction or (to the extent permitted by applicable Law) waiver of all of the conditions set forth in ARTICLE VI for the Closing as of the date determined pursuant to this proviso). Notwithstanding the foregoing, the Closing may be consummated at such other time or date as Parent and the Company may agree to in writing. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date". The Closing shall be held at the offices of Simpson Thacher & Bartlett LLP, 2475 Hanover Street, Palo Alto, California 94304, unless another place is agreed to in writing by Parent and the Company.

Section 1.03 Effective Time. Subject to the provisions of this Agreement, at the Closing, the parties shall cause the Merger to be consummated by filing with the Secretary of State of the Commonwealth of Massachusetts articles of merger (the "Articles of Merger") and by filing with the Secretary of State of the State of Delaware a certificate of merger (the "Certificate of Merger"), in each case in such form as required by, and executed and acknowledged by the parties in accordance with, the relevant provisions of the MBCA and DGCL, and shall make all other filings or recordings required under the MBCA and DGCL in connection with the Merger. The Merger shall become effective upon the filing of the Articles of Merger with the Secretary of State of the Commonwealth of Massachusetts and the Certificate of Merger with the Secretary of State of the State of Delaware or at such later time as Parent and the Company shall agree and shall specify in the Articles of Merger and the Certificate of Merger (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

Section 1.04 Effects of the Merger. The Merger shall have the effects set forth herein and in the applicable provisions of the MBCA and the DGCL. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the property, rights, privileges, immunities, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 1.05 Articles of Organization and Bylaws.

(a) At the Effective Time, the Restated Articles of Organization of the Company (the "Company Articles") shall be amended as a result of the Merger so as to read in their entirety as set forth in Exhibit A hereto and, as so amended, shall be the articles of organization of the Surviving Corporation until, subject to Section 5.06(a), thereafter changed or amended as provided therein or by applicable Law.

(b) At the Effective Time, the Amended and Restated Bylaws of the Company (the "Company Bylaws") shall be amended so as to read in their entirety as set forth in Exhibit B hereto, and, as so amended, shall be the bylaws of the Surviving Corporation until, subject to Section 5.06(a), thereafter changed or amended as provided therein or by applicable Law.

Section 1.06 Directors of the Surviving Corporation. The directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

Section 1.07 Officers of the Surviving Corporation. The officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

ARTICLE II

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS; EXCHANGE OF CERTIFICATES

Section 2.01 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of the Company's common stock, par value $0.01 per share (the "Company Common Stock"), or of any shares of capital stock of Parent or Merger Sub:

(a) Capital Stock of Merger Sub. Each issued and outstanding share of capital stock of Merger Sub shall be converted into and become one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

(b) Parent-Owned Stock. Each share of Company Common Stock that is directly or indirectly owned by Parent or Merger Sub immediately prior to the Effective Time shall automatically be canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(c) Stock Owned by Subsidiaries of the Company. Each share of Company Common Stock beneficially owned by a Subsidiary of the Company which is directly or indirectly wholly-owned by the Company shall be converted into and become a number of validly issued, fully paid and nonassessable shares of common stock, par value $0.01 per share, of the Surviving Corporation equal in value to such converted shares of Company Common Stock.

(d) Conversion of Company Common Stock.

(i) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (but excluding (x) shares to be canceled in accordance with Section 2.01(b), (y) shares to be converted in accordance with Section 2.01(c) and (z) any Dissenting Shares) shall be converted into the right to receive (A) a number of shares of validly issued, fully paid and nonassessable shares of common stock, par value, $0.01 per share, designated as Class V Common Stock (the "Class V Common Stock") of Parent (the "Stock Consideration") having terms as set forth in the Amended and Restated Certificate of Incorporation of Parent attached as Exhibit C hereto to be filed with the Secretary of State of the State of Delaware and made effective as of immediately prior to the Effective Time (the "Parent Certificate") equal to the quotient (rounded to the nearest five decimal points) obtained by dividing (I) 222,966,450 by (II) the aggregate number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (including shares issued as a result of vesting of Company Equity Awards and shares contributed to Parent, Merger Sub or any of their Affiliates, in each case as contemplated by Section 5.04) (which aggregate number will be set forth in a certificate of the Company delivered as of immediately prior to the Effective Time) and (B) $24.05 in cash, without interest (the "Cash Consideration" and, together with the Stock Consideration, the "Merger Consideration"). At the Effective Time, all shares of Company Common Stock converted into the right to receive the Merger Consideration pursuant to this Section 2.01(d) shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each holder of a certificate (a "Certificate") or book-entry shares ("Book-Entry Shares"), which immediately prior to the Effective Time represented any such shares of Company Common Stock shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration, any dividends or other distributions payable pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable pursuant to Section 2.02(e), without interest, in each case to be issued or paid in consideration therefor subject to compliance with the procedures set forth in this Section 2.01 upon surrender of such Certificate in accordance with Section 2.02(b), in the case of certificated shares, and immediately, in the case of Book-Entry Shares.

(ii) If between the date of this Agreement and the Effective Time, there is a change in the number of shares of Company Common Stock or securities convertible or exchangeable into or exercisable for shares of Company Common Stock issued and outstanding as a result of a reclassification, stock split (including a reverse split), stock dividend or distribution, recapitalization, merger, subdivision, issuer tender or exchange offer, or other similar transaction, the Cash Consideration shall be appropriately adjusted to reflect such action; provided, however, that nothing in this Section 2.01(d)(ii) shall be construed to permit the Company to take any action that is otherwise prohibited by the terms of this Agreement.

(iii) Notwithstanding anything herein to the contrary, the right of any holder of Company Common Stock to receive the Merger Consideration, any dividends or other distributions payable pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable pursuant to Section 2.02(e) shall, to the extent provided in Section 2.02(j), be subject to and reduced by the amount of any withholding that is required under applicable Tax Law.

(e) Dissenting Shares.

(i) Shares of Company Common Stock that are issued and outstanding immediately prior to the Effective Time and which are held by holders who have not voted such shares in favor of this Agreement and who are entitled to appraisal rights and have properly exercised such rights in accordance with Part 13 of the MBCA (the "Dissenting Shares") shall not be converted into the right to receive the Merger Consideration pursuant to Section 2.01(d), and the holders thereof shall be entitled to only such rights as are granted by, and shall be entitled only to receive such payments for such Dissenting Shares in accordance with, Part 13 of the MBCA; provided, however, that if any such shareholder of the Company shall fail to perfect or shall effectively waive, withdraw or lose such shareholder's rights under Part 13 of the MBCA or if a court of competent jurisdiction shall otherwise determine that such shareholder is not entitled to the relief provided by Part 13 of the MBCA, such shareholder's shares of Company Common Stock shall thereupon cease to be Dissenting Shares (including for purposes of Section 2.01(d)(i)), and shall be deemed to have been converted, at the Effective Time into the right to receive the Merger Consideration (payable without any interest thereon) upon surrender of the Certificates or Book-Entry Shares formerly representing such shares of Company Common Stock and related documents, as compensation for such cancellation. At the Effective Time, the Dissenting Shares shall be automatically canceled and shall cease to exist and any holder of Dissenting Shares shall cease to have any rights with respect thereto, except the rights provided in Part 13 of the MBCA and as provided in the previous sentence.

(ii) The Company shall give Parent (A) prompt written notice of any notice received by the Company of intent to demand appraisal or the fair value of any shares of Company Common Stock, withdrawals of such notices or demands and any other instruments or notices served pursuant to the MBCA and (B) if taking place prior to the Effective Time, the opportunity to participate in all negotiations and proceedings with respect to such notices and demands and the exercise of appraisal rights under the MBCA. The Company shall not, except with the prior written consent of Parent, (x) make any payment or other commitment with respect to any such exercise of appraisal rights, (y) offer to settle or settle any such rights or (z) waive any failure to timely deliver a written demand for appraisal or timely take any other action to perfect appraisal rights in accordance with the MBCA.

Section 2.02 Exchange of Certificates; Book-Entry Shares.

(a) Exchange Agent. At or immediately following the Effective Time, Parent shall deposit, or cause the Surviving Corporation to deposit with a bank or trust company designated by Parent and reasonably satisfactory to the Company (the "Exchange Agent"), for the benefit of the holders of Certificates and Book-Entry Shares, book-entry shares (or certificates if requested) representing shares of Class V Common Stock, and cash, in each case in an aggregate amount equal to the number of shares or amount of cash (as applicable) into which such shares of Company Common Stock have been converted pursuant to Section 2.01(d), except that Parent shall not be required to deposit with the Exchange Agent any shares of Class V Common Stock or cash for any shares of Company Common Stock with respect to which the Company has received a notice of an intent to demand payment of the fair value of such shares if the Merger is effectuated pursuant to Section 13.21(a) of the MBCA. In addition, Parent shall deposit with the Exchange Agent, as necessary from time to time at or after the Effective Time, any dividends or other distributions payable pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable pursuant to Section 2.02(e). All shares of Class V Common Stock, cash, dividends and distributions deposited with the Exchange Agent pursuant to this Section 2.02(a) shall hereinafter be referred to as the "Exchange Fund". The Exchange Agent shall deliver the Class V Common Stock, cash, dividends and distributions contemplated to be issued and delivered pursuant to Section 2.01(d), Section 2.02(c) and Section 2.02(e) out of the Exchange Fund. Except to the extent set forth in Section 2.02(h), the Exchange Fund shall not be used for any other purpose.

(b) Exchange Procedures.

(i) As soon as reasonably practicable after the Effective Time (and in any event within three (3) Business Days following the Effective Time), Parent shall instruct the Exchange Agent to mail to each holder of record of a Certificate representing shares of Company Common Stock that were converted into the right to receive the Merger Consideration, any dividends or other distributions payable pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable pursuant to Section 2.02(e) (i) a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent and which shall be in customary form and contain customary provisions) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration, any dividends or other distributions payable pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable pursuant to Section 2.02(e). Each holder of record of one or more Certificates shall, upon surrender to the Exchange Agent of such Certificates, together with such letter of transmittal, duly executed, and such other documents as may reasonably be required by the Exchange Agent, be entitled to receive in exchange therefor (i) the amount of cash to which such holder is entitled pursuant to Section 2.01(d), (ii) shares of Class V Common Stock (which shall be in uncertificated book-entry form unless a physical certificate is requested by such holder of record) representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 2.01(d) (after taking into account all shares of Company Common Stock held by such holder that were converted into the right to receive the Merger Consideration), (iii) any dividends or distributions payable pursuant to Section 2.02(c) and (iv) cash in lieu of any fractional shares payable pursuant to Section 2.02(e), and the Certificates so surrendered shall forthwith be canceled.

(ii) In the event of a transfer of ownership of a Certificate or Book-Entry Share which is not registered in the transfer records of the Company, payment of the Merger Consideration, any dividends or distributions payable pursuant to Section 2.02(c) and any cash in lieu of any fractional shares payable pursuant to Section 2.02(e) may be made to a person other than the person in whose name the Certificate or Book-Entry Share so surrendered is registered if such Certificate or Book-Entry Share shall be properly endorsed or otherwise be in proper form for transfer and the person requesting such payment shall pay any transfer or other Taxes required by reason of the transfer or establish to the reasonable satisfaction of Parent that such Taxes have been paid or are not applicable. Until surrendered as contemplated by this Section 2.02(b), each Certificate or Book-Entry Share shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration, as applicable, any dividends or other distributions payable pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable pursuant to Section 2.02(e). No interest shall be paid or will accrue on any payment to holders of Certificates or Book-Entry Shares pursuant to the provisions of this ARTICLE II.

(iii) Notwithstanding anything to the contrary in this Agreement, any holder of Book-Entry Shares shall not be required to deliver a Certificate or an executed letter of transmittal to the Exchange Agent to receive the Merger Consideration that such holder is entitled to receive pursuant to this ARTICLE II. In lieu thereof, each holder of record of one or more Book-Entry Shares whose shares of Company Common Stock were converted into the right to receive the Merger Consideration shall upon receipt by the Exchange Agent of an “agent’s message” in customary form (or such other evidence, if any, as the Exchange Agent may reasonably request), be entitled to receive, and Parent shall cause the Exchange Agent to pay and deliver as promptly as reasonably practicable after the Effective Time, the Merger Consideration in respect of each such share of Company Common Stock, together with any dividends or other distributions payable pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable pursuant to Section 2.02(e), and the Book-Entry Shares of such holder shall forthwith be cancelled.

(c) Distributions with Respect to Unexchanged Shares. No dividends or other distributions with respect to shares of Class V Common Stock with a record date after the Effective Time shall be paid to the holder of any

unsurrendered Certificate or Book-Entry Shares with respect to the shares of Class V Common Stock that the holder thereof has the right to receive upon the surrender thereof, and no cash payment in lieu of fractional shares of Class V Common Stock shall be paid to any such holder pursuant to Section 2.02(e), in each case until the holder of such Certificate or Book-Entry Share shall have surrendered such Certificate or Book-Entry Share along with a duly executed letter of transmittal (or upon receipt by the Exchange Agent of an "agent's message" as contemplated in Section 2.02(b)(iii)) in accordance with this ARTICLE II. Following the surrender of any Certificate or Book-Entry Share along with a duly executed letter of transmittal (or upon receipt by the Exchange Agent of an "agent's message" as contemplated in Section 2.02(b)(iii)), there shall be paid to the record holder of the certificate representing whole shares of Class V Common Stock issued in exchange therefor, without interest, (A) at the time of such surrender or receipt, the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of Class V Common Stock and the amount of any cash payable in lieu of a fractional share of Class V Common Stock to which such holder is entitled pursuant to Section 2.02(e) and (B) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender or receipt and a payment date subsequent to such surrender or receipt payable with respect to such whole shares of Class V Common Stock.

(d) No Further Ownership Rights in Company Common Stock. The Merger Consideration, any dividends or other distributions payable pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable pursuant to Section 2.02(e) paid upon the surrender of Certificates (or immediately, in the case of Book-Entry Shares) in accordance with the terms of this ARTICLE II shall be deemed to have been paid in full satisfaction of all rights pertaining to the shares of Company Common Stock formerly represented by such Certificates or such Book-Entry Shares, subject, however, to the Surviving Corporation's obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time which may have been declared or made by the Company on the shares of Company Common Stock in accordance with the terms of this Agreement prior to the Effective Time. At the close of business on the day on which the Effective Time occurs, the share transfer books of the Company shall be closed, and there shall be no further registration of transfers on the share transfer books of the Surviving Corporation of the shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificate or Book-Entry Share is presented to the Surviving Corporation for transfer, it shall be canceled against delivery thereof and exchanged as provided in this ARTICLE II.

(e) No Fractional Shares. No certificates or scrip representing fractional shares or book-entry credit of Class V Common Stock shall be issued upon the surrender for exchange of Certificates or upon the conversion of Book-Entry Shares, no dividends or other distributions of Parent shall relate to such fractional share interests and such fractional share interests shall not entitle the owner thereof to vote or to any rights of a stockholder of Parent. Each holder of Company Common Stock who otherwise would have been entitled to a fraction of a share of Class V Common Stock shall receive in lieu thereof cash (rounded to the nearest cent) equal to the product obtained by multiplying (A) the fractional share interest to which such holder (after taking into account all shares of Company Common Stock formerly represented by all Certificates surrendered by such holder and all Book-Entry Shares formerly held by such holder that are converted into the right to receive the Merger Consideration) would otherwise be entitled by (B) the average closing price of a share of VMware Class A Common Stock over the ten (10) trading day period prior to the Effective Time (as such closing price is reported on the NYSE Composite Transaction Tape (as reported by Bloomberg Financial Markets or such other source as Parent may determine)).

(f) Termination of the Exchange Fund. Any portion of the Exchange Fund that remains undistributed to the holders of Company Common Stock for six months after the Effective Time shall be delivered to Parent, upon demand, and any holders of Company Common Stock who have not theretofore complied with this ARTICLE II shall thereafter look only to Parent for, and, subject to Section 2.02(g), Parent shall remain liable for, payment of their claim for the Merger Consideration, any dividends or other distributions payable pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable pursuant to Section 2.02(e) in accordance with this ARTICLE II.

(g) No Liability. None of Parent, Merger Sub, the Company, the Surviving Corporation or the Exchange Agent shall be liable to any person in respect of any shares of Class V Common Stock, cash, dividends or other distributions from the Exchange Fund properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. If any Certificate shall not have been surrendered prior to four years after the Effective Time (or immediately prior to such earlier date on which any Merger Consideration (and any dividends or other distributions payable with respect thereto pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable with respect thereto pursuant to Section 2.02(e)) would otherwise escheat to or become the property of any Governmental Entity), any such shares (and any dividends or other distributions payable with respect thereto pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable with respect thereto pursuant to Section 2.02(e)) shall, to the extent permitted by applicable Law, become the property of Parent, free and clear of all claims or interest of any person previously entitled thereto.

(h) Investment of Exchange Fund. The Exchange Agent shall invest the cash included in the Exchange Fund as directed by Parent; provided, that any investment of cash shall in all events be limited to direct short-term obligations of, or short-term obligations fully guaranteed as to principal and interest by, the U.S. government, in commercial paper rated A-1 or P-1 or better by Moody's Investors Service Inc. or Standard & Poor's Corporation, respectively, or in deposit accounts, certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $10 billion (based on the most recent financial statements of such banks that are then publicly available). Any interest and other income resulting from such investments shall be paid to and be income of Parent. If for any reason (including losses) the cash in the Exchange Fund shall be insufficient to fully satisfy all of the payment obligations to be made in cash by the Exchange Agent hereunder, Parent shall promptly deposit cash into the Exchange Fund in an amount which is equal to the deficiency in the amount of cash required to fully satisfy such cash payment obligations.

(i) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent, the posting by such person of a bond in such reasonable amount as Parent may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent shall deliver in exchange for such lost, stolen or destroyed Certificate the Merger Consideration, any dividends or other distributions payable pursuant to Section 2.02(c) and cash in lieu of any fractional shares payable pursuant to Section 2.02(e), in each case pursuant to this ARTICLE II.

(j) Withholding Rights. Parent, the Surviving Corporation, the Exchange Agent and any other applicable withholding agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as Parent, the Surviving Corporation or the Exchange Agent determine are required to be deducted and withheld with respect to the making of such payment under the Code, the Treasury Regulations thereunder, or any provision of state, local or foreign Tax Law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the recipient in respect of which such deduction and withholding was made.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties of the Company. Except as disclosed in the Company SEC Documents and the VMware SEC Documents filed with or furnished to the SEC by the Company or VMware, Inc., a Delaware corporation ("VMware"), since January 1, 2014 and publicly available prior to the date of this Agreement (provided, that nothing disclosed in such Company SEC Documents or VMware SEC Documents shall be deemed to be a qualification or modification to the representations and warranties set forth in Section 3.01(c), Section 3.01(d), the first sentence of Section 3.01(i) or Section 3.01(v)), but excluding any

forward looking disclosures set forth in any risk factor section, any disclosures in any section relating to forward looking statements and any other disclosures included therein to the extent they are predictive or forward-looking in nature, and except as set forth in the disclosure letter delivered by the Company to Parent concurrently with the execution of this Agreement (the "Company Disclosure Letter") (with specific reference to the particular Section or subsection of this Agreement to which the information set forth in such disclosure letter relates (and deemed reference to such items or matters disclosed in other sections or subsections of the Company Disclosure Letter (other than Section 3.01(c), Section 3.01(d), the first sentence of Section 3.01(i) or Section 3.01(v)) to the extent the relevance of such items or matters to the referenced Section or subsection of this Agreement is readily apparent on the face of such disclosure)), the Company represents and warrants to Parent and Merger Sub as follows:

(a) Organization, Standing and Corporate Power. The Company and each of its Subsidiaries has been duly organized, and is validly existing and in good standing (with respect to jurisdictions that recognize that concept) under the Laws of the jurisdiction of its incorporation or formation, as the case may be, and has all requisite power and authority necessary to enable it to use its corporate or other name and to own, lease or otherwise hold and operate its properties, rights and other assets and to carry on its business as currently conducted, except where the failure to be so organized, existing and in good standing, or to have such power and authority, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect. The Company and each of its Subsidiaries is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions that recognize that concept) in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties, rights or other assets makes such qualification, licensing or good standing necessary, except where the failure to be so qualified, licensed or in good standing, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect. The Company has made available to Parent, prior to the date of this Agreement, complete and accurate copies of the Company Articles and the Company Bylaws and the comparable organizational documents of each Significant Subsidiary (as such term is defined in Rule 12b-2 under the Exchange Act) (a "Significant Subsidiary") of the Company, in each case as amended to the date hereof. The Company Articles and the Company Bylaws so delivered are in full force and effect and the Company is not in violation of the Company Articles or Company Bylaws.

(b) Subsidiaries. Section 3.01(b) of the Company Disclosure Letter lists, as of the date hereof, (i) each Significant Subsidiary of the Company (including its jurisdiction of incorporation or formation) and (ii) each other Subsidiary of the Company. All of the outstanding capital stock of, or other equity interests in, each Significant Subsidiary of the Company (other than VMware and its Subsidiaries) are directly or indirectly owned by the Company. All the issued and outstanding shares of capital stock of, or other equity interests in, each such Significant Subsidiary owned by the Company (x) have been validly issued and are fully paid and nonassessable, (y) except as would not reasonably be expected to be adverse to the Company in any material respect, are owned directly or indirectly by the Company free and clear of any pledges, liens, charges, encumbrances, adverse claims or security interests of any kind or nature whatsoever (collectively, "Liens") (other than Liens for current Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established, and any restrictions on transfer imposed by applicable securities Laws), and (z) are owned directly or indirectly by the Company free of any material restriction on the right to vote, sell or otherwise dispose of such capital stock or other equity interests.

(c) Capital Structure; Indebtedness. The authorized capital stock of the Company consists of 6,000,000,000 shares of Company Common Stock and 25,000,000 shares of preferred stock, par value $0.01 per share ("Company Preferred Stock").

(i) At the close of business on October 9, 2015 (the "Capitalization Date"), 1,939,730,246 shares of Company Common Stock were issued and outstanding;

(ii) At the Capitalization Date, there were (A) 386,162 shares of Company Common Stock subject to vesting or other forfeiture conditions or repurchase by the Company (such shares, the "Company Restricted Stock") issued and outstanding under Company Stock Plans, (B) 29,245,241 shares of

Company Common Stock subject to outstanding options under Company Stock Plans to purchase shares of Company Common Stock (each, a "Company Stock Option"), with a weighted average exercise price of $12.95, (C) 43,877,501 shares of Company Common Stock underlying restricted stock units issued under Company Stock Plans (each, a "Company RSU Award"), (D) 12,107,368 shares of Company Common Stock underlying performance stock units (assuming target performance) issued under Company Stock Plans (each, a "Company PSU Award"), and (E) 17,301,984 shares of Company Common Stock reserved for issuance under the Company's Amended and Restated 1989 Employee Stock Purchase Plan (the "Company ESPP"). All outstanding shares of Company Common Stock are, and all such shares issued upon exercise of Company Stock Options or in settlement of Company RSU Awards or Company PSU Awards will be when issued, duly authorized, validly issued, fully paid and nonassessable, and are not or will not be, as applicable, subject to, and were not or will not be, as applicable, issued in violation of, any preemptive or similar right, purchase option, call or right of first refusal or similar right (other than any right of repurchase by the Company pursuant to the terms of the applicable Company Stock Plans or as set forth in any equity award agreement entered into pursuant thereto);

(iii) As of the date of this Agreement, no shares of Company Preferred Stock were issued or outstanding;

(iv) As of the date of this Agreement, no shares of Company Common Stock were held by any direct or indirect wholly-owned Subsidiary of the Company;

(v) As of the date of this Agreement, the Company is (A) the record or beneficial owner of 43,025,308 shares of Class A Common Stock, par value $0.01 per share, of VMware (the "VMware Class A Common Stock") and (B) the record and beneficial owner of 300,000,000 shares of Class B Common Stock, par value $0.01 per share, of VMware (the "VMware Class B Common Stock" and, together with the VMware Class A Common Stock, the "VMware Common Stock") representing 100% of the issued and outstanding VMware Class B Common Stock, and holds good and valid title to such VMware Common Stock, free and clear of all Liens (other than Liens for current Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established, and any restrictions on transfer imposed by applicable securities Laws, including the Existing Transfer Restrictions) and (ii) no Subsidiary of the Company is the record or beneficial owner of any shares of VMware Common Stock. The VMware Common Stock owned by the Company (w) is not subject to any Transfer Restrictions other than Existing Transfer Restrictions, (x) is not subject to any shareholder's agreement, investor rights agreement or other similar agreement or any voting restriction, (y) 326,500,000 shares are held by the Company in certificated form subject to restrictive legends, and (z) 16,525,308 shares are held by the Company beneficially through brokers;

(vi) As of the date of this Agreement, except as set forth above in this Section 3.01(c) and except for changes since October 6, 2015 resulting from the issuance of shares of Company Common Stock under the Company Stock Plans pursuant to the Company Stock Options, Company Restricted Stock, Company RSU Awards and Company PSU Awards (collectively, the "Company Equity Awards") that were issued and outstanding on the Capitalization Date and purchase rights under the Company ESPP set forth above in this Section 3.01(c) or as expressly permitted by Section 4.01(a), (x) there are not issued, reserved for issuance or outstanding (A) any shares of capital stock or other voting securities or equity interests of the Company, (B) any securities of the Company or any of its Subsidiaries convertible into or exchangeable or exercisable for shares of capital stock or other voting securities or equity interests of the Company or any Subsidiary of the Company, (C) any warrants, calls, options or other rights to acquire from the Company or any of its Subsidiaries, or any obligation of the Company or any of its Subsidiaries to issue, any capital stock, voting securities, equity interests or securities convertible into or exchangeable or exercisable for capital stock or voting securities of the Company or any Subsidiary of the Company or (D) any stock appreciation rights, "phantom" stock rights,

performance units, rights to receive shares of Company Common Stock on a deferred basis or other rights that are linked to the value of Company Common Stock and (y) there are not any outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any such securities or to issue, deliver or sell, or cause to be issued, delivered or sold, any such securities. There is not, and has not been, any Company policy or practice to grant, Company Equity Awards prior to, or otherwise coordinate the grant of such awards with, the release or other public announcement of material information regarding the Company or any of its Subsidiaries or any of their financial results or prospects. There are no bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of the Company may vote. Other than agreements, proxies or understandings solely between any wholly-owned Subsidiary of the Company and the Company and/or any other wholly-owned Subsidiary of the Company, neither the Company nor any of its Subsidiaries is a party to any voting Contract with respect to the voting of any of its securities;

(vii) As of the date of this Agreement, there is an aggregate of $26,836,941 of accrued dividends payable upon the vesting of Company Restricted Stock, Company RSU Awards and Company PSUs Awards, in each case which are not vested as of the date hereof;

(viii) Section 3.01(c)(viii) of the Company Disclosure Letter sets forth a true and complete list, as of the date hereof, of (A) each outstanding Company Stock Option, including the number of shares of Company Common Stock issuable upon exercise of such Company Stock Option, the exercise price with respect thereto, the applicable grant date thereof and the applicable Company Stock Plan governing such Company Option, (B) each outstanding Company RSU Award, including the number of shares of Company Common Stock underlying such Company RSU Award, the applicable grant date thereof and the applicable Company Stock Plan governing such Company RSU Award, (C) each outstanding Company PSU Award, including the target and maximum number of shares of Company Common Stock underlying such Company PSU Award, the applicable grant date thereof and the applicable Company Stock Plan governing such Company PSU Award, and (D) each award of Company Restricted Stock, including the number of shares of Company Restricted Stock subject to such award, the applicable grant date thereof and the applicable Company Stock Plan governing such award of Company Restricted Stock;

(ix) Section 3.01(c)(ix) of the Company Disclosure Letter sets forth, as of the date of this Agreement, a schedule showing the principal amount of outstanding indebtedness for borrowed money of the Company and its Subsidiaries, other than VMware and its Subsidiaries (for the avoidance of doubt, excluding (A) any amounts owed by the Company or any of its Subsidiaries to the Company or any other Subsidiary of the Company and (B) any letters of credit (to the extent undrawn), capital leases, operating leases or similar obligations); and

(x) As of the date of this Agreement, there is an aggregate principal amount of $1,500,000,000 owed by VMware to the Company pursuant to promissory notes issued pursuant to the Note Exchange Agreement, dated as of January 21, 2014, between the Company and VMware (the "VMware Promissory Notes"), and the Company holds good and valid title to the VMware Promissory Notes, free and clear of all Liens (other than Liens for current Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established, and any restrictions on transfer imposed by applicable securities Laws).

(d) Authority.

(i) The Company has all requisite corporate power and authority to execute and deliver this Agreement and, subject to receipt of the Company Shareholder Approval, to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized

by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement (other than the receipt of the Company Shareholder Approval). This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization and similar Laws affecting the rights of creditors generally and the availability of equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law) (the "Bankruptcy and Equity Exception").

(ii) The Board of Directors of the Company, at a duly held meeting has, by unanimous vote of all of the directors, (i) determined that it is in the best interests of the Company and its shareholders, and declared it advisable, to enter into this Agreement, (ii) adopted this Agreement and approved the execution, delivery and performance of this Agreement and the consummation of the Merger, (iii) directed that the Company submit the approval of this Agreement to a vote at a meeting of the shareholders of the Company in accordance with the terms of this Agreement and (iv) subject to Section 4.02, resolved to recommend that the shareholders of the Company approve this Agreement (the "Company Recommendation") at the Company Shareholders' Meeting.

(e) Noncontravention. Subject to receipt of the Company Shareholder Approval and the governmental consents and other matters referred to in the following sentence, the execution and delivery of this Agreement by the Company do not, and the consummation by the Company of the Merger and the other transactions contemplated by this Agreement and compliance by the Company with the provisions of this Agreement will not, (i) conflict with, or result in any violation of the Company Articles or the Company Bylaws or the comparable organizational documents of any of the Company's Significant Subsidiaries, (ii) result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, modification, cancellation or acceleration of any obligation or to the loss of a benefit under, or result in the creation of any Lien in or upon any of the properties, rights or assets of the Company or any of its Subsidiaries pursuant to any loan or credit agreement, bond, debenture, note, mortgage, indenture, lease, supply agreement, license agreement, distribution agreement or other contract, agreement, or legally binding obligation, commitment or instrument (each, including all amendments thereto, a "Contract"), binding upon the Company or any of its Subsidiaries or to which any of their respective properties, rights or assets are subject or (iii) result in any violation or breach of, or default (with or without notice or lapse of time, or both) under any (A) statute, law, ordinance, rule or regulation (domestic or foreign) issued, promulgated or entered into by or with any Governmental Entity (each, a "Law") applicable to the Company, or any of its Subsidiaries or any of its properties, rights or assets or (B) order, writ, injunction, decree, judgment, decision, award, settlement or stipulation issued, promulgated or entered into by or with any Governmental Entity (each, an "Order") or Permit applicable to the Company or any of its Subsidiaries or their respective properties, rights or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, violations, breaches, defaults, rights of termination, modification, cancellation or acceleration, losses or Liens that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. No consent, approval, order or authorization of, action by or in respect of, or registration, declaration or filing with, any international, national, regional, state, local or other government, any court, administrative, regulatory or other governmental agency, commission or authority or any organized securities exchange (each, a "Governmental Entity") is required by or with respect to the Company or any of its Subsidiaries in connection with the execution and delivery of this Agreement by the Company or the consummation of the Merger or the other transactions contemplated by this Agreement, except for (1) (A) the filing of a premerger notification and report form by the Company under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder (the "HSR Act") and the expiration or termination of the waiting period required thereunder, and (B) filings with respect to, and the receipt, termination or expiration, as applicable, of approvals or waiting periods as may be required under any other applicable Antitrust Law, (2) compliance with the applicable requirements of the

Securities Act of 1933, as amended (including all rules and regulations promulgated thereunder, the "Securities Act"), the Securities Exchange Act of 1934, as amended (including the rules and regulations promulgated thereunder, the "Exchange Act"), other applicable foreign securities laws, and state securities, takeover and "blue sky" laws, as may be required in connection with this Agreement and the transactions contemplated hereby, (3) the filing of the Articles of Merger with the Secretary of State of the Commonwealth of Massachusetts and the filing of the Certificate of Merger with the Secretary of State of Delaware, (4) any filings with and approvals of the New York Stock Exchange, Inc. (the "NYSE") and (5) such other consents, approvals, orders, authorizations, actions, registrations, declarations and filings the failure of which to be obtained or made, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(f) Company SEC Documents.

(i) The Company has timely filed or furnished all reports, schedules, forms, statements and other documents (including exhibits and other information incorporated therein) with the Securities and Exchange Commission (the "SEC") required to be filed or furnished by the Company under the Exchange Act since January 1, 2014 (such documents, together with any documents filed or furnished since January 1, 2014 by the Company to the SEC on a voluntary basis on Current Reports on Form 8-K, the "Company SEC Documents"). Each of the Company SEC Documents, as of the time of its filing or, if applicable, as of the time of its most recent amendment, complied in all material respects with, to the extent in effect at such time, the requirements of the Securities Act and the Exchange Act applicable to such Company SEC Document, and none of the Company SEC Documents when filed or, if amended, as of the date of such most recent amendment, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the consolidated financial statements (including the related notes) of the Company included in the Company SEC Documents (or incorporated therein by reference) were prepared in all material respects in accordance with generally accepted accounting principles in the United States ("GAAP") (except, in the case of unaudited financial statements, as permitted by the rules and regulations of the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly presented in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited financial statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto). Except as disclosed, reflected or reserved against in the consolidated balance sheet of the Company and its Subsidiaries as of June 30, 2015, neither the Company nor any of its Subsidiaries has any liabilities or obligations of any nature (whether absolute, accrued, known or unknown, contingent or otherwise) that would be required by GAAP to be reflected on a consolidated balance sheet (or the notes thereto) of the Company and its Subsidiaries as of June 30, 2015, nor, to the Knowledge of the Company, does any basis exist therefor, other than (A) liabilities or obligations incurred since June 30, 2015 in the ordinary course of business consistent with past practice, (B) liabilities or obligations incurred pursuant to Contracts entered into after the date hereof not in violation of this Agreement, (C) liabilities or obligations incurred in connection with this Agreement or any of the transactions contemplated hereby or (D) liabilities or obligations that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract or arrangement (including any Contract or arrangement relating to any transaction or relationship between or among the Company and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or person, on the other hand, or any "off-balance sheet arrangement" (as defined in Item 303(a) of Regulation S-K of the SEC)), in each case, where the result, purpose or intended effect of such Contract or arrangement is to avoid disclosure

of any material transaction involving, or material liabilities of, the Company or any of its Subsidiaries in the Company's consolidated financial statements or other Company SEC Documents. Except for VMware, none of the Subsidiaries of the Company are, or have at any time since January 1, 2015 been, subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act.

(ii) The Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act), as required by Rules 13a-15(a) and 15d-15(a) of the Exchange Act, are reasonably designed to ensure that (x) material information required to be disclosed by the Company in the reports and other documents that it files or furnishes pursuant to the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and (y) all such material information is accumulated and communicated to the Company's principal executive officer and its principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 (including the rules and regulations promulgated thereunder, "SOX"). Except for those matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect, the principal executive officer and the principal financial officer of the Company have disclosed, based on their most recent evaluation of the Company's internal controls over financial reporting prior to the date hereof, to the Company's auditors and the audit committee of the Company's Board of Directors (or persons performing the equivalent functions): (A) any significant deficiencies and material weaknesses in the Company's internal controls over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and (B) any fraud, whether or not material, that involves management of the Company or other employees of the Company who have a significant role in the Company's internal controls over financial reporting.

(iii) Since January 1, 2014 through the date hereof, neither the Company nor any of its Subsidiaries (other than VMware and its Subsidiaries) has received any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Company or any of its Subsidiaries or their respective internal accounting controls.

(iv) Each of the principal executive officer of the Company and the principal financial officer of the Company (or each former principal executive officer of the Company and each former principal financial officer of the Company, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of SOX with respect to the Company SEC Documents, and the statements contained in such certifications are true and accurate. Neither the Company nor any of its Subsidiaries has outstanding, or has arranged any outstanding, "extensions of credit" to directors or executive officers within the meaning of Section 402 of SOX.

(v) To the Knowledge of the Company, as of the date hereof, none of the Company or any of its Subsidiaries (other than VMware and its Subsidiaries) or the Company SEC Documents is the subject of ongoing SEC review, outstanding SEC comment or outstanding SEC investigation.

(g) VMware SEC Documents.

(i) VMware has timely filed or furnished all reports, schedules, forms, statements and other documents (including exhibits and other information incorporated therein) with the SEC required to be filed or furnished by VMware under the Exchange Act since January 1, 2014 (such documents, together with any documents filed or furnished since January 1, 2014 by VMware to the SEC on a voluntary basis on Current Reports on Form 8-K, the "VMware SEC Documents"). Each of the VMware SEC Documents, as of the time of its filing or, if applicable, as of the time of its most recent amendment, complied in all material respects with, to the extent in effect at such time, the requirements of the Securities Act and the Exchange Act applicable to such VMware SEC Document, and none of the VMware SEC Documents when filed or, if amended, as of the date of such most recent amendment,

contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the consolidated financial statements (including the related notes) of VMware included in the VMware SEC Documents (or incorporated therein by reference) were prepared in all material respects in accordance with GAAP (except, in the case of unaudited financial statements, as permitted by the rules and regulations of the SEC) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly presented in all material respects the consolidated financial position of VMware and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited financial statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto). Except as disclosed, reflected or reserved against in the consolidated balance sheet of VMware and its Subsidiaries as of June 30, 2015, neither VMware nor any of its Subsidiaries has any liabilities or obligations of any nature (whether absolute, accrued, known or unknown, contingent or otherwise) that would be required by GAAP to be reflected on a consolidated balance sheet (or the notes thereto) of VMware and its Subsidiaries as of June 30, 2015, nor, to the Knowledge of the Company, does any basis exist therefor, other than (A) liabilities or obligations incurred since June 30, 2015 in the ordinary course of business consistent with past practice, (B) liabilities or obligations incurred pursuant to Contracts entered into after the date hereof not in violation of this Agreement, (C) liabilities or obligations incurred in connection with this Agreement or any of the transactions contemplated hereby or (D) liabilities or obligations that, individually or in the aggregate have not had and would not reasonably be expected to have a Material Adverse Effect. Neither VMware nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract or arrangement (including any Contract or arrangement relating to any transaction or relationship between or among VMware and any of its Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or person, on the other hand, or any “off-balance sheet arrangement” (as defined in Item 303(a) of Regulation S-K of the SEC)), in each case where the result, purpose or intended effect of such Contract or arrangement is to avoid disclosure of any material transaction involving, or material liabilities of, VMware or any of its Subsidiaries in VMware’s consolidated financial statements or other VMware SEC Documents. None of the Subsidiaries of VMware are, or have at any time since January 1, 2015 been, subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act.

(ii) VMware’s disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act), as required by Rules 13a-15(a) and 15d-15(a) of the Exchange Act, are reasonably designed to ensure that (x) material information required to be disclosed by VMware in the reports and other documents that it files or furnishes pursuant to the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and (y) all such material information is accumulated and communicated to VMware’s principal executive officer and its principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of SOX. Except for those matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect, the principal executive officer and the principal financial officer of VMware have disclosed, based on their most recent evaluation of VMware’s internal controls over financial reporting prior to the date hereof, to VMware’s auditors and the audit committee of VMware’s Board of Directors (or persons performing the equivalent functions): (A) any significant deficiencies and material weaknesses in VMware’s internal controls over financial reporting which are reasonably likely to adversely affect VMware’s ability to record, process, summarize and report financial information; and (B) any fraud, whether or not material, that involves management of VMware or other employees of VMware who have a significant role in VMware’s internal controls over financial reporting.

(iii) Each of the principal executive officer of VMware and the principal financial officer of VMware (or each former principal executive officer of VMware and each former principal financial officer of VMware, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of SOX with respect to the VMware SEC Documents, and the statements contained in such certifications are true and accurate.

(h) Information Supplied. None of the information supplied or to be supplied by or on behalf of the Company specifically for inclusion or incorporation by reference in (i) the Form S-4 will, at the time the Form S-4 is filed with the SEC, at any time it is amended or supplemented, and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading or (ii) the Proxy Statement will, at the date it is first mailed to the shareholders of the Company, at any time it is amended or supplemented and at the time of the Company Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation or warranty is made by the Company with respect to statements made or incorporated by reference therein based on information supplied, or required to be supplied, by or on behalf of Parent, Dell, Merger Sub or any of their Affiliates specifically for inclusion or incorporation by reference in the Form S-4 or Proxy Statement. The Proxy Statement will, with respect to information regarding the Company, comply as to form in all material respects with the requirements of the Exchange Act.

(i) Absence of Certain Changes or Events. Since January 1, 2015 through the date of this Agreement, there shall not have been any event, development, circumstance, change, effect or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have, a Material Adverse Effect. Since June 30, 2015 through the date of this Agreement, (x) except in connection with this Agreement and the transactions contemplated hereby, the Company and its Subsidiaries (other than VMware and its Subsidiaries) have conducted their respective businesses in all material respects in the ordinary course consistent with past practice and (y) there has not been any action taken or committed to be taken by the Company or any Subsidiary of the Company which, if taken following entry by the Company into this Agreement, would have required the consent of Parent pursuant to Section 4.01(a)(i), (iii), (viii), (xiii), (xi) or (xvi), Section 4.01(b) or Section 4.01(c).

(j) Litigation. There are no civil, criminal or administrative actions, suits, claims, hearings, proceedings, arbitrations, mediations, audits or investigations from, by or before any arbitrator, court, tribunal or other Governmental Entity ("Actions") pending or, to the Knowledge of the Company, threatened, against the Company or any of its Subsidiaries or any of their respective properties, rights or assets or any of the officers or directors of the Company, except for any such Actions (i) not seeking material injunctive relief or other material specific performance against the Company or its Subsidiaries or (ii) for which the amount claimed against or sought from the Company or its Subsidiaries is less than $10,000,000. Neither the Company nor any of its Subsidiaries nor any of their respective properties, rights or assets is subject to any Order, except for those that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect.

(k) Material Contracts.

(i) Except for this Agreement, the Filed Contracts, the VMware Intercompany Agreements and the Contracts disclosed on Section 3.01(k)(i) of the Company Disclosure Letter (the Contracts set forth in such section of the Company Disclosure Letter, the Filed Contracts and the VMware Intercompany Agreements collectively, the "Material Contracts"), none of the Company or any of its Subsidiaries (other than VMware and its Subsidiaries) is, as of the date of this Agreement, a party to or otherwise bound by:

(A) Any Contract that (I) relates to third-party indebtedness for borrowed money or any third party financial guaranty, in each case, in excess of $25,000,000 (other than letters of credit and

guarantees of payment, performance and other obligations by the Company or its Subsidiaries to vendors, suppliers or customers entered into in the ordinary course of business), (II) grants a Lien, other than a Permitted Lien, on any property or asset of the Company or its Subsidiaries that is material to the Company and its Subsidiaries, taken as a whole, (III) restricts the granting of Liens on any property or asset of the Company or its Subsidiaries that is material to the Company and its Subsidiaries, taken as a whole or (IV) restricts payment of dividends or any distributions in respect of the equity interests of the Company or any of its Subsidiaries;

(B) Any Contract that contains a right of first refusal, first offer or first negotiation with respect to any asset owned by the Company or its Subsidiaries that is material to the Company and its Subsidiaries, taken as a whole;

(C) Any Contract (I) containing covenants that place a restriction on the right of the Company or any of its Subsidiaries, (A) in a material manner, to compete or transact in any business or with any person in any geographic area, which business or geographic area is material to the Company and its Subsidiaries, taken as a whole, (B) to acquire any product or other asset or service that is material to the Company and its Subsidiaries, taken as a whole, from any other person, or (C) to develop, sell, supply, distribute or service any product or technology or other asset that is material to the Company and its Subsidiaries, taken as a whole, to or for any other person or (II) that grants material and exclusive rights to license, market, sell or deliver any product or service of the Company or any of its Subsidiaries or that contains any "most favored nation" or similar provisions in favor of the other party that would reasonably be expected to involve payments by or to the Company or any of its Subsidiaries in excess of $150,000,000 per annum;

(D) any Contract pursuant to which (I) the Company or a Subsidiary of the Company exclusively licenses in or out, or obtains or grants exclusive rights to use, Intellectual Property that is material to the Company and its Subsidiaries, taken as a whole, in each case outside of the ordinary course of business; (II) the Company or a Subsidiary of the Company grants licenses or cross-licenses to use or otherwise exploit all or substantially all of the patents of the Company and its Subsidiaries; (III) the Company or a Subsidiary of the Company grants portfolio-wide licenses or cross-licenses that would, upon consummation of the Merger, require Parent or any of its Affiliates (other than the Company and its Subsidiaries) to grant any third party a portfolio-wide license or covenant not to sue with respect to all or substantially all of the Intellectual Property of Parent and its Affiliates; or (IV) the Company or a Subsidiary of the Company is a member of or is bound by an industry standards body that requires the Company or any such Subsidiary to grant to any third party a license or covenant not to sue with respect to all or substantially all of the material Intellectual Property of the Company and its Subsidiaries;

(E) Any Contract that provides for the establishment or governance of a partnership or joint venture with any other person (other than the Company or any of its Subsidiaries), which partnership or joint venture is material to the Company and its Subsidiaries, taken as a whole;

(F) Any Contract relating to the acquisition or disposition of any business or any assets (whether by merger, sale of stock or assets or otherwise) other than this Agreement pursuant to which the Company or any of its Subsidiaries has any continuing and unpaid "earn-out" or similar contingent payment obligations, in each case in an amount in excess of $50,000,000;

(G) any Contract between or among the Company and its Subsidiaries (other than VMware and its Subsidiaries), on the one hand, and VMware and its Subsidiaries, on the other hand, (I) for which there are outstanding obligations on the part of the Company and its Subsidiaries or VMware and its Subsidiaries with a value in excess of $75,000,000 or (II) for which the termination thereof would be materially adverse to either the Company and its Subsidiaries (other than VMware and its Subsidiaries), taken as a whole, or VMware and its Subsidiaries, taken as a whole;

(H) Any Contract (other than Contracts of the type described in subclauses (A) through (G) above) that involves aggregate payments by or to the Company or any of its Subsidiaries in excess of $250,000,000 per annum, other than purchase or sales orders or other Contracts entered into in the ordinary course of business consistent with past practice or that are terminable or cancelable without material penalty to the Company or any of its Subsidiaries on 90 days' notice or less.

(ii) True and complete copies of each of the Material Contracts, as amended through the date hereof, have been made available to Parent prior to the date hereof. Each such Material Contract is valid and in full force and effect and enforceable against the Company or Subsidiary of the Company that is a party thereto and, to the Knowledge of the Company, each other party thereto, in accordance with its respective terms, subject to the Bankruptcy and Equity Exception, except to the extent that (A) they have previously expired in accordance with their terms, been terminated in accordance with their terms by the counterparty thereto (other than for a breach by the Company or any of its Subsidiaries) or been terminated by the Company or any of its Subsidiaries that is a party thereto not in violation of the terms of this Agreement or (B) the failure to be in full force and effect, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries, nor, to the Company's Knowledge, any counterparty to any Material Contract, has violated any provision of, or committed or failed to perform any act which, with or without notice, lapse of time or both, would constitute a default under the provisions of any Material Contract, except in each case for those violations and defaults which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect.

(l) Compliance with Laws; Permits.

(i) Except for those matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect:

(A) each of the Company and its Subsidiaries is and has been since January 1, 2014 in compliance with all Laws (including those related to data privacy and security) and Orders applicable to it, its properties, rights or assets or its business or operations;

(B) the Company and each of its Subsidiaries has in effect all approvals, authorizations, certificates, filings, franchises, licenses, exemptions, notices and permits of or with any Governmental Entity (collectively, "Permits"), necessary for it to own, lease or operate its properties and other assets and to carry on its business and operations as currently conducted and as were conducted through the most recently completed fiscal year, and neither the Company nor any of its Subsidiaries has received any written notice from any Governmental Entity threatening to revoke, not renew, or modify on terms more burdensome than currently applicable any such Permit; and

(C) there has occurred no default under, or violation of, any such Permit.

(ii) Since January 1, 2014, none of the Company, any of its Subsidiaries or, to the Knowledge of the Company, any of its or their respective directors, executives, officers, representatives, agents or employees has: (A) used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal; (B) used or is using any corporate funds for any direct or indirect illegal payments to any foreign or domestic governmental officials or employees; (C) violated or is violating any provision of the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 or the Corruption of Foreign Public Officials Act (Canada) or any Law of similar effect (but, in each case, only to the extent such Law is applicable to the foregoing persons); (D) established or maintained, or is maintaining, any illegal fund of corporate monies or other properties; or (E) made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature.

(iii) The Company and each of its Subsidiaries are, and have at all times since January 1, 2014, been in compliance in all material respects with applicable United States and foreign export control laws and regulations, including: the United States Export Administration Act and implementing Export Administration Regulations, the Arms Export Control Act and implementing International Traffic in Arms Regulations and the various economic sanctions laws administered by the Office of Foreign Assets Control of the U.S. Treasury Department. Without limiting the foregoing, to the Knowledge of the Company, there are no material pending or threatened claims or investigations by any Governmental Entity of potential violations against the Company or any of its Subsidiaries with respect to export activity or export licenses.

(m) Labor Relations and Other Employment Matters. No labor union has been recognized or certified as the representative of any employees of the Company or any of its Subsidiaries for purposes of collective bargaining, and none of the Company or any of its Subsidiaries is a party to any collective bargaining agreement with any labor organization or other representative of any employee of the Company or any of its Subsidiaries, nor is any such agreement being negotiated by the Company or any of its Subsidiaries as of the date hereof. To the Company's Knowledge there is no labor union organizing activity ongoing among the employees of the Company or any of its Subsidiaries. As of the date hereof, there are no strikes, work stoppages, material slowdowns, lockouts or similar material labor disputes pending or, to the Company's Knowledge, threatened in writing against the Company or any of its Subsidiaries. Except as has not had and would not reasonably be expected to have individually or in the aggregate, a Material Adverse Effect, (a) there are no Actions, charges or complaints pending against the Company or any of its Subsidiaries which arise out of labor and employment, and (b) the Company and each of its Subsidiaries is in material compliance with all applicable Laws relating to employment matters, including the payment of wages for all time worked, the payment of overtime, the engagement of individuals as contractors, plant closing and mass layoff notice requirements under the Worker Adjustment and Retraining Notification Act and the regulations promulgated thereunder or any similar state or local Law (collectively, the "WARN Act"), and the provision of meal, rest and other breaks.

(n) Employee Benefits and ERISA Compliance.

(i) Section 3.01(n)(i) of the Company Disclosure Letter contains a complete and accurate list of each material Company Benefit Plan covering employees in the United States or to which employees in the United States are parties. For the purposes of this Agreement, a "Company Benefit Plan" means an "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) and all material employment, individual consulting, employee loan, bonus, pension, retirement, profit sharing, deferred compensation, incentive compensation, equity-based compensation, paid time off, fringe benefit, vacation, severance, retention, change in control, and all other material employee benefit plans, programs, policies or arrangements sponsored, maintained, contributed to or required to be maintained or contributed to by the Company or any of its Subsidiaries or any other person or entity that, together with the Company, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code (each, a "Commonly Controlled Entity") (exclusive of any such plan, program, policy or arrangement that is either (i) mandated by and maintained solely pursuant to applicable Law or (ii) maintained or contributed to solely by VMware or a Subsidiary of VMware (collectively, the "VMware Plans")), in each case providing benefits to any Company Personnel or under which the Company or any of its Subsidiaries or Commonly Controlled Entities otherwise have any material obligations or liabilities. Not later than 60 days after the date of this Agreement, the Company shall make available to Parent each material Company Benefit Plan covering employees outside of the United States or to which employees outside of the United States are parties.

(ii) The Company has made available to Parent current, complete and accurate copies of (A) each material Company Benefit Plan maintained primarily for the benefit of individuals regularly employed in the United States (each a "Company U.S. Benefit Plan"), (B) the most recent (1) annual report on Form 5500 required to be filed with the Internal Revenue Service (the "IRS") or any other

Governmental Entity with respect to each material Company U.S. Benefit Plan (if any such report was required) and all schedules and attachments thereto, (2) audited financial statements, and (3) actuarial valuation reports, (C) the most recent summary plan description and summary of material modifications for each material Company U.S. Benefit Plan for which such summary plan description is required, (D) each trust agreement and insurance or group annuity agreement relating to any material Company U.S. Benefit Plan and (E) the most recent IRS determination letter, in each of clauses (A)-(D), to the extent applicable.

(iii) Each Company Benefit Plan (i) has been administered in accordance with its terms, and (ii) if so required under applicable Laws, is funded or book reserved, as appropriate, except as, in each case, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries (with respect to each Company Benefit Plan) and each Company Benefit Plan, are in compliance in all respects with the applicable provisions of ERISA, the Code, and all other applicable Laws, except, in each case, for noncompliance that, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect.

(iv) Except as, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect, all Company U.S. Benefit Plans intended to be qualified within the meaning of Section 401(a) of the Code have received favorable determination letters from the IRS, to the effect that such Company U.S. Benefit Plans are so qualified and exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, and no event has occurred since the date of the most recent determination letter relating to any such Company U.S. Benefit Plan that would reasonably be expected to adversely affect the qualification of such Company U.S. Benefit Plan.

(v) None of the Company, any of its Subsidiaries or any Commonly Controlled Entity has, within the past six years, sponsored, maintained, contributed to or been required to maintain or contribute to, or has any liability under, any Company Benefit Plan that is (i) subject to Section 302 or Title IV of ERISA or Section 412 of the Code or is otherwise a defined benefit plan (as defined in Section 4001 of ERISA) or (ii) a “multiemployer plan” (as defined in Section 4001(a)(3) of ERISA).

(vi) The Company has no liability for providing health, medical or life insurance or other welfare benefits after retirement or other termination of employment (other than for continuation coverage required under Section 4980(B)(f) of the Code or other similar applicable Laws), except for any liabilities that would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(vii) With respect to any Company Benefit Plan, (A) no actions, suits or claims (other than routine claims for benefits in the ordinary course of business) are, to the Knowledge of the Company, pending or threatened relating to or otherwise in connection with such Company Benefit Plan and (B) to the Knowledge of the Company, no administrative investigations, audits or other administrative proceedings by the Department of Labor, the Pension Benefit Guaranty Corporation, the IRS or other Governmental Entity is pending, or threatened that, in each of clauses (A) and (B), are or would reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(viii) With respect to each Company Benefit Plan, except as, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect, (A) there has not occurred any prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) and (B) there has not occurred a reportable event (as such term is defined in Section 4043(c) of ERISA).

(ix) Except as provided in Section 5.04, none of the execution and delivery of this Agreement, the obtaining of the Company Shareholder Approval or the consummation of the Merger or any other transaction contemplated by this Agreement (whether alone or in conjunction with any other event, including as a result of any termination of employment on or following the Effective Time) will (A) entitle any Company Personnel to severance or termination pay, (B) accelerate the time of payment

or vesting, or trigger any payment or funding (through a grantor trust or otherwise) of, compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to, any Company Benefit Plan or (C) result in any breach or violation of, or a default under, any Company Benefit Plan.

(x) Each Company Benefit Plan or Contract that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in material compliance with Section 409A of the Code and applicable guidance thereunder, including the final regulations promulgated with respect thereto and no Company Benefit Plan, arrangement or other Contract provides a gross-up or other indemnification for any Taxes that may be imposed for failure to comply with the requirements of Section 409A of the Code.

(xi) To the Knowledge of the Company, each of the VMware Plans has been maintained in material compliance with applicable Law.

(o) No Parachute Gross Up. No Company Personnel is entitled to receive any additional payment from the Company or any of its Subsidiaries or the Surviving Corporation by reason of the excise Tax required by Section 4999(a) of the Code being imposed on such person by reason of the transactions contemplated by this Agreement.

(p) Taxes.

(i) Except as has not, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(A) The Company and each of its Subsidiaries have (1) timely filed with the appropriate Taxing Authority all Tax Returns required to be filed by them (giving effect to all extensions), and all such Tax Returns are true, correct and complete and (2) timely paid all Taxes required to have been paid by them or have established on the Company's consolidated financial statements adequate reserves, in accordance with GAAP, for such Taxes.

(B) There are no liens for Taxes upon any property or assets of the Company or any of its Subsidiaries, except for liens for Taxes not yet due or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established.

(C) No Tax claims, audits, assessments or other proceedings are pending with regard to any Taxes or Tax Returns of the Company or any of its Subsidiaries, and none of the Company or any of its Subsidiaries has received a written notice of any pending or proposed claims, audits, assessments or proceedings with respect to Taxes.

(D) None of the Company or any of its Subsidiaries is potentially liable for Taxes of another person pursuant to Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or foreign Law) by virtue of having been a member of a consolidated, combined, unitary or affiliated group for Tax purposes (other than as a result of having been a member of the consolidated group in which it is currently a member), as a transferee or successor, by contract, or otherwise.

(E) No claim has been made in writing by any Taxing Authority in a jurisdiction where the Company and its Subsidiaries do not file Tax Returns that any such entity is, or may be, subject to taxation by that jurisdiction.

(F) None of the Company or any of its Subsidiaries has engaged in any "listed transaction" within the meaning of Section 1.6011-4(b)(2) of the Treasury Regulations.

(G) Neither the Company nor any of its Subsidiaries has been a "controlled corporation" or a "distributing corporation" in any distribution occurring during the two-year period ending on the date hereof that was purported or intended to be governed by Section 355 of the Code.

(H) Each of the Company and its Subsidiaries has withheld and paid all Taxes required to be withheld and paid over under applicable Law; such withheld Taxes were either timely paid to the appropriate Taxing Authority or set aside in accounts for such purpose and were reported to the appropriate Taxing Authority and to each third-party recipient, as required under Law.

(ii) As used in this Agreement, (1) "Tax" means all taxes, charges, fees, levies or other assessments, including income, gross receipts, excise, real and personal property, profits, estimated, severance, occupation, production, capital gains, capital stock, goods and services, environmental, employment, withholding, stamp, value-added, alternative or add-on minimum, sales, transfer, use, license, payroll and franchise taxes or any other kind of tax, customs, duty or governmental fee, or other like assessment or charge, and such term shall include any interest, penalties, fines, related liabilities or additions to tax attributable to such taxes, charges, fines, levies or other assessments; (2) "Taxing Authority" means any federal, state, local or foreign government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising Tax regulatory authority; and (3) "Tax Return" means any report, return, document, declaration or other information or filing required to be filed with a Taxing Authority with respect to Taxes (whether or not a payment is required to be made with respect to such filing), including any documents with respect to or accompanying payments of estimated Taxes, or with respect to or accompanying requests for the extension of time in which to file any such report, return, document, declaration or other information and any amendments thereto.

(iii) As of the date of this Agreement, neither the Company nor any of its Subsidiaries has taken or agreed to take any action, and to the Knowledge of Company there are no facts, agreements, plans or other circumstances, that would reasonably be expected to prevent or impede the Merger, taken together with related transactions, from qualifying as an exchange described in Section 351 of the Code.

(q) Title to Properties.

(i) Section 3.01(q)(i) of the Company Disclosure Letter sets forth a true and complete list of all real property owned by the Company and its Subsidiaries (other than VMware and its Subsidiaries) in fee simple as of the date hereof that is material to the Company and its Subsidiaries, taken as a whole, (together with real property owned by VMware and its Subsidiaries that is material to the Company and its Subsidiaries, taken as a whole, the "Owned Real Property") identifying the address thereof.

(ii) Section 3.01(q)(ii) of the Company Disclosure Letter sets forth a true and complete list as of the date hereof of all material leases or subleases of real property (the "Leases") under which the Company or any of its Subsidiaries (other than VMware and its Subsidiaries) uses or occupies or has the right to use or occupy, now or in the future, any real property in excess of 150,000 square feet (such property, together with the Owned Real Property, and any material leases or subleases of real property under which VMware and its Subsidiaries uses or occupies or has the right to use or occupy, now or in the future, any real property in excess of 150,000 square feet, the "Real Property") identifying the address thereof. True, correct and complete copies of the Leases have been delivered or made available to Parent prior to the date hereof.

(iii) Except for those matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect, and except with respect to such property or assets that have been disposed of in the ordinary course of business, the Company or one or more of its Subsidiaries has good, valid and marketable title to, or valid leasehold or sublease interests or other comparable contract rights in or relating to (x) the Real Property and (y) the other tangible assets necessary for the conduct of the business of the Company and its Subsidiaries, taken as a whole, as currently conducted, in each case, free and clear of all Liens (other than Permitted Liens). The Company and each of its Subsidiaries has complied with the terms of all Leases, and all Leases are in full force and effect and enforceable in accordance with their terms against the Company or Subsidiary

of the Company that is a party thereto and, to the Knowledge of the Company, the counterparties thereto, subject to the Bankruptcy and Equity Exception, except to the extent that (A) they have expired in accordance with their terms, been terminated in accordance with their terms by the counterparty thereto (other than for a breach by the Company or any of its Subsidiaries) or been terminated by the Company or any of its Subsidiaries that is a party thereto not in violation of the terms of this Agreement, or (B) such failure to comply or be in full force and effect or enforceable that individually or in the aggregate has not had and would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries has received or provided any written notice of any event or occurrence that has resulted or would reasonably be likely to result (with or without the giving of notice, the lapse of time or both) in a default with respect to any Lease, which defaults individually or in the aggregate have had or would reasonably be expected to have a Material Adverse Effect.

(r) Intellectual Property.

(i) Each material Intellectual Property registration or application owned or purported to be owned by the Company or any Subsidiary of the Company (other than VMware and its Subsidiaries) as of the date hereof is subsisting and unexpired, has not been abandoned or canceled and, to the Knowledge of the Company, is valid and enforceable.

(ii) Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect: (A) the Company and its Subsidiaries exclusively own or have the right or a valid and enforceable license to use all Intellectual Property used in the operation of their businesses as currently conducted, free and clear of all Liens other than Permitted Liens; (B) no Actions or Orders are pending or, to the Knowledge of the Company, threatened in writing (including cease and desist letters or invitations to obtain a license) against the Company or its Subsidiaries with regard to any Intellectual Property; (C) the operation of the businesses of the Company and its Subsidiaries as currently conducted does not infringe, misappropriate or violate ("Infringe") the Intellectual Property of any other person and, to the Knowledge of the Company, as of the date hereof, no person is Infringing the Company's or any of its Subsidiaries' Intellectual Property; (D) the Company and its Subsidiaries take commercially reasonable actions to protect their Intellectual Property (including trade secrets); (E) no material Software owned by the Company or any Subsidiary of the Company is derived from and modifies or adapts any Software subject to an "open source" or similar license that requires the licensing, offer or provision of the source code of the applicable material Software to others on "open source" or similar terms with respect to applicable material Software that is licensed, distributed or conveyed to others; and (F) the Company and its Subsidiaries take commercially reasonable actions to maintain and protect the integrity, security and operation of their material information technology networks and systems, and, to the Knowledge of the Company, since January 1, 2014 through the date of this Agreement, there have been no material breaches, violations, or unauthorized access of same.

(s) Affiliated Transactions. Since January 1, 2014 through the date of this Agreement, there have been no transactions, agreements, arrangements or understandings between the Company or any of its Subsidiaries on the one hand, and the Affiliates of the Company on the other hand, that would be required to be disclosed under Item 404 under Regulation S-K under the Securities Act and that have not been so disclosed in the Company SEC Documents or the VMware SEC Documents.

(t) Insurance. Except for those matters that individually or in the aggregate have not had and would not reasonably be expected to have a Material Adverse Effect, all insurance policies maintained by the Company and its Subsidiaries, including fire and casualty, general liability, product liability, business interruption, directors and officers and other professional liability policies, are in full force and effect and provide insurance in such amounts and against such risks as the management of the Company reasonably has determined to be prudent in accordance with industry practices or as is required by Law. Neither the Company nor any of its Subsidiaries is

in breach or default, and neither the Company nor any of its Subsidiaries has taken any action or failed to take any action which, with notice or lapse of time or both, would constitute a breach or default, or permit a termination or modification of any of the insurance policies of the Company and its Subsidiaries, except for such breaches or defaults or terminations or modifications that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect.

(u) Certain Environmental Matters. Except for those matters that individually or in the aggregate have not had and would not reasonably be expected to have a Material Adverse Effect: (i) neither the Company nor any of its Subsidiaries has, in a manner that could give rise to liability under applicable Laws, released any Hazardous Materials in, on, under, from or affecting any properties or facilities currently or formerly owned, leased or operated by the Company or any of its Subsidiaries and, to the Knowledge of the Company, (A) Hazardous Materials are not otherwise present at or affecting any such properties or facilities, or at any other location, that could reasonably be expected to result in liability to or otherwise adversely affect the Company or any of its Subsidiaries, and (B) there is no reasonable basis for any claim against it or any of its Subsidiaries, or any liability or obligation of it or any of its Subsidiaries, under any Laws related to protection of human health and safety or the environment or natural resources ("Environmental Laws"), or regarding Hazardous Materials; and (ii) neither the Company nor any of its Subsidiaries has retained or assumed, either contractually or, to the Knowledge of the Company, by operation of Law, any liabilities or obligations that could reasonably be expected to form the basis of any claim under any Environmental Laws or regarding any Hazardous Materials against the Company or any of its Subsidiaries.

(v) Voting Requirements. The affirmative vote of holders of a majority in voting power of the outstanding shares of Company Common Stock, voting together as a single class (the "Company Shareholder Approval"), at the Company Shareholders' Meeting or any adjournment or postponement thereof is the only vote of the holders of any class or series of capital stock of the Company necessary to approve this Agreement and approve the Merger and the other transactions contemplated by this Agreement.

(w) State Takeover Laws. The Board of Directors of the Company has taken all action necessary and appropriate to render Chapters 110C, 110D and 110F of the Massachusetts General Laws inapplicable to this Agreement, the Merger and the other transactions contemplated hereby.

(x) Brokers and Other Advisors. No broker, investment banker, financial advisor or other person (other than Morgan Stanley & Co. LLC and Evercore Group L.L.C.) is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company. The Company has delivered to Parent complete and accurate copies of all Contracts under which any such fees or expenses are payable and all indemnification and other Contracts related to the engagement of the persons to whom such fees are payable.

(y) Opinion of Financial Advisors. The Board of Directors of the Company has received the opinion of Morgan Stanley & Co. LLC to the effect that, as of the date of such opinion, and based upon and subject to the various matters, limitations, qualifications and assumptions set forth therein, the Merger Consideration to be received by the holders of shares of Company Common Stock pursuant to this Agreement is fair, from a financial point of view, to such holders. The Board of Directors of the Company has received the opinion of Evercore Group L.L.C. to the effect that, as of the date of such opinion, and based upon and subject to the various matters, limitations, qualifications and assumptions set forth therein, the Merger Consideration is fair, from a financial point of view, to the holders of shares of Company Common Stock entitled to receive such Merger Consideration.

Section 3.02 Representations and Warranties of Parent, Dell and Merger Sub. Except as set forth in the disclosure letter delivered by Parent to the Company concurrently with the execution of this Agreement (the "Parent Disclosure Letter") (with specific reference to the particular Section or subsection of this Agreement to which the information set forth in such disclosure letter relates (and deemed reference to such items or matters disclosed in other sections or subsections of the Parent Disclosure Letter (other than Section 3.02(h)) to the extent the relevance

of such items or matters to the referenced Section or subsection of this Agreement is readily apparent on the face of such disclosure)), Parent, Dell and Merger Sub represent and warrant to the Company as follows:

(a) Organization, Standing and Corporate Power. Each of Parent, Dell and Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated and has all requisite corporate power and authority necessary to enable it to use its corporate or other name and to own, lease or otherwise hold and operate its properties, rights and other assets and to carry on its business as currently conducted, except where the failure to be so organized, existing and in good standing, or to have such power and authority, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect on the ability of Parent, Dell or Merger Sub to perform its obligations under this Agreement. Each of Parent, Dell and Merger Sub is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions that recognize that concept) in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties, rights or other assets makes such qualification, licensing or good standing necessary, except where the failure to be so qualified, licensed or in good standing individually or in the aggregate has not had and would not reasonably be expected to have a material adverse effect on the ability of Parent, Dell or Merger Sub to perform its obligations under this Agreement. The Certificate of Incorporation and Bylaws of Parent, Dell and Merger Sub are in full force and effect. Parent, Dell and Merger Sub are not in violation of the Certificate of Incorporation and Bylaws of Parent, Dell or Merger Sub.

(b) Authority. Each of Parent, Merger Sub and Dell has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Parent, Dell and Merger Sub and the consummation by Parent, Dell and Merger Sub of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Parent, Dell and Merger Sub and no other corporate proceedings on the part of Parent, Dell or Merger Sub are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement (other than the adoption of this Agreement by Parent, in its capacity as sole stockholder of Merger Sub). This Agreement has been duly executed and delivered by Parent, Dell and Merger Sub and, assuming the due authorization, execution and delivery by the other parties hereto, constitutes a valid and legally binding obligation of Parent, Dell and Merger Sub, as applicable, enforceable against Parent, Dell and Merger Sub, as applicable, in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(c) Noncontravention. Subject to the adoption of this Agreement by Parent as the sole stockholder of Merger Sub and the receipt of the governmental consents and other matters referred to in the following sentence, the execution and delivery of this Agreement by Parent, Dell and Merger Sub do not, and the consummation by Parent, Dell and Merger Sub of the Merger and the other transactions contemplated by this Agreement and compliance by Parent, Dell and Merger Sub with the provisions of this Agreement will not, (i) conflict with, or result in any violation of the Certificate of Incorporation or Bylaws of Parent, Dell or Merger Sub or the comparable organizational documents of any other Subsidiary of Parent, Dell or Merger Sub, (ii) result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, modification, cancellation or acceleration of any obligation or to the loss of a benefit under, or result in the creation of any Lien in or upon any of the properties, rights or assets of Parent, Dell or Merger Sub or any of their Subsidiaries pursuant to any Contract binding upon Parent, Dell or Merger Sub or any of their respective Subsidiaries or to which any of their respective properties, rights or assets are subject or (iii) result in any violation or breach of, or default (with or without notice or lapse of time, or both) under any (A) Law applicable to Parent, Dell, Merger Sub or any of their respective Subsidiaries or any of their respective properties, rights or assets or (B) Order or Permit applicable to Parent, Dell or Merger Sub or any of their respective Subsidiaries or any of their respective properties, rights or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, violations, breaches, defaults, rights of termination, modification, cancellation or acceleration, losses or Liens that individually or in the aggregate have not had and would not reasonably be expected to have a material adverse effect on the ability of Parent, Dell or Merger Sub to perform its obligations under this Agreement. No consent, approval, order or authorization of, action by or in respect of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Parent, Dell or Merger Sub or any of their respective

Subsidiaries in connection with the execution and delivery of this Agreement by Parent, Dell and Merger Sub or the consummation by Parent, Dell and Merger Sub of the Merger or the other transactions contemplated by this Agreement, except for (1) (A) the filing of a premerger notification and report form by Parent under the HSR Act and the expiration or termination of the waiting period required thereunder and (B) filings with respect to, and the receipt, termination or expiration, as applicable, of approvals or waiting periods as may be required under any other applicable Antitrust Law, (2) the filing with the SEC of (Y) the Form S-4 and (Z) such reports under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated by this Agreement, (3) any filings with and approvals of the NYSE or NASDAQ, (4) any filings required pursuant to applicable foreign securities laws and state securities, takeover and "blue sky" laws, as may be required in connection with this Agreement and the transactions contemplated hereby, (5) the filing of the Articles of Merger with the Secretary of State of the Commonwealth of Massachusetts and the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, (6) the filing of the Parent Certificate with the Secretary of State of the State of Delaware and (7) such other consents, approvals, orders, authorizations, actions, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate has not had and would not reasonably be expected to have a material adverse effect on the ability of Parent, Dell or Merger Sub to perform its obligations under this Agreement.

(d) CFIUS and DSS. The consummation of the transactions contemplated by this Agreement will not result in the transfer of control of the Company to a "foreign person" pursuant to 31 C.F.R. Part 800.216 and will not constitute a "covered transaction" pursuant to 31 C.F.R. Part 800.207. The transactions contemplated by this Agreement will not cause the Company to be considered under Foreign Ownership, Control or Influence within the meaning of Chapter 2, Section 3 of the National Industrial Security Program Operating Manual, DoD 5220.22-M (the "NISPOM").

(e) Information Supplied. None of the information supplied or to be supplied by or on behalf of Parent, Dell or Merger Sub specifically for inclusion or incorporation by reference in (i) the Form S-4 will, at the time the Form S-4 is filed with the SEC, at any time it is amended or supplemented and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, or (ii) the Proxy Statement will, at the date it is first mailed to the shareholders of the Company, at any time it is amended or supplemented, and at the time of the Company Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation or warranty is made by Parent, Dell or Merger Sub with respect to statements made or incorporated by reference therein based on information supplied, or required to be supplied, by or on behalf of the Company specifically for inclusion or incorporation by reference in the Form S-4 or Proxy Statement. The Form S-4 and the Proxy Statement will, with respect to information regarding Parent, comply as to form in all material respects with the requirements of the Securities Act and the Exchange Act, respectively.

(f) Litigation. Except for Transaction Litigation to the extent Parent, Dell or Merger Sub is a defendant therein, there are no Actions pending or, to the Knowledge of Parent, threatened, against Parent, Dell or Merger Sub or any of their respective Subsidiaries or any of their respective properties, rights or assets or any of the officers or directors of Parent, in their capacities as officers or directors of Parent, except, in each case, for those that, individually or in the aggregate, have not had, and would not reasonably be expected to have a material adverse effect on the ability of Parent, Dell or Merger Sub to perform its obligations under this Agreement. Except with respect to Transaction Litigation to the extent Parent, Dell or Merger Sub is a defendant therein, none of Parent, Dell, Merger Sub or any of their respective Subsidiaries or any of their respective properties, rights or assets is subject to any Order, except for those that, individually or in the aggregate, have not had, and would not reasonably be expected to have a material adverse effect on the ability of Parent, Dell or Merger Sub to perform its obligations under this Agreement.

(g) Financing. Parent has delivered to the Company a complete and accurate copy of (i) executed common stock purchase agreements, dated the date hereof (the "Common Equity Purchase Agreements"), from each of Michael S. Dell, Susan Lieberman Dell Separate Property Trust, MSDC Denali Investors, L.P., MSDC Denali EIV, LLC, Silver Lake Partners III, L.P. and Silver Lake Partners IV, L.P., pursuant to which each of the foregoing lenders, respectively, has committed, subject to the terms and conditions thereof, to provide the common equity financing set forth in the applicable Common Equity Purchase Agreement (the "Common Equity Financing"), and (ii) an executed commitment letter (including all exhibits, schedules, annexes and amendments thereto in effect as of the date of this Agreement, and each fee letter (each, a "Fee Letter") associated therewith which Fee Letter has been redacted in a customary manner solely with respect to fee amounts, yield or interest rate caps, original issue discount amounts and "flex" and "securities demand" terms and other similar economic terms that are confidential and do not adversely affect the enforceability, availability or conditionality of or the aggregate amount of net proceeds available under the Debt Financing), dated the date hereof (the "Debt Commitment Letter" and, together with the Common Equity Purchase Agreements the "Commitment Papers") from Credit Suisse AG, Cayman Islands Branch, Credit Suisse Securities (USA) LLC, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC, Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Bank PLC, Citigroup Global Markets Inc., Goldman Sachs Bank USA, Deutsche Bank AG New York Branch, Deutsche Bank AG Cayman Islands Branch, Royal Bank of Canada and RBC Capital Markets, pursuant to which each of such persons has committed, subject to the terms and conditions thereof, to provide the debt financing set forth therein (the "Debt Financing" and, together with the Common Equity Financing, the "Financing"). As of the date of this Agreement, (i) the Commitment Papers have not been amended, restated or otherwise modified or waived in any respect, (ii) the respective commitments contained in the Commitment Papers have not been terminated, withdrawn, modified, repudiated or rescinded in any respect and no such amendment, restatement, modification, waiver, withdrawal, repudiation or rescission is contemplated (other than any such amendment, restatement or modification to add Financing Sources, lead arrangers, bookrunners, syndication agents or similar entities who have not executed the Debt Commitment Letter as of the date hereof), and (iii) except as expressly set forth in the Commitment Papers, there are no side letters or Contracts or understandings related to the funding or investing, as applicable, of the full amount of the Financing (or any portion thereof). As of the date of this Agreement, the Commitment Papers are in full force and effect and constitute the valid and legally binding obligation of each of Parent and, to the Knowledge of Parent, the other parties thereto, enforceable in accordance with their respective terms, subject to the Bankruptcy and Equity Exception. As of the date of this Agreement, there are no conditions precedent or other contingencies to the funding of the full amount of the Financing (or any portion thereof) other than as expressly set forth in the Commitment Papers. Assuming the satisfaction of the conditions set forth in Section 6.01 and Section 6.02, the net proceeds of the Common Equity Financing and the Debt Financing, together with (A) Parent's and Dell's available cash on hand and the proceeds of loans available under existing revolving credit facilities of Parent and Dell, in each case, to the extent permitted to be used without restriction, for the purpose of financing the transactions contemplated by this Agreement on the Closing Date, and (B) the Target Amount of Cash on Hand to be made available by the Company at the Effective Time, will, in the aggregate, be sufficient for the satisfaction of all of Parent's obligations under this Agreement, including the payment of any amounts required to be paid pursuant to Article II, the repayment, redemption, discharge or refinancing of any indebtedness required by the Debt Commitment Letter, and the payment of all fees and expenses incurred in connection with the transactions contemplated by this Agreement, including the Financing, and required to be paid on or prior to the date of the Closing. As of the date of this Agreement, assuming the satisfaction of the conditions set forth in Section 6.01 and Section 6.02, no event has occurred or circumstance exists which would constitute a breach or default (or an event which with notice or lapse of time or both would constitute a default), in each case, on the part of Parent or, to the Knowledge of Parent, any other party to the Commitment Papers, under the Commitment Papers or would otherwise result in any portion of the Financing not being available. As of the date of this Agreement, assuming the satisfaction of the conditions set forth in Section 6.01 and Section 6.02, Parent has no reason to believe that it will be unable to satisfy, on a timely basis, any term or condition to be satisfied by it or its Subsidiaries contained in the Commitment Papers or that the full amounts committed pursuant to each of the Commitment Papers will not be available on or before the date of the Closing. Parent has fully paid all fees required to be paid on or prior to the date of this Agreement pursuant to the Debt Commitment Letter, and there

are no fees required to be paid pursuant to the Common Equity Purchase Agreements. Dell and its Subsidiaries have available cash on hand and available borrowing capacity under existing revolving credit facilities in an aggregate amount no less than the amount of the Reverse Termination Fee, in each case, available without restriction for the purpose of paying (A) in full the Reverse Termination Fee if and when due and payable in accordance with this Agreement or (B) if the Alternative Reverse Termination Fee is payable in lieu of the Reverse Termination Fee, available without restriction for the purpose of paying a portion of the Alternative Reverse Termination Fee no less than the amount of the Reverse Termination Fee (provided that the foregoing representation as to Dell's available cash on hand and borrowing capacity shall not impair the Company's rights to seek payment in full of the Alternative Reverse Termination Fee, if and when due and payable in accordance with this Agreement).

(h) Class V Common Stock. Except for shares of Class V Common Stock contemplated to be issued pursuant to this Agreement or as set forth on Section 3.02(h) of the Parent Disclosure Letter, (x) there are not issued, reserved for issuance or outstanding (A) any shares of Class V Common Stock, (B) any securities of Parent or any of its Subsidiaries convertible into or exchangeable or exercisable for shares of Class V Common Stock, (C) any warrants, calls, options or other rights to acquire from Parent or any of its Subsidiaries, or any obligation of Parent or any of its Subsidiaries to issue, any shares of Class V Common Stock or securities convertible into or exchangeable or exercisable for shares of Class V Common Stock or (D) any stock appreciation rights, "phantom" stock rights, performance units, rights to receive shares of Class V Common Stock on a deferred basis or other rights that are linked to the value of Class V Common Stock and (y) there are not any outstanding obligations of Parent or any of its Subsidiaries to repurchase, redeem or otherwise acquire any shares of Class V Common Stock or to issue, deliver or sell, or cause to be issued, delivered or sold, any such shares of Class V Common Stock. All shares of Class V Common Stock, when issued hereunder, will be duly authorized, validly issued, fully paid and nonassessable, and will not be subject to or issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right and will be issued free and clear of Liens (other than Liens for current Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established, and any restrictions on transfer imposed by applicable securities Laws).

(i) Financial Statements. Prior to the date of this Agreement, Parent has provided to the Company true and correct copies of (i) the audited consolidated financial statements of Parent (including the balance sheet, and statements of operations and cash flows) as of and for the period ended January 30, 2015, (ii) the unaudited consolidated financial statements of Parent (including the balance sheet, and statements of operations and cash flows) as of and for the period ended July 31, 2015, (iii) the audited consolidated financial statements of Dell (including the balance sheet, and statements of operations and cash flows) as of and for the period ended January 30, 2015, (iv) the unaudited consolidated financial statements of Dell (including the balance sheet, and statements of operations and cash flows) as of and for the period ended July 31, 2015 (the statements set forth in clauses (i) and (ii), the "Parent Financial Statements" and the statements set forth in clauses (iii) and (iv), the "Dell Financial Statements"). The Parent Financial Statements and the Dell Financial Statements were prepared in all material respects in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly presented in all material respects the consolidated financial position of Parent and its Subsidiaries or Dell and its Subsidiaries, as applicable, as of the dates thereof and the results of their operations and cash flows for the periods then ended (subject, in the case of unaudited financial statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto). Except as disclosed, reflected or reserved against in the balance sheet of Parent and its Subsidiaries as of July 31, 2015, neither Parent nor any of its Subsidiaries has any liabilities or obligations of any nature (whether absolute, accrued, known or unknown, contingent or otherwise) that would be required by GAAP to be reflected on a consolidated balance sheet (or the notes thereto) of Parent and its Subsidiaries as of July 31, 2015, nor, to the Knowledge of Parent, does any basis exist therefor, other than (A) liabilities or obligations incurred since July 31, 2015 in the ordinary course of business consistent with past practice, (B) liabilities or obligations incurred pursuant to Contracts entered into after the date hereof not in violation of this Agreement, (C) liabilities or obligations incurred in connection with this Agreement or any of

the transactions contemplated hereby or (D) liabilities or obligations that, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(j) Brokers and Other Advisors. No broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Parent, Dell or Merger Sub that would be required to be paid by the Company or any of its Subsidiaries prior to the Closing or that will be allocated to the shares of Class V Common Stock. None of Parent, Dell, Merger Sub or any of their respective Affiliates has entered into any Contract, arrangement or understanding with any person (i) awarding any person any financial advisory role on an exclusive basis that would prevent such person from acting as financial advisor in connection with an Acquisition Proposal or (ii) solely with respect to the Financing Sources for the Debt Financing, prohibiting or seeking to prohibit such person from providing or seeking to provide financing to any person in connection with an Acquisition Proposal.

(k) Prior Activity; Capitalization of Merger Sub. Merger Sub is newly formed and has not conducted any business prior to the date of this Agreement, nor has Merger Sub, prior to the Effective Time, had assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement. As of the date hereof, the authorized capital stock of Merger Sub consists of 1000 shares of common stock, par value $0.01 per share, ten (10) shares of which are validly issued and outstanding. All of the issued and outstanding capital stock of Merger Sub is directly owned by Parent. Merger Sub has no outstanding options, warrants, rights, or any other agreement pursuant to which any person other than Parent may directly or indirectly acquire any equity security of Merger Sub.

(l) Solvency. None of Parent, Dell or Merger Sub is entering into this Agreement with the actual intent to hinder, delay or defraud either present or future creditors of the Surviving Corporation. Assuming (i) the accuracy in all material respects of the representations and warranties of the Company contained in Section 3.01 and in any certificate delivered pursuant to the terms hereof, (ii) the performance in all material respects by the Company of its obligations hereunder, (iii) the Company's and VMware's financial statements (including the related notes) included in the Company SEC Documents or the VMware SEC Documents fairly presented in all material respects the consolidated financial condition of the Company and its Subsidiaries or of VMware and its Subsidiaries (as applicable) as of the end of the period covered thereby and the consolidated results of operations of the Company and its Subsidiaries or of VMware and its Subsidiaries (as applicable) for the periods covered thereby (subject, in the case of unaudited financial statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto), (iv) any estimates, projections or forecasts of the Company and its Subsidiaries delivered by the Company and its Subsidiaries have been prepared in good faith based upon assumptions that were and continue to be reasonable and (v) the satisfaction of the conditions to Parent's obligations to consummate the transactions contemplated by this Agreement, Parent and the Company will, immediately after giving effect to the transactions contemplated by this Agreement (including the Financing and the payment of any amounts required to be paid pursuant to ARTICLE II, the repayment, redemption, discharge or refinancing of any indebtedness required as a result of consummation of the Merger, and the payment of all fees and expenses incurred in connection with the transactions contemplated by this Agreement, including the Financing), be Solvent. "Solvent" means that, as of any date of determination and with respect to any person: (x) the present fair saleable value of the properties, rights and assets of such person and its Subsidiaries exceeds the total liabilities of such person and its Subsidiaries (including a reasonable estimate of the contingent liabilities that would be recorded in accordance with GAAP), (y) the capital of such person and its Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of such person and its Subsidiaries, taken as a whole, and (z) such person and its Subsidiaries, taken as a whole, do not have debts beyond their ability to pay such debts as they mature in the ordinary course of business.

(m) Tax Treatment. As of the date of this Agreement, neither Parent nor any of its Subsidiaries has taken or agreed to take any action, and to the Knowledge of Parent there are no facts, agreements, plans or other circumstances, that would reasonably be expected to prevent or impede the Merger, taken together with related transactions, from qualifying as an exchange described in Section 351 of the Code.

ARTICLE IV

COVENANTS RELATING TO THE BUSINESS

Section 4.01 Conduct of Business.

(a) Conduct of Business by the Company. During the period from the date of this Agreement to the Effective Time, except (x) as required by applicable Law, (y) as required or expressly contemplated or permitted by this Agreement or (z) as set forth in Section 4.01(a) of the Company Disclosure Letter or as consented to in writing in advance by Parent (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall, and shall cause each of its Subsidiaries to, use commercially reasonable efforts to carry on its business in the ordinary course consistent with past practice prior to the Closing and, to the extent consistent therewith, use commercially reasonable efforts to preserve in all material respects its current business organization and goodwill, keep available the services of its current officers, employees and consultants and preserve in all material respects its relationships with customers, suppliers, licensors, licensees, distributors, others having material business dealings with it and Governmental Entities having regulatory dealings with it. In addition to and without limiting the generality of the foregoing, during the period from the date of this Agreement to the Effective Time, except (x) as required by applicable Law, (y) as required or expressly contemplated or permitted by this Agreement or (z) as set forth in Section 4.01(a) of the Company Disclosure Letter, the Company shall not, and shall cause each of its Subsidiaries not to, without Parent's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); provided, that, VMware, Pivotal Software, Inc., a Delaware corporation ("Pivotal"), and their respective Subsidiaries shall not be considered Subsidiaries of the Company for which the Company is obligated to cause to comply with this Section 4.01(a) except as set forth on Section 4.01 of the Company Disclosure Letter (but subject to the restrictions set forth in Section 4.01(b) (with respect to VMware) and Section 4.01(c) (with respect to Pivotal)):

(i) (x) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any of its capital stock, other than dividends or distributions by a direct or indirect wholly owned Subsidiary of the Company to its shareholders and except for regular quarterly dividends by the Company of up to $0.115 per share of Company Common Stock (subject to equitable adjustment for any reclassification, stock split (including a reverse split), stock dividend or distribution, recapitalization, merger, subdivision, issuer tender or exchange offer, or other similar transaction) in each case with usual declaration, record and payment dates in accordance with past dividend practice, (y) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (z) purchase, redeem or otherwise acquire any shares of its capital stock or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities, except for purchases, redemptions or other acquisitions of capital stock or other securities (1) required by the terms of the Company Stock Plans, (2) required by the terms of any plans, arrangements or Contracts existing on the date hereof between the Company or any of its Subsidiaries and any director or employee of the Company or any of its Subsidiaries (to the extent complete and accurate copies of which have been heretofore delivered to Parent), (3) in connection with the issuance of Company Common Stock upon the net exercise of Company Stock Options or net settlement of Company RSU Awards or Company PSU Awards (including in connection with withholding for Taxes) outstanding as of the date hereof or upon the forfeiture, cancellation, retirement or other deemed acquisition of awards issued under the Company Stock Plans not involving any payment of cash or other consideration therefor or (4) in transactions solely between the Company and any direct or indirect wholly-owned Subsidiaries of the Company or among direct or indirect wholly-owned Subsidiaries of the Company;

(ii) issue, deliver, sell, grant, pledge or otherwise encumber or subject to any Lien (other than Liens for current Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established, and any restrictions on transfer imposed by applicable securities Laws) any shares of its capital stock, any other voting securities or any securities convertible into or exercisable for, or any

rights, warrants or options to acquire, any such shares, voting securities or convertible securities, or any "phantom" stock, "phantom" stock rights, stock appreciation rights or stock based performance units (other than the issuance of shares of Company Common Stock upon the exercise of Company Stock Options, settlement of Company RSU Awards or Company PSU Awards or purchase rights under the Company ESPP, in each case outstanding on the date hereof and in accordance with their terms on the date hereof);

(iii) amend the Company Articles or the Company Bylaws or other comparable charter or organizational documents of any of the Company's Subsidiaries;

(iv) directly or indirectly acquire (x) by merging or consolidating with, by purchasing a substantial portion of the assets of, by making an investment in or capital contribution to, or by any other manner, any person or division, business or equity interest of any person or (y) any properties, rights or assets, except, in each case, for (1) capital expenditures, which shall be subject to the limitations of clause (vii) below, (2) acquisitions, investments or capital contributions not exceeding $200,000,000 in the aggregate and (3) purchases of marketable securities by or on behalf of the Company or its Subsidiaries for cash management purposes in the ordinary course of business, consistent with past practice, and, except, in the case of clause (y), acquisitions of inventory, merchandise, products or services in the ordinary course of business, consistent with past practice;

(v) sell, pledge, dispose of, transfer, abandon, lease, license, allow to lapse or expire, or otherwise encumber or subject to any Lien (other than Permitted Liens) any properties, rights or assets, of the Company or any of its Subsidiaries, except (1) sales, pledges, dispositions, transfers, abandonments, leases, licenses, lapses, expirations, or encumbrances required to be effected prior to the Effective Time pursuant to existing Contracts that are not material to the Company and its Subsidiaries, taken as a whole, (2) non-material leases or licenses in the ordinary course of business consistent with past practice, (3) transactions solely among the Company and/or its wholly owned Subsidiaries, (4) sales, dispositions, transfers, leases or licenses of products or services of the Company or any of its Subsidiaries to third parties in the ordinary course of business consistent with past practice and (5) sales, pledges, dispositions, transfers, abandonments, leases, licenses, lapses, expirations or encumbrances of properties, rights or assets of the Company or any of its Subsidiaries having a value not to exceed $125,000,000 in the aggregate;

(vi) (x) redeem, repurchase, prepay, defease, cancel, incur or otherwise acquire, or modify in any material respect the terms of, any indebtedness for borrowed money or assume, guarantee or endorse, or otherwise become responsible for, any such indebtedness of another person, issue or sell any debt securities or calls, options, warrants or other rights to acquire any debt securities of the Company or any of its Subsidiaries, enter into any "keep well" or other Contract to maintain any financial statement condition of another person or enter into any arrangement having the economic effect of any of the foregoing (in each case, other than indebtedness for borrowed money of no more than $200,000,000 in the aggregate (inclusive of any prepayment premium, make-whole, penalty or similar payment) or indebtedness for borrowed money under the Commercial Paper Debt (inclusive of any prepayment premium, make-whole, penalty or similar payment) or pursuant to the Revolving Credit Facility (in the case of the Revolving Credit Facility, not in excess of aggregate commitments thereunder as in effect on the date of this Agreement plus any increases in commitments permitted under the Revolving Credit Facility as in effect on the date of this Agreement and inclusive of any prepayment premium, make-whole, penalty or similar payment), in each case only if such indebtedness is prepayable at closing without premium, make-whole, penalty or similar payment) or (y) except as set forth in Section 4.01(a)(vi)(y) of the Company Disclosure Letter, make any loans or advances to any person which would cause the aggregate principal amount of all loans and advances made by the Company and its Subsidiaries (other than VMware and its Subsidiaries) after the date of this Agreement to exceed $25,000,000;

(vii) incur any capital expenditures in excess of $180,000,000 in the aggregate in any fiscal quarter;

(viii) except for Transaction Litigation (which shall be subject to Section 5.10) or as required by any judgment by a court of competent jurisdiction, (x) pay, discharge, settle or satisfy any Actions, other than the payment, discharge, settlement or satisfaction of less than $10,000,000 individually or $30,000,000 in the aggregate or (y) in order to settle or satisfy any Action, waive or assign to a third party any claims or rights of the Company or any Subsidiary of the Company asserted by the Company or any Subsidiary of the Company to have a value in excess of $10,000,000 individually or $30,000,000 in the aggregate;

(ix) (x) other than in the ordinary course of business, consistent with past practice, enter into, materially modify, terminate or cancel any Contract that is or would have been if in existence on the date of this Agreement a Material Contract, or waive, release or assign any material rights or claims thereunder or (y) enter into, modify, amend or terminate any Contract or waive, release or assign any material rights or claims thereunder, which if so entered into, modified, amended, terminated, waived, released or assigned would reasonably be expected to prevent or materially delay or impair the consummation of the Merger and the other transactions contemplated by this Agreement;

(x) except as required to comply with any Company Benefit Plan or other Contract entered into prior to the date hereof or thereafter in accordance with this Section 4.01(a) or as contemplated under Section 5.11, (1) adopt, enter into, terminate or amend any Company Benefit Plan except for any amendment that would not result in a material increase to the cost to the Company under such Company Benefit Plan (or any plan, agreement, program, policy, trust, fund or other arrangement that would be a material Company Benefit Plan if it were in existence as of the date of this Agreement) and except for the issuance of offer letters in the ordinary course, consistent with past practice, in connection with hiring employees to the extent permitted by the terms of this Agreement, (2) grant any severance or termination pay to, or increase the compensation or fringe benefits of any Company Personnel, except for (A) annual base salary increases in the ordinary course of business consistent with past practice with respect to Company Personnel who are not Key Personnel and (B) payment of annual bonuses for the 2015 calendar year and establishment of annual bonus opportunities for the 2016 calendar year, in each case, in the ordinary course of business consistent with past practice, (3) loan or advance any money to any Key Personnel, (4) allow for the commencement of any new offering periods under the Company ESPP, (5) remove or accelerate the lapse of any existing vesting restrictions in any Company Benefit Plans or awards made thereunder, (6) take any action to fund the payment of nonqualified deferred compensation or severance benefits under any Company Benefit Plan, or (7) materially change any actuarial or other assumption used to calculate funding obligations with respect to any Company Benefit Plan that is a defined benefit pension plan or materially change the manner in which contributions to any such Company Benefit Plan are made or the basis on which such contributions are determined;

(xi) recognize any labor organization (not including any non-U.S. trade union or works council) as the representative of any employees of the Company or any of its Subsidiaries, or enter into, materially modify, materially amend or terminate any collective bargaining agreement with any labor organization;

(xii) except in accordance with GAAP and as advised by the Company's regular independent public accountant, (A) revalue any assets or liabilities of the Company or any of its Subsidiaries that are material to the Company and its Subsidiaries, taken as a whole or (B) make any material change in accounting methods, principles or practices;

(xiii) effect or permit a "plant closing" or "mass layoff" as those terms are defined in the WARN Act without complying with the notice requirements and all other provisions of the WARN Act, to the extent applicable;

(xiv) authorize, recommend or announce an intention to adopt a plan of complete or partial liquidation or dissolution of the Company or any of its Subsidiaries;

(xv) outside of the ordinary course of the Company's administration of its Tax matters, change any material method of Tax accounting in respect of recognition of income, settle any material Tax audit, claim or proceeding, change any material Tax election or file any amended material Tax Return;

(xvi) fail to acquire additional shares of VMware Common Stock if such failure would cause VMware to cease to be a member of the affiliated group of corporations filing a consolidated tax return with the Company for purposes of Section 1502 of the Code and the regulations thereunder; or

(xvii) authorize any of, or commit, resolve or agree to take any of, the foregoing actions.

(b) Actions with Respect to VMware. During the period from the date of this Agreement to the Effective Time, except as required by applicable Law, the Company shall not, and shall cause any of its Subsidiaries that are record or beneficial owners of shares of VMware Common Stock not to, without Parent's prior written consent (which consent, in the case of clauses (v)–(vii) below (and, to the extent applicable to any of clauses (v)–(vii) below, clause (viii) below) shall not be unreasonably withheld, conditioned or delayed):

(i) sell, pledge, dispose of, transfer, abandon, lease or otherwise encumber or subject to any Lien (other than Liens for current Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established, and any restrictions on transfer imposed by applicable securities Laws), any shares of VMware Common Stock or any of the VMware Promissory Notes;

(ii) purchase or otherwise acquire any shares of VMware Common Stock other than in order to cause VMware to continue to be a member of the affiliated group of corporations filing a consolidated tax return with the Company for purposes of Section 1502 of the Code and the regulations thereunder;

(iii) convert any shares of VMware Class B Common Stock into shares of VMware Class A Common Stock;

(iv) vote to approve or provide any consent to (A) any action under Article VI of the Amended and Restated Certificate of Incorporation of VMware (the "VMware Certificate"), (B) any amendment to the VMware Certificate or the Amended and Restated Bylaws of VMware, (C) any sale, transfer, lease or other disposition of all or substantially all of the assets of VMware or (D) any other action submitted to a vote of the VMware stockholders other than the ratification of the appointment of VMware's independent auditors and the election of directors pursuant to Section 4.01(b)(v);

(v) take any action as a stockholder of VMware to remove or appoint (other than to fill vacancies) any directors of VMware other than the re-election of those Class I Members (as defined in the VMware Certificate) and Class II (as defined in the VMware Certificate) directors who will be standing for reelection at the 2016 annual meeting;

(vi) take any other action by written consent as a stockholder of VMware;

(vii) enter into, amend, cancel, supplement or otherwise modify any agreement with VMware or its Subsidiaries other than transactions entered into in the ordinary course of business, consistent with past practice (it being understood that any amendment, cancellation, supplement or modification to or waiver of the VMware Intercompany Agreements or the VMware Promissory Notes or any Contract governing the transaction referred to on Section 4.01(b)(vii) of the Company Disclosure Letter shall not be considered a transaction entered into in the ordinary course of business, consistent with past practice); or

(viii) authorize any of, or commit, resolve or agree to take any of, the foregoing actions.

(c) Actions with Respect to Pivotal. During the period from the date of this Agreement to the Effective Time, except as required by applicable Law, the Company shall not, and shall cause any of its Subsidiaries (other than VMware and its Subsidiaries) that are registered owners of shares of capital stock of Pivotal, not to, without

Parent's prior written consent (which consent, in the case of clause (v)-(vi) below (and, to the extent applicable to clause (v)-(vi) below, clause (vii) below) shall not be unreasonably withheld, conditioned or delayed):

(i) sell, pledge, dispose of, transfer, abandon, lease or otherwise encumber or subject to any Lien (other than Liens for current Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established, and any restrictions on transfer imposed by applicable securities Laws), any shares of capital stock of Pivotal;

(ii) (x) purchase, redeem or otherwise acquire any shares of (A) Series A Preferred Stock, par value $0.01 per share of Pivotal (the "Pivotal Series A Preferred Stock"), (B) Class A Common Stock, par value $0.01 per share of Pivotal (the "Pivotal Class A Common Stock") or (C) Class B Common Stock, par value $0.01 per share of Pivotal (the "Pivotal Class B Common Stock") or any other securities of Pivotal or its Subsidiaries or (y) make any loans or advances to, or investments in, Pivotal or any of its Subsidiaries;

(iii) convert any shares of Pivotal Series A Preferred Stock into shares of Pivotal Class B Common Stock;

(iv) vote to approve or provide any consent to (A) any action under Article VII of the Certificate of Incorporation of Pivotal or the Second Amended and Restated Shareholders' Agreement, dated as of August 23, 2015, by and among Pivotal, the Company, VMware, GE Energy Europe B.V. and General Electric Company (the "Pivotal Shareholders Agreement"), (B) any amendment to the Certificate of Incorporation of Pivotal or the Pivotal Shareholders Agreement or (C) any other action submitted to a vote of the Pivotal stockholders;

(v) take any other action by written consent as a stockholder of Pivotal;

(vi) enter into, amend, cancel, supplement or otherwise modify any agreement with Pivotal or its Subsidiaries other than transactions entered into in the ordinary course of business, consistent with past practice; or

(vii) authorize any of, or commit, resolve or agree to take any of, the foregoing actions.

Section 4.02 Solicitation by the Company.

(a) Notwithstanding any provision of this Agreement to the contrary, during the period beginning on the date of this Agreement and continuing until 11:59 p.m. (Eastern time) on December 11, 2015 (the "No-Shop Period Start Date"), the Company and its Subsidiaries and their respective Representatives shall have the right to, directly or indirectly through another person, (i) solicit, initiate, encourage or facilitate or assist or cooperate with respect to, any Acquisition Proposal from any person that is not an Affiliate of the Company or the making thereof and (ii) enter into, continue or otherwise participate in any discussions or negotiations with, or furnish any information or data in connection with, any Acquisition Proposal to any person that is not an Affiliate of the Company pursuant to a customary confidentiality agreement on terms, that taken as a whole, are not materially more favorable to such person than the provisions of the Confidentiality Agreement (it being understood that such confidentiality agreement need not contain a standstill provision or otherwise prohibit the making, or amendment, of an Acquisition Proposal) and which does not prohibit the Company from complying with its obligations under this Agreement (an "Acceptable Confidentiality Agreement"), provided, that all such information and data has previously been provided to Parent or is provided to Parent prior to or substantially concurrent with the time it is provided to such person. No later than 24 hours after the No-Shop Period Start Date, the Company shall notify Parent in writing of the identity of each person from whom the Company has received an Acquisition Proposal prior to the No-Shop Period Start Date that has not been withdrawn and for which the Board of Directors of the Company determines in good faith (after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation) constitutes or would reasonably be expected to lead to a Superior Proposal and provide to Parent (x) a copy of any such Acquisition Proposal made in writing

and any other written terms or proposals provided (including financing commitments) to the Company or any of its Subsidiaries and (y) a written summary of the material terms of any such Acquisition Proposal not made in writing (including any material terms proposed orally or supplementally).

(b) Except as expressly permitted under Section 4.02(a), from the date of this Agreement the Company agrees that neither it nor any of its Subsidiaries shall, and the Company shall cause its and its Subsidiaries' Representatives not to, directly or indirectly through another person, (i) solicit, initiate or knowingly encourage, or knowingly facilitate or knowingly induce, the making of any Acquisition Proposal, or the making of any inquiry, offer or proposal that would reasonably be expected to lead to, any Acquisition Proposal, (ii) enter into, facilitate, continue or otherwise participate or engage in any discussions or negotiations regarding, or furnish to any person any information or data or afford access to the business, directors, officers, employees, properties, facilities, assets, contracts, books or records of the Company or any of its Subsidiaries to any person in connection with any Acquisition Proposal, (iii) enter into any agreement relating to any Acquisition Proposal (other than an Acceptable Confidentiality Agreement prior to the No-Shop Period Start Date or in accordance with this Section 4.02(b)), (iv) waive, terminate, modify or fail to enforce any provision of any "standstill" or similar obligation of any person (other than Parent) with respect to the Company or any of its Subsidiaries (unless the Company concludes in good faith, after consultation with its outside legal advisors, that the failure to so waive, terminate, modify or fail to enforce would be inconsistent with its fiduciary duties under applicable Law), (v) take any action to make the provisions of any "fair price," "moratorium," "control share acquisition," "business combination" or other similar anti-takeover statute or regulation, or any restrictive provision of any applicable anti-takeover provision in the Company Articles or Company Bylaws, inapplicable to any transactions contemplated by any Acquisition Proposal or (vi) authorize any of, or commit or agree to do any of the foregoing. Without limiting the foregoing, it is agreed that any violation of the restrictions set forth in the preceding sentence by any Representative of the Company or any of its Subsidiaries shall be a breach of this Section 4.02(b) by the Company. On the No-Shop Period Start Date, the Company shall, and shall cause its Subsidiaries and its and their Representatives to, immediately cease and cause to be terminated all existing discussions or negotiations with any person conducted theretofore with respect to any Acquisition Proposal and request the prompt return or destruction of all confidential information previously furnished in connection therewith. Notwithstanding anything in this Section 4.02(b) to the contrary, at any time prior to obtaining the Company Shareholder Approval, in response to a bona fide written Acquisition Proposal from a person that is not an Affiliate of the Company that the Board of Directors of the Company determines in good faith (after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation) constitutes or would reasonably be expected to lead to a Superior Proposal, and which Acquisition Proposal was not solicited after the No-Shop Period Start Date in violation of this Section 4.02(b), the Company may, subject to compliance with this Section 4.02, (x) furnish information or data with respect to the Company and its Subsidiaries to the person that is not an Affiliate of the Company making such Acquisition Proposal (and its Representatives) pursuant to an Acceptable Confidentiality Agreement; provided, that all such information has previously been provided to Parent or is provided to Parent prior to or substantially concurrent with the time it is provided to such person, and (y) participate in discussions or negotiations with the person making such Acquisition Proposal (and its Representatives) regarding such Acquisition Proposal. Notwithstanding the occurrence of the No-Shop Period Start Date, if the Company has received, following the date hereof and prior to the No-Shop Period Start Date, a written Acquisition Proposal that the Board of Directors of the Company determines in good faith (after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation) is or would reasonably be expected to lead to a Superior Proposal, the Company may continue to engage in the activities described in Section 4.02(x) and (y) above with respect to the person who made such Acquisition Proposal and shall not be required to request the prompt return or destruction of all confidential information previously furnished in connection therewith, including with respect to any amended or new proposal submitted by such person following the No-Shop Period Start Date and prior to the obtaining the Company Shareholder Approval, in each case for so long as such Acquisition Proposal continues to qualify as the type of Acquisition Proposal for which the Company would be permitted to engage in the activities described in Section 4.02(x) and (y) above if such Acquisition Proposal had been made after the No-Shop Period Start Date.

The term "Acquisition Proposal" means any inquiry, proposal or offer from any person relating to (i) any direct or indirect acquisition or purchase, in one transaction or a series of related transactions, of assets (including equity securities of any Subsidiary of the Company) or businesses that constitute more than 20% of the consolidated revenues, net income or assets of the Company and its Subsidiaries, taken as a whole, or more than 20% of any class of equity securities of the Company or any Significant Subsidiary of the Company, (ii) any tender offer or exchange offer that if consummated would result in any person beneficially owning more than 20% of any class of equity securities of the Company or any of its Significant Subsidiaries, or (iii) any merger, consolidation, business combination, recapitalization, reorganization, liquidation, dissolution, joint venture, extraordinary dividend or distribution, repurchase or redemption of common stock, share exchange or similar transaction involving the Company, in each of cases (i) through (iii), other than the transactions contemplated by this Agreement.

The term "Superior Proposal" means any bona fide proposal or offer from any person that is not an Affiliate of the Company that if consummated would result in such person (or its stockholders) owning, directly or indirectly, (i) more than 50% of the shares of Company Common Stock then outstanding (or of the shares of the surviving entity in a merger or the direct or indirect parent of the surviving entity in a merger) or (ii) assets (including equity securities of any Subsidiary of the Company) or businesses that constitute more than 50% of the consolidated revenues, net income or assets of the Company and its Subsidiaries, taken as a whole, which the Board of Directors of the Company reasonably determines (after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation), taking into account all financial, legal, timing, regulatory and other aspects of such proposal or offer (including any break-up fee, expense reimbursement provisions, conditions to consummation and financing terms) and the person making the proposal or offer to be more favorable to the shareholders of the Company from a financial point of view than the transactions contemplated by this Agreement (after giving effect to any changes to the financial terms of this Agreement proposed by Parent in writing prior to the time of such determination).

(c) Neither the Board of Directors of the Company nor any committee thereof shall (i) make a Change of Recommendation; or (ii) approve, adopt or recommend, or publicly propose to approve, adopt or recommend, or submit to a vote of the shareholders of the Company a merger agreement, letter of intent, agreement in principle, share purchase agreement, asset purchase agreement, share exchange agreement, option agreement or other similar Contract or any tender offer providing for, with respect to, or in connection with, any Acquisition Proposal (an "Alternative Acquisition Agreement") (whether before or after the No-Shop Period Start Date). Notwithstanding the foregoing, at any time prior to obtaining the Company Shareholder Approval and subject to compliance with Section 4.02(d), the Board of Directors of the Company may (A) make a Change of Recommendation other than in response to an Acquisition Proposal if the Board of Directors of the Company concludes in good faith, after consultation with outside legal advisors, that the failure to take such action would be inconsistent with its fiduciary duties under applicable Law and/or (B) make a Change of Recommendation or terminate this Agreement under Section 7.01(d)(ii) and enter into an Alternative Acquisition Agreement in response to an Acquisition Proposal if (x) the Board of Directors of the Company concludes in good faith (after consultation with its outside legal advisors and a financial advisor of nationally recognized recognition) that such Acquisition Proposal constitutes a Superior Proposal and (y) the Board of Directors of the Company concludes in good faith (after consultation with its outside legal advisors) that the failure to take such action would be inconsistent with its fiduciary duties under applicable Law.

(d) Notwithstanding anything to the contrary contained herein, the Board of Directors of the Company shall not be entitled to exercise its right to make a Change of Recommendation and the Company shall not be entitled to terminate this Agreement under Section 7.01(d)(ii) unless (i) the Company has complied in all material respects with this Section 4.02, (ii) the Company promptly notifies Parent, in writing, at least five (5) Business Days before taking that action, of its intention to take such action (which notification shall specify the details of the event giving rise to the Change of Recommendation and, if applicable, the identity of the person making an Acquisition Proposal that was determined to constitute a Superior Proposal and the material terms thereof, together with copies of any written offer or proposal, proposed definitive agreement, proposed or

committed financing documentation and any other related documents in respect of such Acquisition Proposal), (iii) during such five (5)-Business Day period, if requested by Parent, the Company and its Representatives shall meet and engage in good faith negotiations with Parent and its Representatives to amend the terms and conditions of this Agreement in such a manner as would permit the Board of Directors of the Company or the Company to not take such actions, and (iv) following the end of such five (5)-Business Day period, the Board of Directors of the Company shall have determined in good faith, after consultation with its outside legal advisors, and taking into account any changes to the terms of this Agreement proposed by Parent following any notice provided pursuant to this Section 4.02(d) or otherwise, that the failure to take such action would continue to be inconsistent with its fiduciary duties under applicable Law and, in the case of a Change of Recommendation in response to an Acquisition Proposal or termination under Section 7.01(d)(ii), after consultation with a financial advisor of nationally recognized reputation, that the Acquisition Proposal giving rise to such notice continues to constitute a Superior Proposal; provided, however, that if (A) the Company receives an Acquisition Proposal pursuant to which the Board of Directors of the Company determines in good faith, after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation, that, if consummated, would result in the holders of Company Common Stock receiving consideration valued at 115% or more of the Merger Consideration (measured as the cash or fair market value of the applicable consideration), and (B) the Board of Directors of the Company determines that such Acquisition Proposal constitutes a Superior Proposal, then the requirements of this Section 4.02(d) shall not apply to such Acquisition Proposal, any amendment thereof or any new Acquisition Proposal from such person meeting the requirements set forth in clause (A) of this proviso; provided, further, that any amendment to the financial terms or other material terms or conditions (including the provision of financing) of the Acquisition Proposal which was determined to constitute a Superior Proposal (other than an Acquisition Proposal described in clause (A) of the foregoing proviso) shall require a new written notification from the Company and an additional two (2)-Business Day period that (other than as to the five (5) Business Day time periods set forth herein) satisfies this Section 4.02(d).

(e) In addition to the obligations of the Company set forth in clauses (a), (b), (c) and (d) of this Section 4.02, after the No-Shop Period Start Date the Company shall as promptly as practicable (and in any event within 24 hours after receipt) notify Parent orally and in writing of any Acquisition Proposal (other than an Acquisition Proposal received prior to the No-Shop Period Start Date which was withdrawn prior to the No-Shop Period Start Date), such notice to include the identity of the person making such Acquisition Proposal and a copy of such Acquisition Proposal, including draft agreements or term sheets, financing commitments and other related documents submitted in connection therewith (or, where no such copy is available, a reasonably detailed written description of such Acquisition Proposal), including any material modifications thereto. Following the No-Shop Period Start Date, the Company shall (x) keep Parent reasonably informed in all material respects of the status and details (including any change to the terms thereof) of any Acquisition Proposal and (y) provide to Parent as soon as reasonably practicable after receipt or delivery thereof copies of all correspondence and other written material sent or provided to the Company or any of its Subsidiaries from any person that describes any of the terms or conditions of any Acquisition Proposal. The Company shall not, and shall cause the Company's Subsidiaries not to, enter into any Contract with any person subsequent to the date of this Agreement that prohibits the Company from providing such information or the information contemplated by the last sentence of Section 4.02(a) to Parent or otherwise limits or impairs the Company's or its Subsidiaries' or Representatives' ability to comply with their respective obligations in this Section 4.02.

(f) Nothing contained in this Section 4.02 shall prohibit the Company from taking and disclosing to its shareholders a position contemplated by Rule 14e-2(a)(2) or (3) under the Exchange Act or making a statement required under Rule 14d-9 under the Exchange Act; provided, however, that any such disclosure or statement will be subject to the terms and conditions of this Agreement, including this Section 4.02.

(g) Notwithstanding anything herein to the contrary, VMware and its Subsidiaries shall not be considered a Subsidiary of the Company required to comply or for which the Company is obligated to cause to comply with this Section 4.02; provided, however that the Company and its other Subsidiaries and their respective Representatives shall not, directly or indirectly through another person, encourage, cause, recommend,

or facilitate (x) the taking of any action by VMware or its Subsidiaries of the type contemplated by Section 4.02(b) with respect to an Acquisition Proposal related to the Company and provided, further, that for the purposes of this Section 4.02, directors of VMware who are also directors of the Company shall not constitute Representatives of the Company, to the extent acting in the capacities as directors of VMware, (y) the making of an Acquisition Proposal by VMware or its Subsidiaries or (z) the solicitation, initiation or knowing encouragement by VMware or its Subsidiaries, or knowing facilitation or knowing inducement by VMware or its Subsidiaries, of (1) the making of any Acquisition Proposal by any other person, or (2) the making of any inquiry, offer or proposal that would reasonably be expected to lead to, any Acquisition Proposal by any other person.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.01 Preparation of the Form S-4 and the Proxy Statement; Shareholders' Meetings.

(a) As promptly as reasonably practicable after the execution of this Agreement, (i) the Company (with Parent's reasonable cooperation) shall prepare and file with the SEC the proxy statement (together with the letter to shareholders, notice of meeting and form of proxy and any other document incorporated by reference therein, each as amended or supplemented from time to time, the "Proxy Statement") to be sent to the shareholders of the Company relating to the meeting of the Company's shareholders to be held to consider approval of this Agreement (the "Company Shareholders' Meeting") and (ii) Parent shall prepare (with the Company's reasonable cooperation) and file with the SEC a registration statement on Form S-4 (as amended or supplemented from time to time, the "Form S-4"), in which the Proxy Statement will be included as a prospectus, in connection with the registration under the Securities Act of the Class V Common Stock to be issued in the Merger. Each of Parent and the Company shall use its reasonable best efforts to have the Form S-4 declared effective under the Securities Act as promptly as reasonably practicable after such filing and, prior to the effective date of the Form S-4, Parent shall take all action reasonably required (other than qualifying to do business in any jurisdiction in which it is not now so qualified or filing a general consent to service of process in any such jurisdiction) to be taken under any applicable state securities Laws in connection with the Merger and the issuance of the Class V Common Stock. Each of Parent and the Company shall use its reasonable best efforts to respond as promptly as reasonably practicable to any comments from the SEC with respect to the Form S-4 or the Proxy Statement. Each of Parent and the Company shall furnish all information (including financial information) as may be reasonably requested by the other that is customarily included in a proxy statement or registration statement on Form S-4 prepared in connection with a transaction of the type contemplated by this Agreement or as otherwise required by the SEC or applicable Law, in connection with any such action and the preparation, filing and distribution of the Form S-4 and the Proxy Statement, including in response to any comments from the SEC. As promptly as practicable after the Form S-4 shall have become effective (but in any event not before the No-Shop Period Start Date), the Company shall cause the Proxy Statement to be mailed to its shareholders. Notwithstanding anything to the contrary contained herein, no filing of, or amendment or supplement to, the Form S-4 (or responses to any written comments of the SEC with respect thereto) will be made by Parent, and no filing of, or amendment or supplement to, the Proxy Statement (or responses to any written comments of the SEC with respect thereto) will be made by the Company, in each case without providing the other party a reasonable opportunity to review and comment thereon (including the proposed final version of such document or response) and Parent and the Company will consider in good faith any comments reasonably proposed by the other party and shall not file or mail any such document or respond to any written comments of the SEC prior to receiving the approval of the other, which approval shall not be unreasonably withheld, conditioned or delayed. If at any time prior to the Effective Time any information relating to the Company or Parent, or any of their respective Affiliates, directors or officers, should be discovered by the Company or Parent which should be set forth in an amendment or supplement to either the Form S-4 or the Proxy Statement, so that either such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in

light of the circumstances under which they are made, not misleading, the party that discovers such information shall promptly notify the other parties hereto and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the shareholders of Parent and the Company. The parties shall notify each other promptly of the time when the Form S-4 has become effective, of the issuance of any stop order or suspension of the qualification of the Class V Common Stock issuable in connection with the Merger for offering or sale in any jurisdiction, or of the receipt of any comments from the SEC or the staff of the SEC and of any request by the SEC or the staff of the SEC for amendments or supplements to the Proxy Statement or the Form S-4 or for additional information and shall supply each other with copies of all correspondence between it or any of its Representatives, on the one hand, and the SEC or its staff, on the other hand, with respect to the Proxy Statement, the Form S-4 or the Merger.

(b) The Company shall duly call, give notice of, convene and hold the Company Shareholders' Meeting (with a record date and meeting date to be selected after reasonable consultation with Parent) on a date as soon as reasonably practicable following the effectiveness of the Form S-4 solely for the purpose of (i) obtaining the Company Shareholder Approval and shall, subject to the ability of the Board to make a Change of Recommendation in accordance with Section 4.02(c) and Section 4.02(d), use its reasonable best efforts to solicit the approval of this Agreement by such shareholders (provided that for the avoidance of doubt the making of a Change of Recommendation shall not alter the obligations of the Company to call, give, notice of, convene and hold the Company Shareholder's Meeting or cause the Proxy Statement to be mailed to its shareholders pursuant to Section 5.01(a)) and (ii) in accordance with Section 14A of the Exchange Act and the applicable SEC rules issued thereunder, seeking advisory approval of a proposal to the shareholders of the Company for a non-binding advisory vote to approve certain compensation that may become payable to the Company's named executive officers in connection with the completion of the Merger. Without limiting the foregoing, the Company will use its reasonable efforts to cause the Proxy Statement to be disseminated to the shareholders of the Company as promptly as reasonably practicable (but in no event later than five (5) Business Days) following the later of the effectiveness of the Form S-4 and the No-Shop Period Start Date. Once established, the Company shall not change the record date for the Company Shareholders' Meeting without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned or delayed) or as required by applicable Law. The Board of Directors of the Company shall make the Company Recommendation and shall include such Company Recommendation in the Proxy Statement, and the Board of Directors of the Company and all committees thereof shall not (i) withdraw, modify or qualify (or publicly propose to withdraw, modify or qualify) in any manner adverse to Parent such recommendation, or (ii) make any other public statement in connection with the Company Shareholders' Meeting contrary to such recommendation (any action described in clauses (i) or (ii) being referred to herein as a "Change of Recommendation"); provided, that the Board of Directors of the Company may make a Change of Recommendation in accordance with Section 4.02(c) and Section 4.02(d).

(c) Unless this Agreement is terminated in accordance with its terms prior to the date of the Company Shareholders' Meeting, including pursuant to Section 7.01(d)(ii), (i) the obligation of the Company to call, give notice of, convene and hold the Company Shareholders' Meeting and to hold a vote of the Company's shareholders on the approval of this Agreement and the Merger at the Company Shareholders' Meeting shall not be affected by the commencement, disclosure, announcement or submission to it of any Acquisition Proposal (whether or not a Superior Proposal), or by a Change of Recommendation, and (ii) in any case in which the Company makes a Change of Recommendation pursuant to Section 4.02, (A) the Company shall nevertheless submit this Agreement and the Merger to a vote of its shareholders and (B) any proxy card shall provide that signed proxies which do not specify the manner in which the shares of Company Common Stock subject thereto are to be voted shall be voted "FOR" approving this Agreement).

(d) Immediately following the execution of this Agreement, Parent shall, in its capacity as the sole stockholder of Merger Sub, adopt this Agreement for purposes of the Merger.

Section 5.02 Access to Information; Confidentiality.

(a) To the extent permitted by applicable Law, the Company shall afford (and with respect to access as it relates to VMware and its Subsidiaries, use commercially reasonable efforts to afford) to Parent, and to Parent's Representatives (including, to the extent requested by Parent in accordance with Section 5.13(g), Parent's Financing Sources), reasonable access (including for the purpose of coordinating transition planning with the employees of the Company and its Subsidiaries) during normal business hours and upon reasonable prior notice to the Company during the period prior to the earlier of the Effective Time and the termination of this Agreement to the Company's and its Subsidiaries' properties, books, Contracts, commitments, personnel and records as Parent may from time to time reasonably request, and, during such period, the Company shall furnish promptly (and as it relates to VMware and its Subsidiaries, use commercially reasonable efforts to furnish promptly) to Parent and its Representatives (including, to the extent requested by Parent in accordance with Section 5.13(g), Parent's Financing Sources) all information concerning its and its Subsidiaries' business, properties and personnel as Parent may reasonably request (other than, subject to the requirements of Section 4.02, any such matters that relate to the negotiation and execution of this Agreement, or to transactions potentially competing with or alternative to the transactions contemplated by this Agreement or proposals from other parties relating to any competing or alternative transactions). Nothing in this Section 5.02 shall require the Company or its Subsidiaries to permit any inspection, provide any access or disclose any information that, in the reasonable judgment of the Company, would (A) unreasonably interfere with the Company's or its Subsidiaries' business operations or (B) result in the disclosure of any materials or information subject to the attorney-client privilege, work product doctrine or any other applicable privilege; provided, however, that in each of clauses (A) and (B), the Company uses commercially reasonable efforts to minimize the effects of such restriction or to provide a reasonable alternative to such access.

(b) Each of Parent and the Company shall hold, and shall cause their respective Representatives (as defined in the Confidentiality Agreement) to hold, all information received from the other party, directly or indirectly, in confidence in accordance with, and shall otherwise abide by and be subject to, the terms and conditions of the Confidentiality Agreement dated October 28, 2014 between Parent and the Company (the "Confidentiality Agreement"); provided, however, that (i) the definition of "Representatives" in Section 1 of the Confidentiality Agreement shall be deemed to include any potential debt or equity financing source of Parent or Merger Sub that are not competitors of the Company or its Subsidiaries (it being understood that notwithstanding anything in the Confidentiality Agreement to the contrary, Parent, Merger Sub and their respective Representatives may disclose any information to prospective debt and equity financing sources that are not competitors of the Company or its Subsidiaries in connection with the syndication and marketing of the Financing subject to receipt of customary confidentiality undertakings from such prospective debt and equity financing sources) and (ii) the third sentence of Section 1 of the Confidentiality Agreement and the restrictions set forth in Section 9 of the Confidentiality Agreement shall be inapplicable with respect to any of the transactions set forth in this Agreement or any proposals, negotiations or arrangements by or on behalf of a party permitted by this Agreement (including in response to a notice pursuant to Section 4.02(d)). The Confidentiality Agreement shall survive any termination of this Agreement. No investigation pursuant to this Section 5.02 or information provided or received by any party hereto pursuant to this Agreement will affect any of the representations or warranties of the parties hereto contained in this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, nothing herein shall be read to permit the disclosure of any information that is classified pursuant to Executive Order 13526 or any similar or successor executive order or regulation to any person except as would otherwise be permitted pursuant to the regulations established by NISPOM or any similar regulation.

Section 5.03 Reasonable Best Efforts; Further Action.

(a) Subject to the terms and conditions of this Agreement, each party will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the Merger and the other transactions contemplated by this Agreement as promptly as practicable and in any event on or prior to the Outside Date, including preparing and filing or delivering as promptly as

practicable and advisable (with each party considering in good faith any views or input provided by the other party with respect to the timing thereof) all necessary or advisable filings, information updates, responses to requests for additional information and other presentations required by or in connection with seeking any regulatory approval, exemption, change of ownership approval, or other authorization from, any Governmental Entity, or to obtain, as promptly as practicable, all consents, approvals, clearances, authorizations, termination or expiration of waiting periods, non-actions, waiver, Permits or orders, of or by any Governmental Entity, in each case that are necessary or advisable in connection with the Merger or any of the other transactions contemplated by this Agreement. In furtherance and not in limitation of the foregoing, each party hereto agrees (i) to make an appropriate filing of a Notification and Report Form pursuant to the HSR Act and any other applicable Antitrust Law with respect to the transactions contemplated hereby as promptly as practicable and advisable after the date hereof (with each party considering in good faith any views or input provided by the other party with respect to the timing thereof), (ii) to supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act or any other applicable Antitrust Law and (iii) to use its reasonable best efforts to take or cause to be taken all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods with respect to the approval of the Merger under the HSR Act and any other applicable Antitrust Laws.

(b) Each of Parent and Merger Sub, on the one hand, and the Company, on the other hand, shall, in connection with the efforts referenced in Section 5.03(a) to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under the HSR Act or any other applicable Antitrust Law, use its reasonable best efforts to (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party under applicable Antitrust Laws; (ii) keep the other party reasonably informed of the status of matters related to the transactions contemplated by this Agreement, including furnishing the other with any written notices or other communications received by such party from, or given by such party to, the Federal Trade Commission (the "FTC"), the Antitrust Division of the Department of Justice (the "DOJ") or any other U.S. or foreign Governmental Entity and of any communication received or given in connection with any proceeding by a private party under applicable Antitrust Laws, in each case regarding any of the transactions contemplated hereby; and (iii) permit the other party to review any communication given by it to, and consult with each other in advance of any meeting or conference with, the FTC, the DOJ or any other Governmental Entity or, in connection with any proceeding by a private party under applicable Antitrust Laws, with any other person, and to the extent permitted by the FTC, the DOJ or such other applicable Governmental Entity or other person, give the other party the opportunity to attend and participate in such meetings and conferences in accordance with Antitrust Law. For purposes of this Agreement, (A) "Antitrust Law" means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, Foreign Antitrust Laws and all other federal, state and foreign, if any, statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition and (B) "Foreign Antitrust Laws" means the applicable requirements of antitrust competition or other similar Laws, rules, regulations and judicial doctrines of jurisdictions other than the United States. Notwithstanding the foregoing, Parent and Merger Sub shall determine strategy and timing, lead all proceedings and coordinate all activities with respect to seeking any actions, non-actions, terminations or expirations of waiting periods, consents, approvals or waivers of any Governmental Entity or third party as contemplated hereby, and the Company shall use its reasonable best efforts to take such actions as reasonably requested by Parent or Merger Sub in connection with obtaining any such actions, non-actions, terminations or expirations of waiting periods, consents, approvals or waivers; provided, that Parent and Merger Sub will consider in good faith any views or input provided by the Company with respect to such matters.

(c) In furtherance and not in limitation of the covenants of the parties contained in Section 5.03(a) and Section 5.03(b), each party hereto shall use its reasonable best efforts to resolve objections, if any, as may be asserted with respect to the transactions contemplated by this Agreement under any Antitrust Law, including using reasonable best efforts to defend any lawsuits or other legal proceedings, whether judicial or

administrative, challenging this Agreement or the consummation of the transactions contemplated hereby (including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed).

(d) If any administrative or judicial action or proceeding is instituted (or threatened to be instituted) by a Governmental Entity or private party challenging the Merger or any other transaction contemplated by this Agreement on any basis whatsoever, or any other agreement contemplated hereby, each of Parent, Merger Sub and the Company shall cooperate with each other and use its respective reasonable best efforts to defend against, contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement.

(e) Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Section 5.03 shall limit (i) a party's right to terminate this Agreement pursuant to Section 7.01(b)(i) or Section 7.01(b)(ii), in accordance therewith or (ii) a party's right to take any action contemplated by Section 4.02.

(f) Notwithstanding the foregoing or any other provision of this Agreement, Parent shall, and shall cause its Subsidiaries to, propose, negotiate, offer and commit to make any divestitures, assign or hold separate any assets and agree to any other remedy, requirement, obligation, condition or restriction related to the conduct of their or the Company's and its Subsidiaries' business, to resolve such objections, if any, as any Governmental Entity or private party may assert under the Antitrust Laws with respect to the transactions contemplated by this Agreement so as to avoid the entry of any Order or establishment of any Law preliminarily or permanently restraining, enjoining or prohibiting the transactions contemplated by this Agreement and to enable the Closing to occur before the Outside Date (including, without limitation, unless Parent otherwise agrees in its sole discretion that the Marketing Period would otherwise commence notwithstanding that the conditions to closing set forth in Section 6.01(c) (other than the Excluded Conditions) are not satisfied, to enable the conditions to Closing set forth in Section 6.01(c) (other than the Excluded Conditions) to be satisfied before the date that is thirty (30) Business Days prior to the Outside Date), unless such action would, individually or in the aggregate, be materially adverse (determined based on aggregate revenues) to Parent and its Subsidiaries (including the Company and its Subsidiaries), taken as a whole, after giving effect to the transactions contemplated by this Agreement. Without limiting the prior sentence, Parent shall not be required to agree to any amendment to, or waiver under, this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Parent and Merger Sub shall have the sole and exclusive right to propose, negotiate, offer or commit to make or effect any divestitures, to assign or hold separate any assets, or to agree to any other remedy, requirement, obligation, condition or restriction related to the conduct of their or the Company's and its Subsidiaries' business in order to resolve any Governmental Entity's or private party's objections to or concerns about the transactions contemplated by this Agreement. The Company and its Subsidiaries shall agree to make or effect any divestitures, assign or hold separate any assets, or implement any other remedy, requirement, obligation, condition or restriction on the conduct of its and its Subsidiaries' business (in each case solely to the extent implementation and effectiveness of such actions are contingent upon the Closing) pursuant to this Section 5.03(f) to resolve any Governmental Entity's or private party's objections to or concerns about the transactions contemplated by this Agreement if and to the extent instructed in writing by Parent or Merger Sub. For avoidance of doubt, the Company and its Subsidiaries shall not make or effect any divestitures, assign or hold separate any assets, or agree to or implement any other remedy, requirement, obligation, condition or restriction on the conduct of its and its Subsidiaries' business pursuant to this Section 5.03(f), unless so instructed in writing by Parent or Merger Sub in order to resolve any Governmental Entity's or private party's objections to or concerns about the transactions contemplated by this Agreement.

(g) Parent shall not, and shall not permit any of its Affiliates to, enter into any agreement, transaction or any agreement to effect any transaction (including any merger or acquisition) that would reasonably be expected to materially delay or materially and adversely affect Parent's ability to: (i) obtain termination or

expiration of the applicable waiting period and all requisite clearances and approvals under the HSR Act and any other Antitrust Laws as promptly as practicable and in any event before the Outside Date; and (ii) avoid the entry of the commencement of any action or proceeding seeking the entry of, or effect the dissolution of, any decree, judgment, injunction or other order (whether temporary, preliminary or permanent) that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement under the HSR Act or any other Antitrust Laws.

(h) Subject to the terms and conditions of this Agreement, each party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to seek to obtain all material consents, approvals and waivers of any third party under any Contract required for the consummation of the transactions contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Section 5.03 will require a party to pay or agree to any fee, penalty or other consideration to any third party for any consent, approval or waiver under any Contract required for the consummation of the transactions contemplated by this Agreement.

Section 5.04 Company Equity Awards. Other than with respect to equity and equity-based awards described in Section 4.01(a)(x) of the Company Disclosure Letter (which shall be treated in the manner described in the Company Disclosure Letter), outstanding equity and equity-based awards of the Company shall be treated as follows:

(a) Company Stock Options. Prior to the Effective Time, the Board of Directors of the Company (or, if appropriate, any committee thereof) shall take all actions it determines to be necessary and appropriate to provide that, each Company Stock Option shall become vested and fully exercisable for a reasonable period of time prior to 11:59 p.m. New York City time on the last trading day prior to the Effective Time (the "Vesting Effective Time"), provide written notice to the holders of the Company Stock Options at least twenty (20) days prior to the effective time of the period to exercise the Company Stock Option and that such Company Stock Option will terminate and be of no further force and effect as of the Vesting Effective Time. Except as may otherwise be agreed by and between Parent and a holder of a Company Stock Option, each Company Stock Option that remains outstanding immediately prior to the Vesting Effective Time will be automatically exercised immediately prior to the Vesting Effective Time on a net exercise basis whereby (A) the full payment of the aggregate exercise price for each such Company Stock Option is satisfied by the Company withholding from the shares of Company Common Stock otherwise issuable to such holder of a Company Stock Option, that number of shares of Company Common Stock having an aggregate fair market value, determined based on the closing price of a share of Company Common Stock on the second trading day prior to the Effective Time (as such price is reported on the NYSE Composite Transaction Tape (as reported by Bloomberg Financial Markets or such other source as Parent may determine)) (the "Per Share Closing Price"), equal to the product of (x) the exercise price for such Company Stock Option and (y) the number of shares of Company Common Stock subject to such Company Stock Option, and (B) the applicable Tax withholding obligation in respect of such Company Stock Option exercise is satisfied by the Company withholding from the shares of Company Common Stock otherwise issuable to the holder of such Company Stock Options that number of shares of Company Common Stock having an aggregate fair market value, determined based on the Per Share Closing Price, equal to the amounts as are required to be withheld or deducted under the Code or any provision of state, local or foreign Tax Law. Each such holder of a net exercised Company Stock Option shall thereafter be entitled to receive the Merger Consideration with respect to the whole net number of shares of Company Common Stock issued upon such net exercise, together with cash in lieu of any fractional shares of Company Common Stock valued based upon the Per Share Closing Price.

(b) Company RSU Awards. Except as may otherwise be agreed by and between Parent and a holder of a Company RSU Award, each Company RSU Award that is outstanding immediately prior to the Vesting Effective Time, shall become fully vested immediately prior to the Vesting Effective Time for the number of shares of Company Common Stock subject to such Company RSU Award minus the number of shares of Company Common Stock having an aggregate fair market value based on the Per Share Closing Price, equal to the amounts

as are required to be withheld or deducted under the Code or any provision of state, local or foreign Tax Law with respect to the vesting of such Company RSU Award. Each such holder of a settled Company RSU Award shall thereafter be entitled to receive the Merger Consideration with respect to the whole net number of shares of Company Common Stock issued upon the vesting of the Company RSU Awards, together with cash in lieu of any fractional shares of Company Common Stock valued based upon the Per Share Closing Price.

(c) Company PSU Awards. Except as may otherwise be agreed by and between Parent and a holder of a Company PSU Award, each Company PSU Award that is outstanding immediately prior to the Vesting Effective Time, shall become fully vested immediately prior to the Vesting Effective Time for the number of shares of Company Common Stock subject to such Company PSU Award, determined based on the target number of shares of Company Common Stock subject to Company PSUs Awards awarded to each holder thereof, minus the number of shares of Company Common Stock having an aggregate fair market value based on the Per Share Closing Price, equal to the amounts as are required to be withheld or deducted under the Code or any provision of state, local or foreign Tax Law with respect to the vesting of such Company PSU Award. Each such holder of a settled Company PSU Award shall thereafter be entitled to receive the Merger Consideration with respect to the whole net number of shares of Company Common Stock issued upon the vesting of the Company PSU Awards, together with cash in lieu of any fractional shares of Company Common Stock valued based upon the Per Share Closing Price.

(d) Company Restricted Stock. Except as may otherwise be agreed by and between Parent and a holder of a Company Restricted Stock, effective as of immediately prior to the Vesting Effective Time, each then-outstanding share of Company Restricted Stock shall automatically become fully vested and the restrictions thereon shall lapse, and each such share of Company Restricted Stock shall be cancelled and converted into the right to receive the Merger Consideration. Share withholding for obligations with respect to the vesting of Company Restricted Stock shall be done using the Per Share Closing Price in the same manner as is set forth in Section 5.04(b) and holders of Company Restricted Stock shall receive cash in lieu of fractional shares resulting from such withholding valued based upon the Per Share Closing Price.

(e) Dividend Equivalents. Where holders of Company Restricted Stock, Company RSU Awards or Company PSU Awards are entitled to dividends in respect of such awards, effective as of immediately prior to the Vesting Effective Time, all such dividends corresponding to such awards shall vest and Parent shall pay to the holders of such awards the cash amounts in respect of such dividends, less such amounts as are required to be withheld or deducted under the Code or any other applicable Tax Law with respect to the making of such payment, as soon as administratively practicable following the Vesting Effective Time. For Company PSU Awards, the total number of shares of Company Common Stock with respect to which dividends shall be payable shall be determined in the manner set forth in Section 5.04(c).

(f) Management Equity Rollover. Notwithstanding any other provision in this Agreement to the contrary, the Company shall, and shall cause its Subsidiaries and Representatives to, reasonably cooperate with Parent and Merger Sub and their respective Representatives to allow, immediately prior to the Vesting Effective Time, Company Common Stock or Company Equity Awards held by certain employees of the Company or its Subsidiaries to be contributed to Parent, Merger Sub or their Affiliates in exchange for cash awards and/or equity securities of Parent, Merger Sub or their Affiliates, with the written agreement of Parent and the holders of such Company Equity Awards.

(g) Employee Stock Purchase Plan. The Company shall, prior to the Effective Time, take all actions necessary to terminate the Company ESPP and all outstanding rights thereunder as of immediately prior to the Effective Time; provided, that, from and after the date hereof, the Company shall take all actions necessary to ensure that (i) no new offering periods under the Company ESPP shall commence after the date hereof, (ii) no new participants be permitted into the Company ESPP, and (iii) that the existing participants thereunder may not increase their elections with respect to the offering period then in effect. Immediately prior to the Effective Time, any then outstanding offering periods under the Company ESPP shall terminate and the Company shall distribute

to each Company ESPP participant all Company Common Stock purchased pursuant to such offering period and all of his or her remaining accumulated payroll deductions which are not used with respect to such offering period.

Section 5.05 Non-U.S. Employee Notifications. Prior to Closing, the Company agrees to take such reasonable steps as the Company, in good faith, considers to be necessary in respect of applicable notice or information and consultation requirements regarding any works council, labor agreements and non-U.S. Law with respect to non-U.S. employees of the Company or any of its Subsidiaries.

Section 5.06 Indemnification, Exculpation and Insurance.

(a) Parent shall cause the Surviving Corporation or its applicable Subsidiary to assume and honor the obligations with respect to all rights to indemnification and exculpation from liabilities, including advancement of expenses, for acts or omissions occurring at or prior to the Effective Time now existing in favor of the current or former directors or officers of the Company and its Subsidiaries (other than VMware and its Subsidiaries) as provided in the Company Articles, the Company Bylaws, the organizational documents of the Company's Subsidiaries (other than VMware's Subsidiaries) or any indemnification Contract between such directors or officers and the Company or any of its Subsidiaries (other than VMware and its Subsidiaries) (in each case, as in effect on the date hereof), without further action, as of the Effective Time and such obligations shall survive the Merger and shall continue in full force and effect in accordance with their terms as of the date hereof. For a period of six years following the Closing Date, Parent shall cause the Surviving Corporation and its Subsidiaries not to amend, repeal or otherwise modify any such provisions in any manner that would adversely affect the rights thereunder of any individuals who at the Effective Time were current or former directors or officers of the Company or any of its Subsidiaries (other than VMware and its Subsidiaries).

(b) For a period of six years following the Closing Date, Parent shall cause the Surviving Corporation to, to the fullest extent permitted under applicable Law, indemnify and hold harmless (and advance funds in respect of each of the Indemnified Parties) each current and former director or officer of the Company or any of its Subsidiaries (other than VMware and its Subsidiaries) and each person who served, at the request of the Company or any of its Subsidiaries (other than VMware and its Subsidiaries), as a director, officer, member, trustee, or fiduciary of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or enterprise (each, together with such person's heirs, executors or administrators, an "Indemnified Party"), to the same extent any such Indemnified Party would have been entitled to be indemnified and held harmless (and been entitled to advancement of funds) prior to the date of this Agreement under the Company Articles or Company Bylaws or the organizational documents of the Company's Subsidiaries (other than VMware's Subsidiaries), against any costs or expenses (including advancing reasonable attorneys' fees and expenses in advance of the final disposition of any Action to each Indemnified Party to the fullest extent permitted by Law), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement (collectively, "Losses") in connection with any actual or threatened Action arising out of, relating to or in connection with any action or omission occurring or alleged to have occurred whether before or after the Effective Time in connection with such Indemnified Party's service as a director or officer of the Company or any of its Subsidiaries (other than VMware and its Subsidiaries) (including acts or omissions in connection with such Indemnified Party's service as an officer, director, member, trustee or other fiduciary in any other entity if such services were at the request or for the benefit of the Company), including the Merger and the other transactions contemplated by this Agreement; provided, that any person to whom any funds are advanced pursuant to the foregoing must, if required by Law, provide an undertaking to repay such advances if it is ultimately determined that such person is not entitled to indemnification.

(c) For six years after the Effective Time, Parent shall cause the Surviving Corporation to maintain in effect the Company's and its Subsidiaries' current directors' and officers' liability insurance and fiduciary liability insurance (or such other insurance that is no less favorable to the current beneficiaries thereof than the Company's and its Subsidiaries' current directors' and officers' liability insurance and fiduciary liability

insurance) in respect of acts or omissions occurring at or prior to the Effective Time, covering each person currently covered by the Company's or its Subsidiaries' directors' and officers' liability insurance and fiduciary liability insurance policies (complete and accurate copies of which have been heretofore delivered to Parent), on terms with respect to such coverage and amounts no less favorable than those of such policies in effect on the date hereof; provided, however, (i) the Company may substitute therefor a single premium tail policy with respect to such directors' and officers' liability insurance and fiduciary liability insurance with policy limits, terms and conditions at least as favorable to the directors and officers covered under such insurance policy as the limits, terms and conditions in the existing policies of the Company and its Subsidiaries; or (ii) if the Company does not substitute as provided in clause (i) above, then Parent may substitute therefor policies of Parent, from an insurance carrier with the same or better credit rating as the Company's and its Subsidiaries' current insurance carrier, containing terms with respect to coverage (including as coverage relates to deductibles and exclusions) and amounts no less favorable to such directors and officers; provided, further, that in connection with this Section 5.06(c), neither the Company nor Parent shall pay a one-time premium (in connection with a single premium tail policy described above) in excess of 300% of the amount set forth in Section 5.06(c)(i) of the Company Disclosure Letter or be obligated to pay annual premiums (in connection with any other directors and officers insurance policy or fiduciary liability insurance policy described above) in excess of the annual premiums set forth in Section 5.06(c)(ii) of the Company Disclosure Letter. It is understood and agreed that if such coverage cannot be obtained for such amount or less, then the Surviving Corporation shall obtain the maximum amount of coverage as may be obtained for such amount.

(d) To the fullest extent permitted under applicable Law, from and after the Effective Time, Parent shall cause the Surviving Corporation to pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any Indemnified Party in enforcing the indemnity and other obligations provided in this Section 5.06 if and to the extent that such Indemnified Party is determined to be entitled to receive such indemnification.

(e) The provisions of this Section 5.06 (i) shall survive the consummation of the Merger and are intended to be for the benefit of, and will be enforceable from and after the Effective Time by, each indemnitee referred to above and (ii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by Contract or otherwise.

(f) In the event Parent, the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties, rights and assets to any person, then, in each such case, proper provision shall be made so that the successors and assigns of Parent or the Surviving Corporation, as the case may be, shall assume the obligations set forth in this Section 5.06.

Section 5.07 Public Announcements. Parent and the Company shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement, including the Merger, and shall not issue any such press release or make any such public statement prior to such consultation, except as such party may reasonably conclude, after consultation with its outside legal advisors, is required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system, in which event such party shall use its reasonable best efforts to provide a meaningful opportunity to the other party to review and comment upon such press release or other announcement prior to making any such press release or other announcement. Notwithstanding the foregoing, except as may be necessary for the Company to comply with its obligations in Section 4.02, the Company shall not be required to provide any such review or right to comment to Parent in connection with the receipt and existence of an Acquisition Proposal and matters related thereto or a Change of Recommendation, and Parent shall not be required to provide any such review or right to comment to the Company in connection with any response to an Acquisition Proposal or a Change of Recommendation. The parties agree that the initial press release to be issued with respect to the transactions contemplated by this Agreement shall be in the form heretofore agreed to by the parties.

Section 5.08 Section 16 Matters. Prior to the Effective Time, each of Parent and the Company shall take appropriate action to cause any dispositions of Company Common Stock (including derivative securities with respect to Company Common Stock) or acquisitions of Class V Common Stock resulting from the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 5.09 Stock Exchange Listing. Parent shall use its reasonable best efforts to cause the Class V Common Stock to be approved for listing upon the Effective Time on the NYSE or NASDAQ, at the election of Parent, subject to official notice of issuance, and the Company shall use its reasonable best efforts to provide to Parent such assistance in connection with the foregoing as Parent reasonably requests.

Section 5.10 Transaction Litigation. If any litigation related to this Agreement, the Merger or the other transactions contemplated by this Agreement is brought against the Company, any executive officers of the Company or any members of the Board of Directors of the Company (in their capacity as executive officers or as members of the Board of Directors of the Company) after the date of this Agreement and prior to the Effective Time (the "Transaction Litigation"), the Company shall promptly notify Parent of any such Transaction Litigation and shall keep Parent reasonably informed on a continuing basis with respect to the status thereof, including by facilitating meetings between counsel of the Company and counsel of Parent and promptly and diligently responding to reasonable inquiries with respect to any Transaction Litigation made by Parent or its counsel. The Company shall give Parent the opportunity to (i) participate in the defense of any Transaction Litigation and (ii) consult with counsel to the Company regarding the defense, settlement or compromise of any Transaction Litigation and consider Parent's views with respect to any Transaction Litigation, and the Company shall not settle or compromise or agree to settle or compromise any Transaction Litigation without Parent's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 5.11 Employee Matters.

(a) Parent covenants and agrees to cause the Surviving Corporation and its Subsidiaries to, for the period commencing from the Closing Date and ending no earlier than the first anniversary of the Closing Date provide to each employee of the Company or its Subsidiaries who continues employment following the Closing (collectively, the "Continuing Employees") (i) annual base salary or base wages, as applicable, and cash target incentive compensation opportunities (excluding equity incentives), in each case, that are no less favorable than such annual base salary or base wages, as applicable, and cash target incentive compensation opportunities provided to the Continuing Employees immediately prior to the Closing, (ii) severance compensation and benefits to any Continuing Employee during the one (1) year period following the Closing Date at levels that are no less favorable than the levels of such severance compensation and benefits as in effect under the Company Benefit Plans immediately prior to the Closing and (iii) defined contribution retirement and health and welfare benefits that are no less favorable in the aggregate than those provided to Continuing Employees under the Company Benefit Plans immediately prior to the Closing.

(b) For purposes of eligibility, vesting and level of benefits (but not for purposes of benefit accruals under any defined benefit pension plan) under the benefit and compensation plans, programs, agreements and arrangements of Parent, the Surviving Corporation or any of their respective Subsidiaries in which Continuing Employees are eligible to participate following the Closing (the "Parent Plans"), Parent and the Surviving Corporation shall credit each Continuing Employee with his or her years of service with the Company, its Subsidiaries and any predecessor or other entities, to the same extent as such Continuing Employee was entitled immediately prior to the Closing to credit for such service under any similar Company Benefit Plan; provided, however, that no such service shall be credited to the extent that it would result in a duplication of benefits with respect to the same period of service. In addition, Parent, the Surviving Corporation or any of their respective Subsidiaries will cause (i) each Continuing Employee to be immediately eligible to participate, without any waiting time, in any and all Parent Plans, (ii) for purposes of each Parent Plan providing medical, dental, pharmaceutical or vision benefits to any Continuing Employee, all pre-existing condition exclusions and

actively-at-work requirements of such Parent Plan to be waived for such Continuing Employee and his or her covered dependents, to the extent such conditions were inapplicable or waived under the comparable Company Benefit Plans in which such Continuing Employee participated immediately prior to the Closing, and (iii) for the plan year in which the Closing occurs, the crediting of each Continuing Employee with any co-payments, deductibles and out-of-pocket expenses paid prior to the Effective Time in satisfying any applicable copayments, deductibles or out-of-pocket requirements under any Parent Plan.

(c) Nothing in this Agreement shall confer upon any Company Personnel any right to continue in the employ or service of Parent, the Company or any of their respective Subsidiaries. Any provision in this Agreement to the contrary notwithstanding, nothing in this Section 5.11 shall (i) be deemed or construed to be an amendment or other modification of any Company Benefit Plan or Parent Plan, (ii) create any third party rights in any current or former service provider or employee of Parent, the Company or any of their respective Subsidiaries (or any beneficiaries or dependents thereof), (iii) alter or limit the ability of Parent, the Company or of their respective Subsidiaries to amend, modify or terminate any of the Company Benefit Plans or any other benefit or employment plan, program, agreement or arrangement after the Effective Time, or (iv) confer upon any current or former employee or other service provider of Parent, the Company or their respective Subsidiaries, any right to employment or service or continued employment or continued service with Parent, the Company or any of their respective Subsidiaries, or constitute or create an employment or agreement with, or modify the at-will status of, any employee or other service provider.

Section 5.12 Takeover Laws. Each party and its Board of Directors shall (1) use reasonable best efforts to ensure that no state takeover Law (including Chapters 110C, 110D and 110F of the Massachusetts General Laws) or similar Law is or becomes applicable to this Agreement, the Merger or any of the other transactions contemplated by this Agreement and (2) if any state takeover Law or similar Law becomes applicable to this Agreement, the Merger or any of the other transactions contemplated by this Agreement, use reasonable best efforts to ensure that the Merger and the other transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such Law on this Agreement, the Merger and the other transactions contemplated by this Agreement.

Section 5.13 Financing. (a) Parent shall use its reasonable best efforts to obtain, or cause to be obtained, the proceeds of the Financing on the terms and conditions described in the Commitment Papers (including, as necessary, the “flex” provisions contained in any Fee Letter), including using its reasonable best efforts with respect to (i) complying with and maintaining in effect the Commitment Papers, including by complying with the “flex” provisions contained in any Fee Letter in accordance with the terms thereof and using reasonable best efforts to ensure the accuracy of all representations and warranties and the compliance with all covenants and agreements of Parent and its Subsidiaries under the Commitment Papers, (ii) negotiating, executing and delivering definitive agreements (and thereafter and until the Effective Time complying with and maintaining in effect such definitive agreements) with respect to the Debt Financing (the “Definitive Agreements”) (draft and executed copies of definitive credit agreements, indentures and/or purchase agreements and material ancillary documents shall be provided to the Company as promptly as practicable following reasonable request therefor) consistent with the terms and conditions contained in the Debt Commitment Letter (including, as necessary, the “flex” provisions contained in any Fee Letter) or, if available, on other terms that (A) are acceptable to Parent in its sole discretion, (B) would not reasonably be expected to delay (taking into account the expected timing of the Marketing Period) or adversely affect the ability of Parent to consummate the transactions contemplated hereby and (C) would otherwise be permitted by Section 5.13(b)(ii), and (iii) taking into account the expected timing of the Marketing Period, satisfying on a timely basis all conditions to obtaining the Financing that are within the control of Parent and its Subsidiaries and by paying when due any fees or deposits required by the Commitment Papers or any Fee Letter. If all of the respective conditions contained in any of the Commitment Papers have been satisfied (or upon funding will be satisfied) or waived, Parent shall use its reasonable best efforts to timely (A) cause the Financing Sources under the Debt Commitment Letter to fully fund the Financing provided for thereunder and (B) fully enforce its rights (including through litigation) under such Commitment Papers (and in

the case of the Debt Financing under any Definitive Agreements) in the event of breach or threatened breach by the Financing Sources, including by seeking specific performance of the parties' obligations thereunder, in each case, to the extent required to consummate the transactions contemplated by this Agreement at the Closing. Without limiting this Section 5.13(a), Parent acknowledges and agrees that it shall be fully responsible for obtaining the Common Equity Financing and shall take (or cause to be taken) all actions, and do (or cause to be done) all things necessary, proper or advisable to obtain and consummate the Common Equity Financing at or prior to the Closing, including (1) satisfying on a timely basis all conditions to the obligations of the Financing Sources under the Common Equity Purchase Agreements to consummate the Common Equity Financing that are within the control of Parent and its Subsidiaries and (2) in the event any net proceeds are received by Parent under the Common Equity Purchase Agreements in advance of the Closing, holding and maintaining such funds for the purpose of consummating the transactions contemplated by this Agreement at the Closing.

(b) Parent shall not, without the prior written consent of the Company, (i) terminate or permit the termination, withdrawal, repudiation or rescission of, or release the obligations of any Financing Sources under, any of the Commitment Papers or Definitive Agreements (other than in the case of the Debt Financing either (x) a reduction of commitments in respect of the facilities in an amount equal to the net cash proceeds received by Parent or any of its domestic subsidiaries from the issuance of debt securities or incurrence of loans in accordance with the terms of the Debt Commitment Letter or (y) a Financing Reduction Exception), unless such Commitment Paper or Definitive Agreement is replaced at such time with a new commitment letter or credit agreement that, were it structured as an amendment to such Commitment Paper or Definitive Agreement, would satisfy the following clause (ii), or (ii) permit any amendment or modification to, or any waiver of any provision or remedy under, or replace, any of the Commitment Papers or Definitive Agreements if such amendment, modification, waiver, or replacement (w) adversely impacts in any material respect the ability of Parent to enforce its rights against the Financing Sources party to such Commitment Papers or Definitive Agreements, (x) would (1) add any new condition to the Financing (or modify any existing condition in a manner adverse to Parent) or otherwise be reasonably expected to materially delay or adversely affect (including with respect to timing, taking into account the expected timing of the Marketing Period) the ability of Parent to consummate the transactions contemplated by this Agreement, or (2) taking into account the expected timing of the Marketing Period, reasonably be expected to materially delay or prevent or make less likely the timely funding in full of any of the Financing or satisfaction of the conditions to obtaining any of the Financing, (y) reduces (or would reasonably be expected to have the effect of reducing) the aggregate amount of the Financing provided for under such Commitment Papers or Definitive Agreements (including by changing the amount of fees to be paid in respect of the Debt Financing or original issue discount in respect of the Debt Financing) unless, in the case of a reduction in the amount of the Debt Financing, the transactions contemplated hereby could still be consummated and all of Parent's obligations hereunder satisfied through the aggregate net proceeds of the Common Equity Financing, any remaining portion of the Debt Financing and any debt financing under any new debt commitment letter that, were it structured as an amendment to the Debt Commitment Letter, would otherwise satisfy this clause (ii), together with the Parent Cash on Hand to be made available by Parent at the Effective Time and the Target Amount of Cash on Hand to be made available by the Company at the Effective Time (this clause (y), the "Financing Reduction Exception"), or (z) taking into account the expected timing of the Marketing Period, would reasonably be expected to prevent, impede or delay the consummation of the Merger and the other transactions contemplated by this Agreement; provided, that Parent may amend the Debt Commitment Letter to add Financing Sources, lead arrangers, bookrunners, syndication agents or similar entities who have not executed the Debt Commitment Letter as of the date hereof. Notwithstanding the foregoing, Parent shall not, without the prior written consent of the Company, (A) terminate or permit the termination, withdrawal, repudiation or rescission of, or release the obligations of any Financing Sources under, the Common Equity Purchase Agreements or (B) permit any amendment or modification to, or any waiver of any provision or remedy under, or replace, the Common Equity Purchase Agreements. Upon any such amendment, modification, waiver or replacement of the Debt Financing or the Common Equity Financing in accordance with this Section 5.13(b), the term "Debt Financing," or "Common Equity Financing" shall mean the Debt Financing or Common Equity Financing, as the case may be, as so amended, supplemented, modified, waived or replaced, and the terms "Debt Commitment Letter," "Definitive Agreements," and "Common Equity Purchase Agreements" shall mean the Debt

Commitment Letter, the Definitive Agreements, and the Common Equity Purchase Agreements, as the case may be, as so amended, supplemented, modified, waived or replaced.

(c) If any portion of the aggregate amount of the Debt Financing becomes unavailable on the terms and conditions set forth in the Debt Commitment Letter, regardless of the reason therefor, Parent shall (i) as promptly as practicable after obtaining Knowledge that such portion has become or is reasonably expected to become unavailable, notify the Company of such unavailability and, to the Knowledge of Parent, the reason therefor and (ii) use its reasonable best efforts to obtain, as promptly as practicable following the occurrence of such event and in any event no later than the last day of the Marketing Period, alternative financing (in an amount sufficient to enable the transactions contemplated hereby to be consummated) from the same or other sources and on terms and conditions that are not less favorable in the aggregate to Parent than such unavailable Debt Financing (including the "flex" provisions contained in any Fee Letter) pursuant to commitment letters (or other agreements) (complete and correct executed copies of which shall be promptly provided to the Company; provided, that any Fee Letter (or similar confidential letter) may be redacted in a customary manner solely with respect to fee amounts, yield and interest caps, original issue discount amounts and "flex" and "securities demand" terms and other similar economic terms that are confidential and do not adversely affect the enforceability, availability or conditionality of or the aggregate amount of net proceeds available under the Debt Financing). Notwithstanding the foregoing, no such alternative financing may expand upon the conditions precedent or contingencies to the funding of the Debt Financing on the Closing Date as set forth in the Debt Commitment Letter in effect on the date hereof or otherwise include terms (including any "flex" provisions) that would reasonably be expected to make the funding of such alternative financing less likely to occur. For the purposes of this Agreement, the terms "Debt Commitment Letter", "Debt Financing" and "Fee Letter" shall be deemed to include any commitment letter (or similar agreement) or commitment or any fee letter referred to in such commitment letter with respect to any alternative financing arranged in compliance with this Section 5.13(c) (and any Debt Commitment Letter, Debt Financing and Fee Letter remaining in effect at the time in question).

(d) If any portion of the aggregate amount of the Common Equity Financing becomes unavailable (or is reasonably expected to become unavailable) on the terms and conditions set forth in the respective Common Equity Purchase Agreements, regardless of the reason therefor, Parent shall (i) as promptly as practicable after obtaining Knowledge thereof, notify the Company of such unavailability and, to the Knowledge of Parent, the reason therefor and (ii) use its reasonable best efforts to obtain, as promptly as practicable following the occurrence of such event and in any event no later than the last day of the Marketing Period, alternative common equity financing (in an amount sufficient to enable the transactions contemplated hereby to be consummated) from, pursuant to commitment letters (or similar agreements) with (complete and correct executed copies of which shall be promptly provided to the Company), the same or other sources and on terms and conditions that are not less favorable in the aggregate to Parent than such unavailable Common Equity Financing. Notwithstanding the foregoing, no such alternative financing may expand upon the conditions precedent or contingencies to the funding of the Common Equity Financing, as applicable, on the Closing Date as set forth in the respective Common Equity Purchase Agreements, in each case, in effect on the date hereof or otherwise include terms that would reasonably be expected to make the funding of such alternative financing less likely to occur. For the purposes of this Agreement, the terms "Common Equity Purchase Agreements" and "Common Equity Financing", shall be deemed to include any commitment letter (or similar agreement) or commitment or any fee letter referred to in such commitment letter with respect to any alternative financing arranged in compliance with this Section 5.13(d) (and any Common Equity Purchase Agreements and Common Equity Financing, as applicable, remaining in effect at the time in question).

(e) The Company acknowledges and agrees that Parent shall not be required to consummate the Debt Financing until the final day of the Marketing Period. Parent acknowledges and agrees that the obtaining of the Financing (including any alternative financing) or any portion thereof is not a condition to the Closing.

(f) Parent shall provide the Company with prompt oral and written notice (i) of (x) any breach or default (or threatened breach or default or event which with notice or lapse of time or both would reasonably be expected to constitute a default) by any party to any of the Commitment Papers or the Definitive Agreements of

which Parent has Knowledge or any actual or threatened termination, withdrawal, repudiation or rescission of any of the Commitment Papers or the Definitive Agreements or (y) any dispute or disagreement between or among Parent, on the one hand, and the Financing Sources under the Financing on the other hand, with respect to the obligation to fund any of the Financing or the amount of the Financing to be funded at Closing (but excluding, for the avoidance of doubt, any ordinary course negotiations with respect to the terms of the Financing), and (ii) if at any time for any reason Parent believes in good faith that it will not be able to obtain all or any portion of the aggregate amount of the Financing on the terms and conditions, in the manner or from the sources contemplated by any of the Commitment Papers or the Definitive Agreements; provided, however, that in no event will Parent be under any obligation to disclose any information shared among Parent and its professional advisors in connection with matters contemplated by clause (x) or (y) that is subject to attorney-client or similar privilege if Parent shall have used its reasonable best efforts to disclose such information in a way that would not waive such privilege. Parent shall keep the Company reasonably informed on a current basis of the status of its efforts to consummate the Financing (or any alternative financing).

(g) Prior to the Closing, the Company shall, and shall cause each of its Subsidiaries to, and shall use reasonable best efforts to cause its Representatives to, use reasonable best efforts to provide all cooperation reasonably requested by Parent in connection with the arrangement of the Financing (including, for the avoidance of doubt, any offering of Notes (as defined in the Debt Commitment Letter)) (provided, that (i) such requested cooperation does not unreasonably interfere with the ongoing operations of the Company and its Subsidiaries and (ii) except as set forth in Section 5.13(g)(x) below, VMware and its Subsidiaries shall not be considered a Subsidiary of the Company for which the Company is obligated to comply with this Section 5.13(g)), which reasonable best efforts shall include:

(i) furnishing Parent as promptly as reasonably practicable with (x) financial information and other pertinent information and disclosures regarding the Company and its Subsidiaries as may be reasonably requested by Parent to consummate the Financing as is customary to be included in Syndication and Offering Materials, (y) (A) audited consolidated balance sheets and related statements of income and cash flows of the Company for the three (3) most recently completed fiscal years ended at least sixty (60) days prior to the Closing Date and unaudited consolidated balance sheets and related statements of income and cash flows of the Company for each subsequent fiscal quarter ended at least forty (40) days prior to the Closing Date (but, excluding the fourth quarter of any fiscal year) and, in each case, setting forth comparative figures for the prior fiscal year or the related period in the prior fiscal year, as the case may be, and summary and selected financial data related to the Company and its Subsidiaries of the type customarily included in Syndication and Offering Materials, in each case prepared in accordance with GAAP, except (in the case of the consolidated balance sheets and related statements of income and cash flows in respect of a fiscal quarter) for normal year-end audit adjustments, and (B) all other information and data related to the Company and its Subsidiaries necessary for Parent to satisfy the conditions set forth in paragraph 5, and clause (a) of paragraph 12 of Exhibit G of the Debt Commitment Letter and (z) all information and data related to the Company and its Subsidiaries that would be necessary for the lead arrangers to receive customary (in connection with an offering of debt securities pursuant to Rule 144A promulgated under the Securities Act) “comfort” letters (which shall include customary “negative assurance” comfort) from the independent accountants of the Company and its Subsidiaries in connection with such an offering;

(ii) reasonably cooperating with Parent in the preparation of customary pro forma financial statements prepared in accordance with the requirements of Regulation S-X as of the date that would be prescribed by Rule 11-02 of Regulation S-X as of the last day of the Marketing Period to be included in Syndication and Offering Materials; provided, that (x) Parent shall be responsible for the preparation of such pro forma financial statements and pro forma adjustments giving effect to the Merger and the other transactions contemplated herein and (y) the cooperation by the Company shall relate solely to the financial information and data derived from the Company’s historical books and records (such financial information and data required to prepare such pro forma financial statements, together with all information described in clause (i) (y) above, the “Required Information”);

(iii) in each case following Parent's reasonable request, participating in a reasonable number of meetings, presentations, road shows, due diligence sessions, drafting sessions, meetings with prospective lenders and sessions with rating agencies in connection with the Financing (in each case at times and locations to be reasonably mutually agreed), and assisting with the preparation of materials for rating agency presentations, road show presentations, offering memoranda, registration statements, prospectuses, bank information memoranda (including, to the extent necessary, an additional bank information memorandum that does not include material non-public information) and similar documents customarily required in connection with financings similar to the Financing;

(iv) in each case following Parent's reasonable request, cooperating with respect to due diligence in connection with the Financing, to the extent customary and reasonable;

(v) in each case following Parent's reasonable request, using reasonable best efforts to obtain (A) customary consents of independent accountants of the Company and its Subsidiaries for use of their auditor opinions in customary materials relating to the Financing, (B) drafts of customary "comfort" letters of independent accountants of the Company and its Subsidiaries (which shall include customary "negative assurance" comfort) prior to the beginning of the Marketing Period, which such accountants would be prepared to issue at the time of pricing and at closing of any offering or private placement of the Debt Financing (in the form of debt securities) pursuant to Rule 144A under the Securities Act upon completion of customary procedures, (C) surveys of real property owned by the Company or any of its Subsidiaries that is to be mortgaged in connection with the Debt Financing, (D) title insurance as reasonably requested by Parent as necessary and customary for financings similar to the Debt Financing (including any offering or private placement of debt securities pursuant to Rule 144A under the Securities Act) and (E) reasonable assistance with Parent's obtaining legal opinions;

(vi) in each case following Parent's reasonable request, assisting reasonably in the preparation of a customary confidential information memorandum, rating agency presentations, road show presentations, offering documents, private placement memoranda, bank information memoranda (including, to the extent necessary, an additional bank information memorandum that does not include material non-public information), prospectuses and similar documents to be used in connection with the syndication of the Credit Facilities or offering of notes in connection with the Debt Financing (collectively, "Syndication and Offering Materials");

(vii) in each case following Parent's reasonable request, reasonably assisting Parent in procuring a public corporate credit rating and a public corporate family rating in respect of the relevant borrower or parent guarantor under the Credit Facilities and public ratings for any of the Credit Facilities or securities to be offered in connection with the Debt Financing;

(viii) to the extent that the Company or any of its Subsidiaries are to be party to the Financing following the Closing Date, in each case following Parent's reasonable request, (A) assisting reasonably in the preparation of one or more credit or other agreements required in connection with the Financing, as well as any pledge and security documents, and other definitive financing documents, collateral filings or other certificates or documents as may be reasonably requested by Parent and required in connection with the Financing and otherwise reasonably facilitating the pledging and perfection of collateral required in connection with the Debt Financing (including the perfection of a security interest in the VMware Common Stock to be pledged in connection with the Margin Loan Financing as required in the Debt Commitment Letter), (B) obtaining customary authorization letters with respect to the bank information memoranda from a senior officer of Parent, (C) at least three (3) Business Days prior to Closing, providing all documentation and other information about the Company and its Subsidiaries that is reasonably requested by the lenders in connection with the Debt Financing and such lenders reasonably determine is required by applicable "know your customer" and anti-money laundering rules and regulations including without limitation the USA PATRIOT Act, to the extent requested by Parent in writing at least ten (10) Business Days prior to Closing and (D) reasonably facilitating the execution of resolutions or consents by the Company and its

Subsidiaries that do not become effective until the Closing with respect to entering into such definitive financing documents and otherwise as necessary to permit consummation of the Financing, solely with the assistance of directors and officers who will continue to hold such offices and positions from and after the Effective Time;

(ix) in each case following Parent's reasonable request, establishing one or more special purpose vehicles requested by Parent prior to Closing in connection with the Margin Loan Financing included in the Financing, with organizational documents for such special purpose vehicles in such customary form (including with respect to establishing bankruptcy remoteness) as Parent reasonably requests and appointing concurrently with the Effective Time to the board of directors (or comparable governing body) of such special purpose vehicles those persons reasonably designated by Parent in writing prior to Closing; provided, that no transfer of properties or assets or assignment of rights to such special purpose vehicles shall be effective prior to Closing; and

(x) with respect to the VMware Common Stock to be pledged in connection with the Margin Loan Financing, facilitating discussions with VMware regarding (A) the deposit of such shares of VMware Common Stock with The Depository Trust Company and the registration of such pledged shares of VMware Common Stock in the name of The Depository Trust Company or its nominee without any restrictive legends, (B) the execution and delivery of a customary issuer letter and (C) if requested by Parent in order to facilitate the perfection of security interest in such Common Stock, the issuance of physical certificates evidencing such Common Stock to the Company prior to Closing (or, in lieu thereof, the execution and delivery of a customary issuer control agreement by VMware with respect thereto);

provided, however, (A) none of the Company, any of its Subsidiaries or any of their respective directors or officers shall be obligated to adopt resolutions or execute consents to approve or authorize the execution of the Financing prior to the Effective Time (except as otherwise provided by Section 5.13(g)(viii)(D)), (B) no obligation of the Company or any of its Subsidiaries or any of their respective Representatives under any agreement, certificate, document or instrument executed pursuant to the foregoing shall be effective until the Closing, and (C) none of the Company, its Subsidiaries or any of their respective Representatives shall be required to (x) pay any commitment or other fee or incur any other out-of-pocket cost or expense that is not reimbursed by Parent or Dell promptly after written request by the Company or incur any other liability, in each case in connection with the Financing prior to the Closing, (y) take any action or permit the taking of any action that would conflict with or violate the Company's organizational documents or any Laws or material Contracts or (z) take or permit the taking of any action that would (i) cause any covenant, representation or warranty in this Agreement to be breached by the Company or any of its Subsidiaries, or (ii) cause any director, officer or employee of the Company or any of its Subsidiaries to incur any personal liability. Nothing contained in this Section 5.13(g) or otherwise shall require the Company or any of its Subsidiaries to be an issuer or other obligor with respect to the Financing that is not conditioned on the Closing. Parent or Dell shall, promptly upon request by the Company, reimburse the Company for all out-of-pocket costs and expenses incurred by the Company or its Subsidiaries or their respective Representatives in connection with such cooperation and shall indemnify and hold harmless the Company and its Subsidiaries and their respective Representatives for and against any and all Losses actually suffered or incurred by them in connection with the arrangement of the Financing or any other financing that Parent may raise in connection with the transactions contemplated by this Agreement, any action taken by them pursuant to this Section 5.13(g) and any information utilized in connection therewith (other than information regarding the Company or its Subsidiaries provided in writing by the Company or its Subsidiaries specifically for use in connection therewith).

(h) The Company hereby consents to the use of its and its Subsidiaries' logos (in the case of VMware's and its Subsidiaries' logos, solely to the extent the Company may be entitled to consent thereto) solely for the purpose of obtaining the Financing; provided, that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Company or any of its Subsidiaries or the reputation or goodwill of the Company or any of its Subsidiaries or any of their respective intellectual property rights.

(i) Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Section 5.13 shall require, and in no event shall the reasonable best efforts of Parent be deemed or construed to require, any of Parent to (i) pay any fees to the lenders or increase any interest rates or original issue discounts applicable to the Debt Financing in excess of those contemplated in the Debt Commitment Letter and any related Fee Letters (including the "flex" provisions thereof), whether to secure waiver of any conditions contained therein or otherwise, (ii) amend or waive any of the terms or conditions hereof or under any of the Commitment Papers or (iii) consummate the Closing at any time prior to the date determined in accordance with Section 1.02.

(j) No later than the date of commencement of the Marketing Period (such date, the "Marketing Period Commencement Date") and thereafter at all times until the earliest of (i) the Closing, (ii) the termination of this Agreement in accordance with its terms and (iii) the date on which such Marketing Period is deemed to have not commenced pursuant to the definition thereof so that such period ceases to be the Marketing Period (such period, a "Minimum Parent Cash Period"), each of Parent and Dell shall take all actions required so that they collectively have available cash on hand in bank accounts located in the United States in an amount no less than Two Billion Nine Hundred Fifty Million ($2,950,000,000) (such minimum amount, the "Parent Cash on Hand"); provided, that the required minimum amount of Parent Cash on Hand shall be decreased (but not below zero) by the aggregate amount of any indebtedness for borrowed money of Parent or its Subsidiaries that is repaid or redeemed by Parent or its Subsidiaries before the Closing Date that, if outstanding as of the Closing Date, would have been required to be repaid, redeemed, discharged or refinanced as required by Annex I to Exhibit A to the Debt Commitment Letter (any such reduction, a "Permitted Reduction"). Parent and Dell shall cause the Parent Cash on Hand (after giving effect to any Permitted Reduction) to be available without restriction no later than the Closing Date for the purpose of financing the transactions contemplated by this Agreement at the Effective Time. On the Marketing Period Commencement Date, Parent shall confirm to the Company in writing that it and Dell have the Parent Cash on Hand, providing reasonable supporting evidence of the sources thereof. During any Minimum Parent Cash Period, Parent shall notify the Company in writing promptly (A) of any Permitted Reduction, providing reasonable supporting evidence thereof, and (B) in the event that at any time Parent and Dell do not have the Parent Cash on Hand (after giving effect to any Permitted Reduction). Parent and Dell agree that, at the Closing, Parent and Dell shall make available to finance the cash payments to be made on the Closing Date in accordance with this Agreement, no less than the Parent Cash on Hand (after giving effect to any Permitted Reduction).

Section 5.14 Company Cooperation on Certain Matters. After the date hereof and prior to the Effective Time, Parent and the Company shall cooperate in good faith to establish a mechanism reasonably acceptable to both parties by which the parties will, subject to applicable Law, confer on a regular and continued basis regarding integration planning matters and communicate and consult with specific persons to be identified by each party to the other with respect to the foregoing.

Section 5.15 Liquidation of Investments; Cash Transfers.

(a) Prior to the Closing Date, subject to compliance with applicable Law by the Company and its Subsidiaries, the Company shall, and shall cause its wholly-owned Subsidiaries to (i) sell for cash, with effect as of a date reasonably proximate to the Closing Date, marketable securities (other than shares of VMware Common Stock) and cash equivalents held by, or on behalf of or for the benefit of, the Company and/or any of such Subsidiaries (the "Investments Liquidation"), and (ii) transfer from such Subsidiaries (whether through loans, loan repayments, dividends, distributions or other transfers to the Company or other such Subsidiaries), prior to the Effective Time, an amount of Available Cash to the Company (the "Cash Transfers"), such that the Company shall (A) make available at the Effective Time no less than the Target Amount of Cash on Hand (giving effect to any reduction pursuant to Section 5.15(c)) and (B) use reasonable efforts to make available at the Effective Time any additional Available Cash that exceeds the Target Amount of Cash on Hand to the extent a specific amount of Available Cash in excess of the Target Amount of Cash on Hand is requested in writing by Parent at least fifteen (15) days prior to the anticipated expiration of the Marketing Period. The Company shall, and shall cause its Representatives to, keep Parent and its Representatives reasonably informed regarding the planning and status

of the Cash Transfers and consult with Parent and its Representatives in good faith in advance on the method of completing the Cash Transfers. The Company agrees that, at the Closing, the Company shall make available to finance the cash payments to be made on the Closing Date in accordance with this Agreement, no less than the Target Amount of Cash on Hand (giving effect to any reduction pursuant to Section 5.15(c)) and shall use reasonable efforts to make available any additional Available Cash pursuant to clause (B) above.

(b) The Company shall not make Cash Transfers from Subsidiaries located outside of the United States if such Cash Transfers would be reasonably likely to result in any Tax becoming payable with respect to such Cash Transfers, unless Parent shall have given its prior written consent to such Cash Transfers (or, if applicable, any strategic plan preapproved by Parent in writing under which such Cash Transfers will be effected, which strategic plan contemplates such Taxes becoming payable); provided, that if any Cash Transfers with respect to which Parent withheld its consent pursuant to this sentence are necessary to permit the Company to make available at the Effective Time no less than the Target Amount of Cash on Hand (giving effect to any reduction pursuant to Section 5.15(c)), then Parent and the Company shall cooperate in good faith to find an alternative structure to effect such Cash Transfers (including through loans to Subsidiaries of Parent, as designated by Parent, made concurrently with the Closing on the Closing Date) and if no such alternative is agreed after such cooperation, upon the tenth (10th) day prior to the anticipated expiration of the Marketing Period, Parent shall automatically be deemed to have consented to any such Cash Transfers solely to the extent necessary to permit the Company to make available at the Effective Time no less than the Target Amount of Cash on Hand (giving effect to any reduction pursuant to Section 5.15(c)). It is understood and agreed that any Taxes payable with respect to Cash Transfers required by this Section 5.15 shall be the responsibility of the Company or its applicable Subsidiaries following the Closing and shall not reduce Available Cash for purposes of determining whether the Company has made available the Target Amount of Cash on Hand.

(c) As promptly as practicable prior to the Closing (but not less than three (3) Business Days prior to the Closing Date), if Parent determines that the amount of Cash on Hand necessary to effectuate the transactions contemplated by this Agreement to occur on the Closing Date is less than the Target Amount, Parent may, in its sole discretion, elect to irrevocably notify the Company in writing (which notification shall include a schedule of estimated sources and uses of cash on the Closing Date in connection with the transactions contemplated by this Agreement) of a decrease in the Target Amount of Cash on Hand that the Company is required to make available at the Effective Time and if such notice identifies the Subsidiaries of the Company that will continue to retain cash that would otherwise have been the subject of a Cash Transfer but for the notice delivered pursuant to this Section 5.15(c), such cash shall be retained at such Subsidiaries. Notwithstanding anything to the contrary contained in this Agreement, the condition set forth in Section 6.02(b), as it applies to the obligations under this Section 5.15, shall be deemed satisfied if the Company makes available at the Effective Time no less than the Target Amount of Cash on Hand and has complied in good faith using all reasonable efforts with respect to all other obligations under this Section 5.15.

(d) The Company shall confirm in writing to Parent and provide reasonable supporting evidence of the amount of Cash on Hand as of the opening of business on the Closing Date. Notwithstanding anything to the contrary in this Agreement, the Company shall (i) not be obligated to initiate or effect any Cash Transfers or Investments Liquidation until on or after the date that is fifteen (15) days prior to the anticipated expiration of the Marketing Period and (ii) have no obligation to initiate or effect any Cash Transfers or Investments Liquidation under this Section 5.15 unless and until Parent has delivered a written notice meeting the requirements of Section 5.13(j) with respect to the Parent Cash on Hand, together with any updates thereto to the extent required under Section 5.13(j).

(e) For the purposes of this Section 5.15:

(i) "Available Cash" means cash that is unrestricted under applicable Law) and that (prior to the Cash Transfers, but after giving effect to the Investments Liquidation) is held by one or more wholly-owned Subsidiaries of the Company that, in the aggregate, exceeds One Billion Dollars ($1,000,000,000).

(ii) "Cash on Hand" means cash held in one or more bank accounts registered in the name of the Company and available without restriction for the funding of the Merger and the other transactions contemplated by this Agreement to occur at the Closing.

(iii) "Target Amount" means an amount equal to:

(A) Four Billion Seven Hundred Fifty Million Dollars ($4,750,000,000);

(B) plus, the aggregate amount of any indebtedness for borrowed money of the Company and its Subsidiaries (other than VMware and its Subsidiaries) incurred between September 30, 2015 and the Closing Date (for avoidance of doubt, excluding (A) any such indebtedness for borrowed money outstanding between (i) the Company and any wholly-owned Subsidiary of the Company or (ii) wholly-owned Subsidiaries of the Company) and (B) any letters of credit (to the extent undrawn on the Closing Date), capital leases, operating leases or similar obligations), to the extent such indebtedness for borrowed money remains outstanding on the Closing Date;

(C) plus, the aggregate amount, if any, received from VMware prior to the Closing upon any voluntary repayment of the outstanding principal amount of the VMware Promissory Notes; and

(D) minus, the aggregate amount of any indebtedness for borrowed money of the Company and its Subsidiaries (other than VMware and its Subsidiaries) repaid or redeemed by the Company and its Subsidiaries (other than VMware and its Subsidiaries) between September 30, 2015 and the Closing Date that, if outstanding as of the Closing Date, would have been Commercial Paper Debt (it being understood and agreed that pursuant to the definition thereof, no notes constituting Commercial Paper Debt shall be permitted to mature on a date occurring after the Effective Time) or otherwise required to be repaid, redeemed, discharged or refinanced as required by Annex I to Exhibit A to the Debt Commitment Letter (which Annex I includes the Revolving Credit Facility);

provided, that the Target Amount shall be irrevocably decreased to the extent set forth in any notice delivered by Parent pursuant to Section 5.15(c).

Section 5.16 Cooperation with Divestitures. To the extent requested by Parent, the Company will, and will cause its Subsidiaries (other than VMware and its Subsidiaries) to, use commercially reasonable efforts to provide assistance with respect to such actions as may be reasonably necessary and reasonably requested by Parent in connection with its pursuit of divestitures of certain businesses of the Company after the Closing Date, including (a) assisting Parent in preparation for commencing a sales process (including setting up an electronic data room) with potential purchasers of any of the Company's or its Subsidiaries' businesses or other assets proposed by Parent to be subject to any such divestitures, (b) furnishing available materials describing each business that is contemplated to be divested such as sales and marketing materials and internal reports regarding the performance of such businesses, (c) preparing and furnishing financial (including pro forma) information and other pertinent information regarding the Company and its Subsidiaries and preparing and furnishing financial statements for such businesses or assets and, if requested, assisting in any audit of such financial statements and in the preparation of pro forma financial information, (d) preparing confidential information memoranda and related presentation and other materials with respect to any such divestitures, (e) assisting with the evaluation and planning of restructuring activities to permit the consummation of such divestitures and (f) participating in a reasonable number of due diligence meetings, presentations and sessions with Parent and its Representatives in connection with the foregoing; provided, however, that the Company shall not be required to take any action that would be reasonably likely to prevent or delay the consummation of the Merger; provided, further, the foregoing shall not be construed as requiring the Company or any of its Subsidiaries to negotiate or enter into, prior to the Closing, any Contracts for the sale of any of its businesses or other assets and Parent agrees not to contact any potential purchasers regarding any divestiture of any business of the Company or any of its Subsidiaries until after the Effective Time without the prior consent of the Company. Parent and Dell agree to reimburse the Company and its Subsidiaries upon demand for all out-of-pocket costs and expenses reasonably incurred by them in taking the actions requested by Parent pursuant to this Section 5.16.

Section 5.17 Treatment of Indebtedness. On or prior to the second Business Day prior to the Effective Time, the Company shall deliver to Parent a copy of a payoff letter (subject to delivery of funds), in customary form and substance, from the Administrative Agent (as defined in the Revolving Credit Facility) under the Revolving Credit Facility. The Company shall, and shall cause its Subsidiaries to, deliver all notices (which notices may be subject to the consummation of the Financing) and take all other actions to facilitate the termination of commitments under the Revolving Credit Facility, the repayment in full of all Obligations (as defined in the Revolving Credit Facility) then outstanding thereunder and the release of any Liens and termination of all guarantees (if any) in connection therewith on the Closing Date.

Section 5.18 Works Councils. Within sixty (60) days following the date hereof, the Company shall inform Parent of whether the Company or any of its Subsidiaries is bound by any material local or national level collective agreements with trade unions, works councils or other similar employee representative bodies, and provide to Parent copies of any such agreements to the extent that they may impact any party's obligations to inform and/or consult with employees of the Company or any of its Subsidiaries or their representatives. Neither the Company nor any of its Subsidiaries shall provide any material information to any of its employees or employee representatives in connection with the intentions of Parent regarding the Company's and its Subsidiaries' employees without first consulting with Parent.

Section 5.19 Parent Certificate; By-laws; Tracking Stock Policy Statement. Prior to the Effective Time, Parent shall cause the Parent Certificate to be filed with the Secretary of State of the State of Delaware substantially in the form attached hereto as Exhibit C, except for such amendments or modifications thereto that would not require the consent of the holders of Class V Common Stock voting as a separate class if such amendment or modifications were made following the Effective Time. Concurrent with the filing of the Parent Certificate pursuant to this Section 5.19, Parent's Board of Directors shall adopt by-laws containing the provisions set forth on Exhibit D and the Tracking Stock Policy Statement Regarding DHI Group Matters and Class V Group Matters in the form attached hereto as Exhibit E.

Section 5.20 De-Listing. The Company will use its commercially reasonable efforts to cooperate with Parent to cause the shares of Company Common Stock to be de-listed from the NYSE and deregistered under the Exchange Act, and to cause all other registration statements related to securities of the Company to be withdrawn and the securities covered thereby to be deregistered under the Exchange Act, in each case, as soon as practicable following the Effective Time.

Section 5.21 Tax Matters.

(a) Notwithstanding anything herein to the contrary, none of Parent, the Company or Merger Sub shall take, or omit to take, any action that would, or could reasonably be expected to, prevent or impede the Merger from qualifying as an exchange described in Section 351 of the Code. Both prior to and following the Effective Time, Parent and the Company shall use their commercially reasonable best efforts, and shall cause their respective Subsidiaries to use their commercially reasonable best efforts, to take or cause to be taken any action necessary for the Merger to qualify as an exchange described in Section 351 of the Code (the "Intended Tax Treatment"), including (i) reasonably refraining from any action that such party knows, or is reasonably expected to know, is reasonably likely to prevent the Intended Tax Treatment, (ii) executing such amendments to this Agreement as may be reasonably required in order to obtain the Intended Tax Treatment (it being understood that no party will be required to agree to any such amendment that it determines in good faith is reasonably likely to materially adversely affect the value of the Merger to such party or its shareholders), and (iii) using its reasonable best efforts to obtain the opinions referred to in Section 6.02(d) and Section 6.03(c), and any tax opinions required to be filed with the SEC in connection with the filing of the Form S-4, including by executing customary letters of representation. In the event the parties are not able to obtain such tax opinions, solely to the extent necessary to obtain the opinions referred to in Section 6.02(d) and Section 6.03(c), Parent and the Company shall modify the structure of the transaction such that a new holding corporation is formed to acquire both Parent and Company in a transaction described in Section 351 of the Code, which modification to the structure of the

transaction shall preserve to the greatest extent possible the economic substance of the transactions contemplated by this Agreement, and shall work together in good faith to promptly implement such modification. Each of Parent and the Company shall report the Merger, taken together with related transactions (or, if the structure of the transaction is modified pursuant to Section 5.21(a), such modified transaction, taken together with related transactions), as an exchange described in Section 351 of the Code and shall not take any position inconsistent with such treatment unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code.

(b) After the date of this Agreement, Parent shall cooperate with the Company in good faith to deliver to the Company a copy of the proposed form of the Parent Tax Opinion together with all letters or certificates that form the basis therefor (collectively, the "Parent Tax Opinion Materials"). The Company shall be entitled to a reasonable amount of time to provide Parent with written comments on the Parent Tax Opinion Materials. Parent shall furnish the Company with a copy of the final Parent Tax Opinion Materials.

(c) After the date of this Agreement, the Company shall cooperate with Parent in good faith to deliver to Parent a copy of the proposed form of the Company Tax Opinion together with all letters or certificates that form the basis therefor (collectively, the "Company Tax Opinion Materials"). Parent shall be entitled to a reasonable amount of time to provide the Company with written comments on the Company Tax Opinion Materials. The Company shall furnish Parent with a copy of the final Company Tax Opinion Materials.

(d) Prior to Closing, the Company shall use reasonable efforts to facilitate discussions between VMware and Parent as to an amendment to the Tax Sharing Agreement dated August 13, 2007 between the Company, VMware and the other parties thereto (the "Tax Sharing Agreement"), whereby Parent and its Subsidiaries will become parties to the Tax Sharing Agreement effective as of the Closing Date and which amendment will reflect that the Company and its Subsidiaries will become members of one or more combined, consolidated or affiliated tax groups, the common parent of which is Parent.

Section 5.22 Headquarters. As of and for at least ten (10) years following the Effective Time, the global headquarters for the combined enterprise systems business of Parent and the Company shall be located in the Commonwealth of Massachusetts.

Section 5.23 Independent Directors. Prior to the Effective Time, representatives of Parent shall consult with the Chairman of the Board of Directors of the Company concerning the three (3) persons to serve on the Board of Directors of Parent following the Effective Time who satisfy the independence requirements of a company listed on the national securities exchange on which the Class V Stock will be listed (the "Parent Independent Directors"). After such consultation and after being provided with the list of three (3) persons who Parent desires to serve as the Parent Independent Directors, the Chairman of the Board of Directors of the Company may within two (2) Business Days after receiving such list deliver a written notice to Parent that he desires one (but not more than one) of such persons to be taken out of consideration for election as a Parent Independent Director. If such a notice is properly delivered, Parent will not designate such person to be elected as a Parent Independent Director and will instead determine in its sole discretion, but after consultation with the Chairman of the Board of Directors of the Company, the person who will serve as the third Parent Independent Director. Parent shall take such actions as are necessary to cause the three (3) persons selected in accordance with the provisions of this Section 5.23 to be elected to the Board of Directors of Parent as of the Effective Time.

ARTICLE VI

CONDITIONS PRECEDENT

Section 6.01 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or (to the extent permitted by Law) waiver by Parent and the Company on or prior to the Closing Date of the following conditions:

(a) Shareholder Approvals. The Company Shareholder Approval shall have been obtained.

(b) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other judgment, order or decree issued by a court or agency of competent jurisdiction located in the United States or in another jurisdiction outside of the United States in which the Company or any of its Subsidiaries, or Parent or any of its Subsidiaries, has material business or operations (each such jurisdiction, an "Applicable Jurisdiction") that prohibits or makes illegal the consummation of the Merger shall have been issued and remain in effect, and no Law shall have been adopted, enacted, issued, enforced, entered, or promulgated in the United States or any Applicable Jurisdiction that prohibits or makes illegal the consummation of the Merger.

(c) Antitrust Laws. All applicable waiting periods under the HSR Act with respect to the transactions contemplated by this Agreement shall have expired or been terminated and all consents required under any other Antitrust Law of the jurisdictions set forth on Section 6.01(c) of the Parent Disclosure Letter shall have been obtained or any applicable waiting period thereunder shall have expired or been terminated.

(d) Effectiveness of Form S-4. The Form S-4 shall have become effective under the Securities Act and shall not be the subject of any stop order or proceedings seeking a stop order.

Section 6.02 Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are further subject to the satisfaction or (to the extent permitted by Law) waiver by Parent on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of the Company contained in Section 3.01(c)(i), (ii), (iii), (v), (vi), (ix) and (x), Section 3.01(d) and Section 3.01(x) shall be true and correct in all material respects (which, with respect to the representations and warranties contained in Section 3.01(c)(i), (ii), (iii), (vi) or (ix) will mean that there are no inaccuracies in such representations and warranties that, individually or in the aggregate would result in the sum of (x) the increase in the aggregate of consideration required to be paid to the holders of Company Common Stock and Company Equity Awards hereunder at the Closing) and (y) the increase in the aggregate outstanding principal amount of indebtedness for borrowed money exceeding $275,000,000, in each case, as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), (ii) the representations and warranties of the Company contained in the first sentence of Section 3.01(i) and Section 3.01(v) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made on the Closing Date and (iii) all other representations and warranties of the Company contained in this Agreement shall be true and correct (without giving effect to any qualifications or limitations as to materiality or Material Adverse Effect set forth therein) as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to a specified date, in which case as of such specified date), except, in the case of this clause (iii), for such failures to be true and correct that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Parent shall have received a certificate signed on behalf of the Company by the chief executive officer or the chief financial officer of the Company to such effect.

(b) Performance of Obligations of the Company. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing (except for the obligation under Section 5.15(a) for the Company to make available no less than the Target Amount of Cash

on Hand (giving effect to any reduction pursuant to Section 5.15(c)), which the Company shall have performed in all respects), and Parent shall have received a certificate signed on behalf of the Company by the chief executive officer or the chief financial officer of the Company to such effect.

(c) No Material Adverse Effect. Since the date of this Agreement, there shall not have been any event, development, circumstance, change, effect or occurrence that, individually or in the aggregate, has, or would reasonably be expected to have, a Material Adverse Effect. Parent shall have received a certificate signed on behalf of the Company by the chief executive officer or the chief financial officer of the Company to such effect.

(d) Tax Opinion. Parent shall have received (A) from Simpson Thacher & Bartlett LLP a written opinion dated the Closing Date, in form and substance reasonably satisfactory to Parent, to the effect that, based on the facts, representations, assumptions and exclusions set forth or described in such opinion, (x) the Merger, taken together with related transactions, (or, if the structure of the transaction is modified pursuant to Section 5.21(a), such modified transaction, taken together with related transactions) should qualify as an exchange described in Section 351 of the Code and (y) for U.S. Federal income tax purposes the Class V Common Stock should be considered common stock of Parent (collectively, the "Parent Tax Opinion") and (B) a copy of the Company Tax Opinion. Such counsel shall be entitled to rely upon customary representation letters from each of Parent and the Company (or any other relevant parties), in each case, in form and substance reasonably satisfactory to such counsel. Each such representation letter shall be dated as of the date of such opinion.

Section 6.03 Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is further subject to the satisfaction or (to the extent permitted by Law) waiver by the Company on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Parent, Dell and Merger Sub contained in Section 3.02(h) and Section 3.02(l) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on the Closing Date, (ii) the representations and warranties of Parent, Dell and Merger Sub contained in Section 3.02(i) shall be true and correct (without giving effect to any qualifications or limitations as to materiality or Parent Material Adverse Effect set forth therein) as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to a specified date, in which case as of such specified date), except, in the case of this clause (ii), for such failures to be true and correct that have not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect and (iii) all other representations and warranties of Parent, Dell and Merger Sub contained in this Agreement shall be true and correct (without giving effect to any qualifications or limitations as to materiality set forth therein), in each case, as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), except for such failures to be true and correct that, individually or in the aggregate, have not prevented, and would not reasonably be expected to prevent, the ability of Parent, Dell, or Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement. The Company shall have received a certificate signed on behalf of Parent by the chief executive officer or chief financial officer of Parent to such effect.

(b) Performance of Obligations of Parent, Dell and Merger Sub. Parent, Dell and Merger Sub shall have performed in all material respects (except for the obligations under Section 5.19, which Parent, Dell and Merger Sub shall have performed in all respects) all obligations required to be performed by them under this Agreement at or prior to the Closing, and the Company shall have received a certificate signed on behalf of Parent by an executive officer of Parent to such effect.

(c) Tax Opinion. The Company shall have received (A) from Skadden, Arps, Slate, Meagher & Flom LLP, counsel to the Company, in form and substance reasonably satisfactory to the Company, a written opinion dated the Closing Date to the effect that, based on the facts, representations, assumptions and exclusions set forth

or described in such opinion, (x) the Merger, taken together with related transactions, (or, if the structure of the transaction is modified pursuant to Section 5.21(a), such modified transaction, taken together with related transactions) should qualify as an exchange described in Section 351 of the Code and (y) for U.S. Federal income tax purposes the Class V Common Stock should be considered common stock of Parent (collectively, the "Company Tax Opinion") and (B) a copy of the Parent Tax Opinion. Such counsel shall be entitled to rely upon customary representation letters from each of Parent and the Company (or any other relevant parties), in each case, in form and substance reasonably satisfactory to such counsel. Each such representation letter shall be dated as of the date of such opinion.

(d) Listing. The shares of Class V Common Stock issuable to the Company's shareholders pursuant to this Agreement shall have been approved for listing on the NYSE or NASDAQ, subject to official notice of issuance.

ARTICLE VII

TERMINATION, AMENDMENT AND WAIVER

Section 7.01 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after receipt of the Company Shareholder Approval (other than in the case of a termination pursuant to Section 7.01(d)(ii) which may only be invoked prior to the receipt of the Company Shareholder Approval):

(a) by mutual written consent of Parent and the Company;

(b) by either Parent or the Company:

(i) if the Merger shall not have been consummated on or before December 16, 2016 (the "Outside Date"); provided, however, that the right to terminate this Agreement under this Section 7.01(b)(i) shall not be available to any party whose material breach of a representation, warranty or covenant in this Agreement has been the principal cause of the failure of the Merger to be consummated on or before the Outside Date;

(ii) if any Governmental Entity of competent jurisdiction located in the United States or any Applicable Jurisdiction shall have (x) adopted, enacted, issued, entered, or promulgated, enforced or deemed applicable to the Merger any Law that prohibits or makes permanently illegal the consummation of the Merger or (y) issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the Merger, and such order, decree, ruling or action shall have become final and nonappealable; provided, however, that the right to terminate under this Section 7.01(b)(ii) shall not be available to any party whose material breach of this Agreement has been the principal cause of such action; or

(iii) if the Company Shareholder Approval shall not have been obtained upon a vote taken thereon at the Company Shareholders' Meeting duly convened therefor or at any adjournment or postponement thereof at which the vote was taken;

(c) by Parent if:

(i) the Company shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.02(a) or Section 6.02(b) and (B) is incapable of being cured by the Company at least three Business Days prior to the Outside Date or, if capable of being so cured, shall not have been cured by the Company until the earlier of (x) three Business days prior to the Outside Date and (y) within 30 calendar days following receipt of written notice of such breach or failure to perform from Parent; provided, that Parent is not then in material breach of this Agreement so as to cause any of the conditions set forth in Section 6.01 or Section 6.03 not to be capable of being satisfied; or

(ii) (A) the Board of Directors of the Company or any committee thereof shall have made a Change of Recommendation, (B) the Company shall have Willfully and Materially breached or Willfully and Materially failed to perform in any material respect its obligations or agreements contained in Section 4.02 or its obligation under Section 5.01 to convene the Company Shareholders' Meeting, (C) the Company shall have failed to include the Company Recommendation in the Proxy Statement, (D) an Acquisition Proposal has been publicly announced and the Board of Directors of the Company shall have failed to issue a press release that expressly reaffirms the Company Recommendation within ten Business Days of receipt of a written request by Parent to provide such reaffirmation, (E) any tender offer or exchange offer is commenced with respect to the outstanding shares of Company Common Stock, and the Board of Directors of the Company shall not have recommended that the Company's shareholders reject such tender offer or exchange offer and not tender their Company Common Stock into such tender offer or exchange offer within ten Business Days after commencement of such tender offer or exchange offer, or (F) the Company or its Board of Directors (or any committee thereof) shall have resolved to, or publicly announced its intention to, take any of the actions specified in this Section 7.01(c)(ii);

(d) by the Company if:

(i) Parent, Dell or Merger Sub shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 6.03(a) or Section 6.03(b) and (B) is incapable of being cured by Parent, Dell or Merger Sub at least three Business Days prior to the Outside Date or, if capable of being cured, shall not have been so cured by Parent, Dell or Merger Sub until the earlier of (x) three Business Days prior to the Outside Date and (y) within 30 calendar days following receipt of written notice of such breach or failure to perform from the Company; provided, that the Company is not then in material breach of this Agreement so as to cause any of the conditions set forth in Section 6.01 or Section 6.02 not to be capable of being satisfied;

(ii) at any time prior to obtaining the Company Shareholder Approval (but only after the expiration of any notice period required under Section 4.02(d)) if (A) the Board of Directors of the Company determines, in response to an Acquisition Proposal from a person that is not an Affiliate of the Company, after consultation with its outside legal advisors and a financial advisor of nationally recognized reputation, that such Acquisition Proposal is a Superior Proposal (after giving effect to any changes to the terms of this Agreement proposed by Parent in response to such Acquisition Proposal or otherwise) and that, after consultation with its outside legal advisors, the failure to terminate this Agreement would be inconsistent with its fiduciary duties under applicable Law, (B) the Company has complied in all material respects with its obligations under Section 4.02, (C) the Company executes an Alternative Acquisition Agreement with respect to such Superior Proposal concurrently with the termination of this Agreement and (D) the Company concurrently with the termination of this Agreement pays to Parent the Company Termination Fee; or

(iii) (A) all of the conditions set forth in Section 6.01 and Section 6.02 have been satisfied or (to the extent permitted by Law) waived (other than those conditions that, by their nature, cannot be satisfied until the Closing so long as such conditions would be satisfied if the Closing Date were the date of such termination of this Agreement) at the time the Closing is required to occur pursuant to Section 1.02; (B) the Company has irrevocably notified Parent in writing (x) that all of the conditions set forth in Section 6.01 and Section 6.03 have been satisfied (other than those conditions that, by their nature, cannot be satisfied until the Closing so long as such conditions would be satisfied if the Closing Date were the date of such notice of termination of this Agreement) or that it is waiving any such unsatisfied conditions to Section 6.01 and Section 6.03 for the purpose of consummating the Closing and (y) it is ready, willing and able to consummate the Closing and will consummate the Closing if Parent and Merger Sub do (provided that such irrevocable notice may remain subject to the continued satisfaction as of the Closing of the conditions set forth in Section 6.01(b), Section 6.03(a) (solely as

such condition relates to the representations set forth in Section 3.02(h)), Section 6.03(b) (solely as such condition relates to the obligations under Section 5.19), Section 6.01(d) and Section 6.03(d)); and (C) Parent and Merger Sub fail to complete the Closing within three (3) Business Days following the later of (x) the date the Closing was required to occur under Section 1.02 and (y) the date of receipt of such notice from the Company (provided that during such three (3)-Business Day period Parent shall not be permitted to terminate this Agreement pursuant to Section 7.01(b)(i)).

Section 7.02 Effect of Termination. In the event of termination of this Agreement by either the Company or Parent as provided in Section 7.01, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of Parent, Dell, Merger Sub or the Company under this Agreement, except that (a) the Dell Obligations and (b) this Section 7.02, Section 7.03 and Article VIII shall survive such termination indefinitely; provided, however, that no such termination shall relieve the Company from any liability or damages for fraud or Willful and Material Breach by the Company of any of its representations, warranties, covenants or other agreements set forth in this Agreement, up to a maximum aggregate amount of Four Billion Dollars ($4,000,000,000) suffered by Parent, Dell or Merger Sub. "Willful and Material Breach" means a deliberate act or a deliberate failure to act, which act or failure to act constitutes in and of itself a material breach of this Agreement, regardless of whether breaching was the conscious object of the act or failure to act.

Section 7.03 Fees and Expenses.

(a) Except as otherwise expressly provided in this Agreement, all fees and expenses incurred in connection with this Agreement, the Merger and the other transactions contemplated by this Agreement shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated, except that expenses incurred in connection with the printing and mailing of the Form S-4 and the Proxy Statement and in connection with notices or other filings with any Governmental Entities under any Antitrust Laws shall be shared equally by Parent and the Company.

(b) If this Agreement is terminated by Parent pursuant to Section 7.01(c)(ii) (or by the Company pursuant to Section 7.01(b)(i) at a time when Parent was permitted to terminate this Agreement pursuant to Section 7.01(c)(ii)), then the Company shall pay Parent (or its designee) a fee in the amount equal to Two Billion Five Hundred Million Dollars ($2,500,000,000) (the "Company Termination Fee") by wire transfer of same-day funds no later than the second Business Day following the date of such termination of this Agreement.

(c) If this Agreement is terminated by the Company pursuant to Section 7.01(d)(ii), then the Company shall pay Parent (or its designee) the Company Termination Fee by wire transfer of same-day funds prior to or concurrently with such termination; provided, that, and only in such circumstances, if such termination occurs prior to the No-Shop Period Start Date, the Company Termination Fee shall mean a fee in the amount equal to Two Billion Dollars ($2,000,000,000).

(d) If after the date hereof, (i) an Acquisition Proposal shall have been made to the Company or shall have been made directly to the shareholders of the Company generally or shall have otherwise become publicly known or any person shall have publicly announced an intention (whether or not conditional) to make an Acquisition Proposal, (ii) thereafter this Agreement is terminated pursuant to Section 7.01(b)(iii) or Section 7.01(c)(i) and (iii) within 12 months after any such termination referred to in clause (ii) above, the Company enters into an Alternative Acquisition Agreement with respect to, or consummates the transactions contemplated by, an Acquisition Proposal (regardless of whether such Acquisition Proposal is (x) made before or after termination of this Agreement or (y) is the same Acquisition Proposal referred to in clause (i) above), then (subject to the aggregate limitation set forth in the proviso to Section 7.02), the Company shall pay to Parent (or its designee) the Company Termination Fee by wire transfer of same-day funds, on the date of the first to occur of such event(s) referred to above in this clause (iii); provided, however, that for purposes of the definition of "Acquisition Proposal" in this Section 7.03(d), references to "20%" shall be replaced by "50%"; and references

to "or any Significant Subsidiary of the Company" and "or any of its Significant Subsidiaries" shall be deemed to refer only to VMware, subject to Section 7.03(d) of the Company Disclosure Letter.

(e) If this Agreement is terminated by the Company (x) pursuant to Section 7.01(d)(i) due to a breach of covenants by Parent, Dell or Merger Sub or due to a breach of the representations and warranties contained in Section 3.02(g) or Section 3.02(h), (y) pursuant to Section 7.01(d)(iii) or (z) by Parent pursuant to Section 7.01(b)(i) in circumstances in which the Company would have been entitled to terminate this Agreement pursuant to Section 7.01(d)(i) due to a breach of covenants by Parent, Dell or Merger Sub or due to a breach of the representations and warranties contained in Section 3.02(g) or Section 3.02(h), then Parent or Dell shall pay to the Company a fee in the amount equal to Four Billion Dollars ($4,000,000,000) (the "Reverse Termination Fee"); provided, however, that if this Agreement is terminated by the Company pursuant to Section 7.01(d)(iii) and at such time (1) the Company has made available the Target Amount of Cash on Hand and has otherwise complied with its obligations under Section 5.15 and (2) the Financing Sources for the Debt Financing have confirmed that the Debt Financing will be funded in accordance with the terms thereof at the Closing (assuming the substantially concurrent funding of the Common Equity Financing, the Target Amount of Cash on Hand and the Parent Cash on Hand), and (3) Parent and Dell do not make available the Parent Cash on Hand for the purpose of financing the transactions contemplated by this Agreement, then Dell shall pay to the Company, in lieu of the Reverse Termination Fee (and without duplication), a fee in the amount equal to Six Billion Dollars ($6,000,000,000) (the "Alternative Reverse Termination Fee"). The Reverse Termination Fee or the Alternative Reverse Termination Fee, as applicable, shall be paid by Parent or Dell by wire transfer of same-day funds no later than the second Business Day following the date of such termination of this Agreement.

(f) Without limiting or otherwise affecting other remedies that may be available to Parent and Merger Sub, in the event of the termination of this Agreement by the Company or Parent pursuant to Section 7.01(b)(iii) or by Parent pursuant to Section 7.01(c)(i), then the Company shall pay to, or as directed by, Parent as promptly as possible (but in any event within two Business Days) following receipt of an invoice therefor all reasonable out-of-pocket expenses (including all fees and expenses of counsel, accountants, investment banks, advisors and consultants to Parent, Merger Sub or their respective Affiliates, and all out-of-pocket fees and expenses of Financing Sources for which Parent, Merger Sub or their Affiliates may be responsible) incurred by Parent, Merger Sub or their respective Affiliates in connection with this Agreement and the transactions contemplated hereby, up to an aggregate maximum amount of Fifty Million Dollars ($50,000,000), by wire transfer of same day funds, which amount shall be credited against any Company Termination Fee that becomes subsequently payable to Parent.

(g) Notwithstanding anything to the contrary in this Agreement, if Parent and Merger Sub fail to effect the Closing when required by Section 1.02 for any or no reason or otherwise breach this Agreement (whether willfully, intentionally, unintentionally or otherwise) or fail to perform hereunder (whether willfully, intentionally, unintentionally or otherwise), then (i) (x) a decree or order of specific performance or an injunction or injunctions if and to the extent permitted by Section 8.09, (y) the termination of this Agreement pursuant to Section 7.01(b)(i), Section 7.01(d)(i) or Section 7.01(d)(iii) and receipt of payment of the Reverse Termination Fee or the Alternative Reverse Termination Fee (as applicable) pursuant to Section 7.03(e), if payable in accordance with the terms hereof and (z) the Company's rights against Parent and Dell in respect of the Dell Obligations, shall be the sole and exclusive remedies (whether at law, in equity, in contract, in tort or otherwise) of the Company and its Affiliates against any of Parent, Merger Sub, Dell, the stockholders of Parent, the Financing Sources and any of their respective former, current or future direct or indirect equityholders, controlling persons, stockholders, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners, attorneys or other representatives, or any of their respective successors or assigns or any of the former, current or future direct or indirect equityholders, controlling persons, stockholders, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners, attorneys or other representatives or successors or assignees of any of the foregoing (each a "Specified Person" and together, the "Specified Persons") for any breach, cost, expense, loss or damage suffered as a result thereof, and (ii) except with respect to Parent, Merger Sub and Dell as provided in the immediately foregoing clause (i), none of the Specified

Persons will have any liability or obligation to the Company or any of its Affiliates relating to or arising out of this Agreement, the Commitment Papers or in respect of any other document or theory of law or equity or in respect of any oral representations made or alleged to be made in connection herewith or therewith, whether at law or equity, in contract, in tort or otherwise. Without limiting the right of Parent and Merger Sub (or following the Effective Time, the Surviving Corporation) under the Commitment Papers or the Company's rights as a third party beneficiary of Parent's rights under the Common Equity Purchase Agreements to cause Parent to obtain the proceeds of and consummate the Common Equity Financing if and to the extent permitted thereunder and by Section 8.09, the Company acknowledges and agrees that none of the Financing Sources shall have any liability or obligation to the Company or any of its Affiliates if they breach or fail to perform (whether willfully, intentionally, unintentionally or otherwise) any of their obligations under their respective Commitment Papers. Without limiting clause (ii) above or the Company's rights set forth in the immediately preceding sentence, upon payment of the Reverse Termination Fee or the Alternative Reverse Termination Fee (as applicable) in accordance with the terms of this Agreement, none of the Specified Persons shall have any further liability to the Company or any of its Affiliates relating to or arising out of this Agreement, the Commitment Papers or in respect of any other document or theory of law or equity or in respect of any oral representations made or alleged to be made in connection herewith or therewith, whether at law or equity, in contract, in tort or otherwise, and none of the Specified Persons shall have any further liability to the Company or any of its Affiliates relating to or arising out of this Agreement or the transactions contemplated hereby, in each case, other than liability of Dell in respect of the Dell Obligations. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, neither Parent nor Merger Sub shall be deemed to be in breach of this Agreement or to have failed to perform any of its obligations under this Agreement, including for purposes of Section 7.01(b)(i), solely as a result of the inability (in and of itself) of Parent and Merger Sub to consummate the transactions contemplated by this Agreement on the date the Closing was required to have occurred pursuant to Section 1.02 due to the proceeds of the Debt Financing not being available in full pursuant to the terms thereof, if neither Parent nor Merger Sub has otherwise breached or failed to perform its representations, warranties, covenants or agreements contained in this Agreement; provided, that the foregoing shall not limit the Company's rights to seek specific performance or injunctive relief to the extent otherwise permitted under Section 8.09.

(h) The Company and Parent acknowledge and agree that the agreements contained in this Section 7.03 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, neither the Company nor Parent would enter into this Agreement; accordingly if either the Company or Parent fails promptly to pay any amount due pursuant to this Section 7.03, and, in order to obtain such payment, the Company or Parent, as applicable, commences a suit that results in a judgment against the Company or Parent, as applicable, for the Company Termination Fee, Reverse Termination Fee or the Alternative Reverse Termination Fee, as applicable, or any portion thereof, the Company shall pay to Parent, or Dell shall pay to the Company, as applicable, its costs and expenses (including reasonable attorneys' fees and expenses) in connection with such suit, together with interest on the amount due pursuant to this Section 7.03 from the date such payment was required to be made until the date of payment at the prime lending rate as published in *The Wall Street Journal* in effect on the date such payment was required to be made. All payments under this Section 7.03 shall be made by wire transfer of immediately available funds to an account designated in writing by Parent or Company. The parties acknowledge and agree that in no event will the Company be required to pay the Company Termination Fee on more than one occasion and in no event will Dell be required to pay both the Reverse Termination Fee and the Alternative Reverse Termination Fee or to pay either such fee on more than one occasion.

Section 7.04 Amendment. This Agreement may be amended by the parties hereto at any time before or after receipt of the Company Shareholder Approval; provided, however, that after such approval has been obtained, there shall be made no amendment that by applicable Law requires further approval by the shareholders of the Company without such approval having been obtained. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Notwithstanding anything to the contrary contained herein, Section 7.03(g), this Section 7.04, Section 8.06, Section 8.07, Section 8.09 and Section 8.10 may not be modified, waived or terminated in a manner adverse in any respect to the Financing Sources or their Specified Persons without the prior written consent of the relevant Financing Source.

Section 7.05 Extension; Waiver. At any time prior to the Effective Time, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) to the extent permitted by applicable Law, waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) to the extent permitted by applicable Law, waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights nor shall any single or partial exercise by any party to this Agreement of any of its rights under this Agreement preclude any other or further exercise of such rights or any other rights under this Agreement.

Section 7.06 Procedure for Termination or Amendment. A party terminating this Agreement pursuant to Section 7.01 (other than pursuant to Section 7.01(a)) shall deliver a written notice to the other party setting forth the specific basis for such termination and the specific provision of Section 7.01 pursuant to which this Agreement is being terminated. A termination of this Agreement pursuant to Section 7.01 or an amendment or waiver of this Agreement pursuant to Section 7.04 or Section 7.05 shall, in order to be effective, require, in the case of Parent, the Company and Merger Sub, action by its Board of Directors or a duly authorized committee thereof.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01 Nonsurvival; No Other Representations and Warranties; Due Investigation.

(a) None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time, except that this Section 8.01 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Effective Time.

(b) Except for the representations and warranties contained in Article III, neither the Company nor any of its Representatives makes or has made any other representation or warranty on behalf of the Company or otherwise in respect of the Company and its Subsidiaries, including as to the accuracy or completeness of any information (including any projections, estimates or other forward-looking information) provided (including set forth in any electronic data room or provided in any presentations, supplemental information or other due diligence materials) or otherwise made available by or on behalf of the Company. The Company expressly disclaims any and all other representations and warranties, whether express or implied.

(c) Except for the representations and warranties contained in Article IV, none of Parent, Dell or Merger Sub, nor any of their respective Representatives, makes or has made any other representation or warranty on behalf of Parent, Dell or Merger Sub or otherwise in respect of Parent and its Subsidiaries, including as to the accuracy or completeness of any information (including any projections, estimates or other forward-looking information) provided (including set forth in any electronic data room or provided in any presentations, supplemental information or other due diligence materials) or otherwise made available by or on behalf of Parent. Parent, Dell and Merger Sub expressly disclaim any and all other representations and warranties, whether express or implied.

(d) Each of Parent, Dell and Merger Sub has conducted its own independent review and analysis of the business, operations, technology, assets, liabilities, results of operations, financial condition and prospects of the Company. In entering into this Agreement, each of Parent, Dell and Merger Sub has relied solely upon its own investigation and analysis, and acknowledges and agrees that, other than with respect to the representations and

warranties contained in Article III, the Company, its Subsidiaries and their respective Representatives shall not have any liability or responsibility whatsoever to Parent, Merger Sub or their respective Affiliates or any of their respective Representatives (including in Contract or tort, under federal or state securities laws or otherwise) based upon any information provided or made available, or statements made (or any omissions therefrom), to Parent, Merger Sub or their respective Affiliates or any of their respective Representatives.

Section 8.02 Notices. Except for notices that are specifically required by the terms of this Agreement to be delivered orally, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given personally, by telecopy (which is confirmed by non-automated response) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to Parent, Dell or Merger Sub, to:

Dell Inc.
One Dell Way, RR1-33
Round Rock, Texas 78682
Facsimile: (512) 283-9501
Attention: Richard Rothberg, General Counsel

with a copy (which shall not constitute actual or constructive notice) to:

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, California 94304
Fax: (650) 251-5002
Attention: Richard Capelouto; Atif I. Azher

and:

Simpson Thacher & Bartlett LLP
600 Travis Street
Suite 5400
Houston, Texas 77002
Fax: (713) 821-5602
Attention: Christopher R. May

if to the Company, to:

EMC Corporation
176 South Street
Hopkinton, Massachusetts 01748
Fax: (508) 497-6915
Attention: Office of the General Counsel

with a copy (which shall not constitute actual or constructive notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
500 Boylston Street
Boston, Massachusetts 02116
Fax: (617) 305-4815
Attention: Margaret A. Brown; Laura P. Knoll

Notices shall be deemed given upon receipt.

Section 8.03 Definitions. For purposes of this Agreement:

(a) An "Affiliate" of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, "control" means, as to any person, the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise. The term "controlled" shall have a correlative meaning.

(b) "Business Day" means any day that is not a Saturday, Sunday or other day on which banking institutions are required or authorized by law to be closed in New York, New York.

(c) "Commercial Paper Debt" means indebtedness of the Company in a principal amount not to exceed Two Billion Five Hundred Million Dollars ($2,500,000,000) in the aggregate at any time outstanding, evidenced by unsecured promissory notes with a maximum maturity of 30 days for any such notes issued and sold after the date hereof; provided, that, from and after the date of the Company's receipt of a written notice from Parent stating that Parent reasonably and in good faith expects that the Effective Time will occur not later than 30 days after the date of such notice, the maximum maturity of any notes issued and sold after receipt of such notice shall be seven days and, in no event, shall any such notes mature on a date occurring after the Effective Time.

(d) "Company Personnel" means any current or former officer, employee, director or individual consultant of the Company or any of its Subsidiaries.

(e) "Company Stock Plans" means collectively, the EMC Corporation 1985 Stock Option Plan (as amended June 7, 2002), the 1992 EMC Corporation Stock Option Plan for Directors (as amended January 27, 2005), the EMC Corporation 1993 Stock Option Plan (as amended June 7, 2002), the EMC Corporation 2001 Stock Option Plan (as amended April 29, 2010), the EMC Corporation Amended and Restated 2003 Stock Plan (as amended and restated as of April 30, 2015), the Avamar Technologies, Inc. 2000 Equity Incentive Plan (as amended and restated as of February 20, 2002, and further amended as of April 1, 2003, July 21, 2004, May 6, 2005 and February 9, 2006), the Aveksa, Inc. 2005 Equity Incentive Plan, the BusinessEdge Solutions, Inc. Amended and Restated 1999 Stock Incentive Plan, the Fundamental Software, Inc. 2000 Stock Option / Stock Issuance Plan, the Data Domain, Inc. 2002 Stock Plan, the Data Domain, Inc. 2007 Equity Incentive Plan, the DSSD, Inc. 2013 Equity Incentive Plan (as amended), the FastScale Technology, Inc. 2006 Stock Incentive Plan, the Greenplum, Inc. 2006 Stock Plan (as amended November 26, 2007), the Iomega Corporation 1997 Stock Incentive Plan, the Iomega Corporation 2007 Stock Incentive Plan, the Isilon Systems, Inc. 2006 Equity Incentive Plan (as amended and restated April 12, 2010), the Kashya Israel Ltd. 2003 Stock Plan, the Kazeon Systems, Inc. 2003 Stock Plan (as amended September 20, 2006, December 13, 2006 and November 14, 2007), the Likewise Software, Inc. 2004 Stock Plan (as amended April 15, 2010), the Maginatics, Inc. 2010 Stock Incentive Plan, the NetWitness Acquisition Corp. 2006 Equity Incentive Plan, the nLayers Ltd. 2003 Share Option Plan, the nLayers Ltd. US Appendix to the 2003 Share Option Plan, the Pi Corporation 2006 Stock Plan, the PassMark Security, Inc. 2004 Stock Plan, the ScaleIO, Inc. 2011 Stock Incentive Plan, the Silver Tail Systems, Inc. 2008 Stock Plan, the Spanning Cloud Apps, Inc. Amended and Restated 2011 Stock Plan, the Tablus, Inc. 2006 Stock Plan, the TwinStrata, Inc. 2008 Stock Option and Purchase Plan, the Virtustream Group Holdings, Inc. 2009 Equity Incentive Plan (as amended December 15, 2009, January 15, 2010, December 14, 2011, March 14, 2012 and April 21, 2014), the SysDm, Inc. 2003 Stock Option/Stock Issuance Plan, the Amended and Restated Stock Option Plan for Xtreme Labs Inc., the XtremIO Ltd. Amended and Restated 2010 US Share Option Plan and the XtremIO Ltd. 2010 Israeli Share Option Plan.

(f) "Credit Facilities" means the credit facilities contemplated by the Debt Commitment Letter.

(g) "Dell Obligations" means (i) all costs and expenses of the Company and interest on the Reverse Termination Fee or the Alternative Reverse Termination Fee (as applicable) payable by Dell pursuant to Section 7.03(e) in connection with the Company's collection of the Reverse Termination Fee or the Alternative Reverse Termination Fee (as applicable), (ii) all reimbursement and indemnification obligations of Dell pursuant to Section 5.13(g) in connection with the Company's cooperation with the Financing, (iii) all reimbursement

obligations of Dell pursuant to Section 5.16 in connection with the Company's cooperation with proposed divestitures, and (iv) all liabilities and obligations of Parent under the Confidentiality Agreement, including those arising pursuant to Section 5.02(b).

(h) "Existing Transfer Restrictions" means Transfer Restrictions on the VMware Common Stock owned by the Company or its Affiliates (i) on account of the fact that the Company or its Affiliates, as the case may be, is an "affiliate" of VMware within the meaning of Rule 144 under the Securities Act ("Rule 144"); (ii) on account of the fact that the shares of VMware Common Stock are "restricted securities" within the meaning of Rule 144, with a holding period for purposes of Rule 144(d) that began no later than October 12, 2014, and (iii) as set forth in the VMware Certificate.

(i) "Filed Contracts" means each Contract filed by the Company with the SEC, furnished by the Company to the SEC, or incorporated by reference, (i) as a "material contract" pursuant to Item 601(b)(10) of Regulation S-K in the Company's Annual Report on Form 10-K for its fiscal year ended December 31, 2014 or in any Quarterly Report on Form 10-Q filed subsequent thereto through the date hereof or (b) as a "material definitive agreement" filed pursuant to, Item 1.01 of Form 8-K of the SEC under the Exchange Act in any Current Report on Form 8-K filed from and after January 1, 2015 and prior to the date hereof.

(j) "Financing Sources" means the entities that have committed to provide the Financing or other financings in connection with the transactions contemplated hereby, including the parties to the Commitment Papers and any joinder agreements or definitive agreements relating thereto.

(k) "Hazardous Materials" means (i) petroleum, petroleum products and byproducts, asbestos and asbestos-containing materials, urea formaldehyde foam insulation, electronic, medical or infectious wastes, polychlorinated biphenyls, radon gas, radioactive substances, chlorofluorocarbons and all other ozone-depleting substances, and (ii) any substance or waste defined or regulated under or pursuant to any Environmental Law as hazardous, toxic, a pollutant, a contaminant, or any term of similar meaning.

(l) "Intellectual Property" shall mean all intellectual property rights worldwide, including without limitation patents, inventions, technology, discoveries, processes, formulae and know-how, copyrights and copyrightable works (including Software, databases, applications, source and object code, systems, networks, website content, documentation and related items), trademarks, service marks, trade names, logos, domain names, corporate names, social media identifiers, trade dress and other source indicators, and the goodwill of the business appurtenant thereto, trade secrets, data and other confidential or proprietary information, and in the case of each of the foregoing, any continuations, divisionals, continuations-in-part, provisionals, renewals, reissues, reexaminations, substitutions, extensions, registrations and applications.

(m) "Key Personnel" means any director, officer or other employee of the Company or any Subsidiary of the Company (other than VMware or its Subsidiaries or Pivotal and its Subsidiaries) with the title of Senior Vice President or higher.

(n) "Knowledge" means, with respect to any matter in question, (i) in the case of the Company, the actual knowledge of the individuals identified on Section 8.03(n) of the Company Disclosure Letter and (ii) in the case of Parent, the actual knowledge of the individuals identified on Section 8.03(n) of the Parent Disclosure Letter.

(o) "Margin Loan Financing" means the financing contemplated by Exhibit E to the Debt Commitment Letter.

(p) "Marketing Period" means the first period of twenty (20) consecutive Business Days commencing after the date hereof and throughout and at the end of which (a) Parent shall have received the Required Information from the Company and (b)(i) the conditions set forth in Section 6.01 and Section 6.02 are satisfied

(other than those conditions in Section 6.02 that by their nature are to be satisfied at Closing, but subject to those conditions being capable of being satisfied at such time); provided, that if on the date that is thirty (30) Business Days prior to the Outside Date, all of such conditions are satisfied except for Section 6.01(b) or Section 6.01(c) solely in respect of the Applicable Jurisdictions set forth on Section 8.03(p) of the Company Disclosure Letter (the "Excluded Conditions") and no Excluded Condition is incapable of being satisfied on or prior to the Outside Date, the satisfaction of the Excluded Conditions shall not be required in order to commence or continue the Marketing Period as long as all other prerequisites to commencing and continuing the Marketing Period have been satisfied (it being understood that such Marketing Period shall be deemed to have commenced no earlier than such date that is thirty (30) Business Days prior to the Outside Date), and (ii) nothing has occurred and no condition exists that entitles Parent to terminate this Agreement pursuant to Section 7.01(c)(i); provided, that the Marketing Period shall end on any earlier date that is the date on which the proceeds of the Debt Financing are obtained in full; provided further that (x) such twenty (20) consecutive Business Day period shall only occur within any of the following time periods: (i) beginning on January 4, 2016 and ending on (and including) February 8, 2016, (ii) beginning on March 24, 2016 and ending on (and including) May 9, 2016, (iii) beginning on May 10, 2016 and ending on (and including) June 11, 2016, (iv) beginning June 3, 2016 and ending on (and including) August 8, 2016, (v) beginning on August 9, 2016 and ending on (and including) September 10, 2016, (vi) beginning on September 12, 2016 and ending on (and including) November 8, 2016, and (vii) beginning on November 9, 2016 and ending on (and including) December 10, 2016, (y) the Marketing Period shall either end on or prior to August 19, 2016 or, if the Marketing Period has not ended on or prior to August 19, 2016, then the Marketing Period shall commence no earlier than September 6, 2016, and (z) the Marketing Period shall not be deemed to have commenced if (A) after the date of this Agreement and prior to the completion of the Marketing Period, (I) PricewaterhouseCoopers LLP shall have withdrawn its audit opinion with respect to any of the financial statements contained in any documents filed or furnished by the Company or VMware with the SEC, in which case the Marketing Period shall not be deemed to commence unless and until a new unqualified audit opinion is issued with respect to such financial statements by PricewaterhouseCoopers LLP or another independent accounting firm reasonably acceptable to Parent, (II) the financial statements included in the Required Information that is available to Parent on the first day of any such twenty (20) consecutive Business Day period are not, during each day of such period, the most recent consolidated financial statements of the Company on which the Company's independent accountants have performed and completed an audit or review as described in AU Section 722, Interim Financial Information, then the Marketing Period shall not be deemed to commence until the receipt by Parent of such most recent consolidated financial statements, (III) the Required Information, when taken as a whole along with any documents filed or furnished by the Company with the SEC, contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements contained therein not misleading, in which case the Marketing Period shall not be deemed to commence unless and until such Required Information and documents filed or furnished by the Company with the SEC have been updated so that there is no longer any such untrue statement or omission, or (IV) the Company or any of its Subsidiaries shall have announced any intention to restate any historical financial statements of the Company or any of its Subsidiaries or other financial information included in the Required Information or that any such restatement is under consideration or may be a possibility, in which case the Marketing Period shall not be deemed to commence unless and until such restatement has been completed and the applicable Required Information has been amended or the Company has announced that it has concluded no such restatement shall be required, or (B) the Company or any of its Subsidiaries shall have been delinquent in filing or furnishing any document required to be filed or furnished with the SEC, in which case, the Marketing Period shall not be deemed to have commenced unless and until, at the earliest, all such delinquencies have been cured. If the Company shall in good faith reasonably believe that (1) clause (b) to this definition has been satisfied and (2) it has delivered the Required Information that satisfies the requirements of clause (z) of the proviso to this definition, it may give to Parent a written notice to that effect, in which case the Company shall be deemed to have complied with clauses (1) and (2) sufficient to commence the Marketing Period, unless Parent in good faith reasonably believes the Company has not so complied, and within eight (8) Business Days after the giving of such notice by the Company, gives a written notice to the Company to that effect (stating with specificity which elements of clauses (1) and (2) have not been complied with, including whether Required Information has not been delivered by the Company or does not satisfy the requirements of clause (z) of the proviso to this definition).

(q) "Material Adverse Effect" means any event, development, circumstance, change, effect or occurrence that, individually or in the aggregate with all other events, developments, circumstances, changes, effects or occurrences, has a material adverse effect on or with respect to the business, assets, liabilities, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole; provided, however, that no events, developments, circumstances, changes, effects or occurrences to the extent arising out of or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) changes or conditions generally affecting the industries in which the Company and its Subsidiaries operate, (ii) general changes or developments in the economy or the financial, debt, capital, credit or securities markets in the United States or elsewhere in the world, including as a result of changes in geopolitical conditions, (iii) the negotiation, execution, delivery or performance of this Agreement (other than with respect to the Company's obligations under the first sentence of Section 4.01(a)), the identity of Parent, or the public announcement, pendency or consummation of this Agreement or the Merger or the other transactions contemplated hereby (including the effect thereof on relationships, contractual or otherwise, of the Company or any of its Subsidiaries with employees, customers, suppliers, partners or Governmental Entities), and including any Transaction Litigation or any demand, action, claim or proceeding for appraisal or the fair value of any shares of Company Common Stock pursuant to the MBCA in connection herewith, (iv) changes in any applicable Laws or regulations or applicable accounting regulations or principles or interpretation thereof, in each case, unrelated to the transactions contemplated hereby, (v) any hurricane, tornado, earthquake, flood, tsunami or other natural disaster or outbreak or escalation of hostilities or war (whether or not declared), military actions or any act of sabotage or terrorism, or any change in general national or international political or social conditions, (vi) any change in the price or trading volume of the Company Common Stock or the VMware Common Stock or the credit rating of the Company or VMware, in and of itself, (vii) any failure by the Company or VMware to meet any published analyst estimates or expectations of the Company's or VMware's revenue, earnings or other financial performance or results of operations for any period, or any failure by the Company or VMware to meet its internal or published projections, budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself or (viii) compliance with the terms of, or the taking of any action expressly required by, this Agreement (other than with respect to the Company's obligations under the first sentence Section 4.01(a)); except (A) in the cases of clause (i), (ii), (iv) or (v), to the extent that the Company and its Subsidiaries, taken as a whole, are disproportionately affected thereby as compared with other participants in the industries in which the Company and its Subsidiaries operate and (B) that clause (vi) or (vii) shall not prevent or otherwise affect a determination that any events, developments, circumstances, changes, effects or occurrences (unless otherwise excepted under clauses (i)-(v) or (viii) hereof) underlying such changes or failures constitute or contribute to a Material Adverse Effect; provided, further, that the exceptions in clause (iii) above shall not apply with respect to references to Material Adverse Effect in those portions of the representations and warranties contained in Section 3.01(e) (to the extent related to such portions of such representation) the purposes of which are to address the consequences resulting from the execution, delivery and performance of this Agreement by the Company or the consummation of the Merger and the other transactions contemplated by this Agreement.

(r) "Parent Material Adverse Effect" means any event, development, circumstance, change, effect or occurrence that, individually or in the aggregate with all other events, developments, circumstances, changes, effects or occurrences, has a material adverse effect on or with respect to the business, assets, liabilities, results of operations or financial condition of Parent and its Subsidiaries, taken as a whole; provided, however, that no events, developments, circumstances, changes, effects or occurrences to the extent arising out of or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Parent Material Adverse Effect: (i) changes or conditions generally affecting the industries in which Parent and its Subsidiaries operate, (ii) general changes or developments in the economy or the financial, debt, capital, credit or securities markets in the United States or elsewhere in the world, including as a result of changes in geopolitical conditions, (iii) the negotiation, execution, delivery or performance of this Agreement, the identity of the Company or VMware, or the public announcement, pendency or consummation of this Agreement or the Merger or the other transactions contemplated hereby (including the effect thereof on relationships, contractual or otherwise, of Parent or any of its Subsidiaries with employees, customers, suppliers, partners or Governmental

Entities), and including any Transaction Litigation to the extent Parent or its Subsidiaries is a defendant thereto, (iv) changes in any applicable Laws or regulations or applicable accounting regulations or principles or interpretation thereof, in each case, unrelated to the transactions contemplated hereby, (v) any hurricane, tornado, earthquake, flood, tsunami or other natural disaster or outbreak or escalation of hostilities or war (whether or not declared), military actions or any act of sabotage or terrorism, or any change in general national or international political or social conditions, (vi) any failure by Parent to meet any published analyst estimates or expectations of Parent's revenue, earnings or other financial performance or results of operations for any period, or any failure by Parent to meet its internal or published projections, budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself or (vii) compliance with the terms of, or the taking of any action expressly required by, this Agreement; except (A) in the cases of clause (i), (ii), (iv) or (v), to the extent that Parent and its Subsidiaries, taken as a whole, are disproportionately affected thereby as compared with other participants in the industries in which Parent and its Subsidiaries operate and (B) that clause (vi) shall not prevent or otherwise affect a determination that any events, developments, circumstances, changes, effects or occurrences (unless otherwise excepted under clauses (i)-(v) or (vii) hereof) underlying such changes or failures constitute or contribute to a Parent Material Adverse Effect.

(s) "Permitted Liens" means any (i) Liens for current Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established, (ii) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar liens arising in the ordinary course of business not yet due and delinquent, the amount or validity of which are being contested in good faith by appropriate proceedings and for which adequate reserves, in accordance with GAAP, have been established, (iii) zoning, entitlements, building codes or other land use or environmental regulations, ordinances or legal requirements imposed by any Governmental Entity which, in each case, would not materially interfere with the present use of the properties or assets of the business of the Company and its Subsidiaries, taken as a whole, (iv) Liens, encroachments, covenants, restrictions, or state of facts which an accurate survey or inspection of the real property owned or leased by the Company or its Subsidiaries would disclose and other title imperfections, which, in each case, would not materially interfere with the present use of the properties or assets of the business of the Company and its Subsidiaries, taken as a whole, (v) with respect to securities, restrictions on transfer imposed by applicable securities Laws, and (vi) nonexclusive licenses or other nonexclusive grants of Intellectual Property.

(t) "person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity or a Governmental Entity.

(u) "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in SOX.

(v) "Representatives" means, with respect to any person, such person's directors, officers, employees, agents and representatives, including any investment banker, financial advisor, attorney, accountant or other advisor, agent, representative or controlled Affiliate.

(w) "Revolving Credit Facility" means the revolving credit facility pursuant to the Credit Agreement, dated as of February 27, 2015, by and among the Company, the lenders party thereto and Citibank, N.A. as administrative agent.

(x) "Software" means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) data, databases and compilations, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (iv) all documentation, including user manuals and training documentation, related to any of the foregoing.

(y) A "Subsidiary" of any person means another person, an amount of the voting securities, other voting rights or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person.

(z) "Transfer Restrictions" means, with respect to any shares of VMware Common Stock, any condition to or restriction on the ability of the owner or any pledgee thereof to pledge, sell, assign or otherwise transfer such shares or enforce the provisions thereof or of any document related thereto, including, without limitation, (i) any requirement that any sale, assignment or other transfer or enforcement for such shares of VMware Common Stock be consented to or approved by any person including the issuer thereof or any other obligor thereon, (ii) any limitation on the type or status, financial or otherwise, of any purchaser, pledgee, assignee or transferee of such shares and (iii) any registration or qualification requirement or prospectus delivery requirement for such shares pursuant to any federal securities law (including, without limitation, any such requirement arising under Section 5 of the Securities Act as a result of such shares being a "restricted security" or the Company being an "affiliate" of VMware, as such terms are defined in Rule 144).

(aa) "VMware Intercompany Agreements" means the (i) Master Transaction Agreement, dated as of August 13, 2007, (ii) Administrative Services Agreement, dated as of August 13, 2007, (iii) Employee Benefits Agreement, dated as of August 13, 2007, (iv) Insurance Matters Agreement, dated as of August 13, 2007, (v) Intellectual Property Agreement, dated as of August 13, 2007, (vi) Amended and Restated Real Estate License Agreement, dated as of September 21, 2015, (vii) Purchase and Sale Agreement, dated as of August 1, 2007 and (viii) Tax Sharing Agreement, dated as of August 13, 2007, in each case, between the Company and VMware.

Section 8.04 Interpretation. When a reference is made in this Agreement to an Article, a Section, an Exhibit or a Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to "this Agreement" shall include all Exhibits, the Company Disclosure Letter and the Parent Disclosure Letter. The word "will" shall be construed to have the same meaning and effect as the word "shall". The word "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. All Exhibits and Schedules annexed hereto or referred to herein, and the Company Disclosure Letter and the Parent Disclosure Letter, are hereby incorporated in and made a part of this Agreement as if set forth in full herein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any Contract, instrument or Law defined or referred to herein means such Contract, instrument or Law as from time to time amended, modified or supplemented, including (in the case of Contracts or instruments) by waiver or consent and (in the case of Laws) by succession of comparable successor Laws and references to all attachments thereto and instruments incorporated therein; provided, that for purposes of any representation or warranty contained in this Agreement that is made as of a specific date or dates, references to any Contract, instrument or Law shall be deemed to refer to such Contract, instrument or Law, in each case, as of such date. The words "made available to Parent" or words of similar import refer to documents (x) posted to an electronic data room accessible by Parent, Merger Sub or any of their respective Representatives prior to the date of this Agreement, (y) delivered in person or electronically to Parent, Merger Sub or any of their respective Representatives prior to the date of this Agreement or (z) filed or furnished with the SEC by the Company or VMware to the extent publicly available, including all reports, schedules, forms, statements and other documents and any exhibits and other information incorporated therein at least one (1) Business Day prior to the date of this

Agreement. The inclusion of any item in the Company Disclosure Letter or Parent Disclosure Letter shall not be deemed to be an admission or evidence of materiality of such item, nor shall it establish any standard of materiality for any purpose whatsoever. No disclosure in the Company Disclosure Letter relating to any possible breach or violation of any contract or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. The specification of any dollar amount in any representation or warranty contained in ARTICLE III is not intended to imply that such amount, or higher or lower amounts, are or are not material for purposes of this Agreement, and no party shall use the fact of the setting forth of any such amount in any dispute or controversy between or among the parties as to whether any obligation, item or matter not described herein or included in the Company Disclosure Letter or the Parent Disclosure Letter is or is not material for purposes of this Agreement. References to a person are also to its successors and permitted assigns. This Agreement is the product of negotiation by the parties having the assistance of counsel and other advisors. It is the intention of the parties that this Agreement not be construed more strictly with regard to one party than with regard to the others.

Section 8.05 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties (including by facsimile or other electronic image scan transmission).

Section 8.06 Entire Agreement; Third-Party Beneficiaries. This Agreement (including the Exhibits and Schedules and the Company Disclosure Letter and the Parent Disclosure Letter), the Confidentiality Agreement and any agreements entered into contemporaneously herewith constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof. Except for (a) Section 7.03(g), Section 7.04, this sentence of this Section 8.06, Section 8.09(d) and Section 8.10 (in each case, solely to the extent relating to the Financing Sources), which shall be for the benefit of the Financing Sources and their Specified Persons, (b) Section 7.03(g) which shall be for the benefit of the Specified Persons and (c) Section 5.06, which shall be for the benefit of any indemnitee referred to in Section 5.06, this Agreement (including the Exhibits and Schedules and the Company Disclosure Letter and the Parent Disclosure Letter), the Confidentiality Agreement and any agreements entered into contemporaneously herewith are not intended to and shall not confer upon any person other than the parties hereto any rights or remedies hereunder.

Section 8.07 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby (whether in law, contract, tort, equity or otherwise) shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

Section 8.08 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, and any assignment without such consent shall be null and void; provided, however, that without the consent of the other parties, the rights, interests and obligations of Merger Sub hereunder may be assigned to another wholly-owned Subsidiary of Parent if such other wholly-owned Subsidiary of Parent provides in writing that the representation in the first sentence of Section 3.02(k) is true with respect to such Subsidiary as of the date of such assignment, in which event all references herein to Merger Sub shall be deemed references to such other Subsidiary, except that all representations and warranties made herein with respect to Merger Sub as of the date hereof shall be deemed representations and warranties made with respect to such other Subsidiary as of the date of such designation. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective permitted successors and permitted assigns.

Section 8.09 Specific Enforcement; Consent to Jurisdiction.

(a) Subject to Section 8.09(b), the parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached or threatened to be breached. It is accordingly agreed that, subject to Section 8.09(b), the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement without proof of actual damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy) and agrees not to assert and hereby waives any defense to the effect that a remedy of injunctive relief or specific performance is unenforceable, invalid or contrary to Law or that a remedy of monetary damages would provide an adequate remedy, this being in addition to any other remedy to which they are entitled at law or in equity, which other remedies are subject to Section 7.03(g). The parties expressly acknowledge and agree that the Company's entitlement to specific performance under this Section 8.09(a) in respect of Parent's obligations to have and maintain the Parent Cash on Hand as required by Section 5.13(j) shall not be subject to the conditions set forth in Section 8.09(b).

(b) Notwithstanding anything herein to the contrary, the Company shall be entitled to specific performance and any other injunctive relief in order to cause Parent to cause the full funding of the Common Equity Financing under the Common Equity Purchase Agreements and to cause Parent and Merger Sub to consummate the Merger and the transactions contemplated by this Agreement to occur at the Closing, if and only if:

(i) all of the conditions to Closing set forth in Section 6.01 and Section 6.02 have been satisfied (other than those conditions that by their nature are to be satisfied by actions taken at Closing, but subject to those conditions being capable of being satisfied at such time if specific performance was granted pursuant to this Section 8.09(b)) at the time when the Closing would have been required to occur pursuant to Section 1.02;

(ii) Parent and Merger Sub have failed to complete the Closing following the date the Closing is required to occur pursuant to Section 1.02;

(iii) the Debt Financing has been funded or the Financing Sources for the Debt Financing have confirmed that the Debt Financing will be funded in accordance with the terms thereof at the Closing; and

(iv) the Company has irrevocably confirmed to Parent in writing that it is ready, willing and able for the Closing to occur if specific performance is granted and that if the Debt Financing is funded, then the Closing will occur (provided that such irrevocable notice may remain subject to the continued satisfaction as of the Closing of the conditions set forth in Section 6.01(b), Section 6.03(a) (solely as such condition relates to the representations set forth in Section 3.02(h), Section 6.01(d) and Section 6.03(d)) and Section 6.03(b) (solely as such condition relates to the obligations under Section 5.19).

For the avoidance of doubt, it is understood and agreed that (A) in no event shall the Company be entitled to the remedies set forth in this Section 8.09(b) if the conditions set forth under clauses (i) through (iv) above are not satisfied and (B) the election of the Company to pursue a grant of specific performance and any other injunctive relief to the extent permitted by this Section 8.09(b) with respect to the matters set forth in this Section 8.09(b) shall not restrict, impair or otherwise limit the Company from seeking to terminate this Agreement and collect payment of the Reverse Termination Fee or the Alternative Reverse Termination Fee (as applicable) pursuant to Section 7.03(e); provided, however, that under no circumstances shall the Company be permitted or entitled to receive both (A) a grant of specific performance to require Parent and Merger Sub to consummate the Closing and (B) payment of the Reverse Termination Fee or the Alternative Reverse Termination Fee (as applicable).

(c) Each of the parties hereto irrevocably agrees that any legal action or proceeding brought by any party to this Agreement with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by another party hereto or its successors or assigns, shall be brought and determined exclusively in the Business Litigation Session of the Superior Court of the Commonwealth of Massachusetts for Suffolk County, Massachusetts (or if such court does not have jurisdiction, any state court located within the Commonwealth of Massachusetts, or if those courts do not have jurisdiction, then any federal court of the United States located within the Commonwealth of Massachusetts). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action or proceeding brought by any party to this Agreement with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section 8.09(c), (ii) any claim that it or its property is exempt or immune from the jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) waives, to the fullest extent permitted by the applicable Law, any claim that (A) such suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the parties hereto agrees that service of process upon such party in any such action or proceeding shall be effective if such process is given as a notice in accordance with Section 8.02.

(d) Notwithstanding the foregoing and without limiting Section 8.09(c), each of the parties hereto agrees that it will not bring or support any action, cause of action, claim, cross-claim or third party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Financing Sources for the Debt Financing or their Specified Persons in any way relating to this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby, including any dispute arising out of or relating in any way to the Debt Commitment Letter or any other letter or agreement related to the Debt Financing or the performance thereof, in any forum other than any state or federal court sitting in the Borough of Manhattan in the City of New York. Notwithstanding the foregoing, claims and actions that may be based upon, arise out of, or relate to, the Debt Financing or involve the Financing Sources for the Debt Financing or their Specified Persons (whether in law, contract, tort, equity or otherwise) shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York; provided that, notwithstanding the foregoing, it is understood and agreed that (i) the interpretation of the definition of “Material Adverse Effect” (and whether or not a Material Adverse Effect has occurred), (ii) the determination of the accuracy of any Specified Acquisition Agreement Representation (as defined in the Debt Commitment Letter) and whether as a result of any inaccuracy thereof Parent or Merger Sub have the right (taking into account any applicable cure provisions) to terminate its obligations under this Agreement or decline to consummate the Merger and (iii) the determination of whether the Merger has been consummated in accordance with the terms of this Agreement, in each case shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Section 8.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING THE DEBT FINANCING). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO

ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 8.10.

Section 8.11 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the sole extent of such invalidity or unenforceability without rendering invalid or unenforceable the remainder of such term or provision or the remaining terms and provisions of this Agreement in any jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable; provided, that the parties intend that the remedies and limitations thereon (including the limitations on liability contained in Section 7.02 and provisions that, subject to the terms and limitations set forth in Section 8.09(b), payment of the Reverse Termination Fee or the Alternative Reverse Termination Fee (as applicable) be the exclusive remedy for the recipient thereof and the limitation on liabilities of the Specified Persons) contained in Article VII and Section 8.09 to be construed as an integral provision of this Agreement and that such remedies and limitations shall not be severable in any manner that increases a party's liability or obligations hereunder or under the Financing.

[*signature page follows*]

IN WITNESS WHEREOF, Parent, Dell, Merger Sub and the Company have caused this Agreement to be signed by their respective officers hereunto duly authorized, all as of the date first written above.

DENALI HOLDING INC.

By: /s/ Thomas W. Sweet
Name: Thomas W. Sweet
Title: Senior Vice President and Chief Financial Officer

DELL INC.

By: /s/ Thomas W. Sweet
Name: Thomas W. Sweet
Title: Senior Vice President and Chief Financial Officer

UNIVERSAL ACQUISITION CO.

By: /s/ Thomas W. Sweet
Name: Thomas W. Sweet
Title: Senior Vice President and Chief Financial Officer

EMC CORPORATION

By: /s/ Paul T. Dacier
Paul T. Dacier
Name: Executive Vice President and
Title: General Counsel

Exhibit A

FORM OF ARTICLES OF ORGANIZATION OF SURVIVING CORPORATION

ARTICLE I

The exact name of the corporation is: EMC Corporation

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

The purpose of the corporation is to engage in any lawful business for which a corporation may be organized under Chapter 156D of the General Laws of Massachusetts.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

The total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common	1,000	$0.01

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

(a) Voting Rights. The holders of shares of common stock shall be entitled to one vote for each share so held with respect to all matters to be voted on by shareholders of the corporation.

(b) Rights Upon Dissolution. Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, the net assets of the corporation shall be distributed pro rata to the holders of the common stock.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

None.

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

(a) The board of directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by law or the bylaws requires action by the shareholders.

(b) No director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director to the extent provided by applicable law notwithstanding any provision of law imposing such liability; provided, however, that to the extent, and only to the extent, required by Chapter 156D of the General Laws of Massachusetts as in effect from time to time, this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for improper distributions under Chapter 156D of the General Laws of Massachusetts as in effect from time to time, or (iv) for any transaction from which the director derived an improper personal benefit. This provision shall not be construed in any way so as to impose or create liability. The foregoing provisions of this Article VI(b) shall not eliminate the liability of a director for any act or omission occurring prior to the date on which this Article VI(b) or any predecessor provision became effective. No amendment to or repeal of this Article VI(b) shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

(c) Notwithstanding anything in these articles of organization or the corporation's bylaws to the contrary, (i) shareholders may act without a meeting by unanimous written consent, and (ii) where written consents are solicited by or at the direction of the board of directors, shareholders may act without a meeting if the action is taken by shareholders having not less than the minimum number of votes necessary to take that action at a meeting at which all shareholders entitled to vote on the action are present and voting. Any action by written consent must be a proper subject for shareholder action by written consent.

(d) The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.

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Exhibit B

FORM OF

AMENDED AND RESTATED

BYLAWS

OF

EMC CORPORATION

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(continued)

AMENDED AND RESTATED BYLAWS

of

EMC CORPORATION

Article I—Shareholders

1. Annual Meeting. The annual meeting of shareholders shall be held each year at the place, date and time determined by the Board of Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these Bylaws, shall be for electing Directors and for such other purposes as shall be determined by the President or the Board of Directors and specified in the notice for the meeting pursuant to Section 4 of this Article I. Only business within such purposes may be conducted at the meeting. If no annual meeting is held in accordance with the foregoing provisions or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within thirteen (13) months after the last annual meeting was held, a special meeting in lieu thereof may be held thereafter, and such special meeting shall have for the purposes of these Bylaws or otherwise all the force and effect of an annual meeting.

2. Special Meetings. Special meetings of shareholders may be called by the Chairman of the Board, if any, the President or the Board of Directors. A special meeting shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer, if the holders of at least 10 percent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special meeting of shareholders.

3. Place of Meetings. All meetings of shareholders shall be held at the principal office of the Corporation in Massachusetts unless a different place is fixed by the Board of Directors or the President and is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 12 of this Article I.

4. Notice of Meetings. A written notice of the date, time and place of all meetings of shareholders describing the purposes of the meeting shall be given by the Secretary or an Assistant Secretary (or other person authorized by the Board of Directors to provide notice of such meeting) no fewer than seven (7) nor more than sixty (60) days before the meeting date to each shareholder entitled to vote thereat and to each shareholder who, by law or by the Articles of Organization or by these Bylaws, is entitled to such notice.

5. Requirement of Notice. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

6. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder’s attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

7. Quorum; Adjournment.

(a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these Bylaws, a "voting group" includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders. Shares owned directly or indirectly by the Corporation, other than in a fiduciary capacity, shall not be deemed outstanding for quorum purposes.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

(c) Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present.

8. Voting and Proxies. Each Shareholder shall have, with respect to each matter voted upon at a meeting of shareholders, one vote for each share of stock entitled to vote owned by such shareholder of record according to the books of the Corporation and a proportionate vote for a fractional share, unless otherwise provided by law or by the Articles of Organization. A shareholder may vote his or her shares either in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of eleven (11) months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by such officer or agent. Except as otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by one of them if the person signing appears to be acting on behalf of all the co-owners unless at or prior to exercise of the proxy the Corporation receives a specific written notice to the contrary from any one of them. Subject to the provisions of Section 7.24 of the MBCA (or any successor provision thereof) and to any express limitation on the proxy's authority provided in the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

9. Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by the MBCA (or any successor provision thereof), the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Unless otherwise provided in the Articles of Organization or these Bylaws, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for any election unless requested by a shareholder entitled to vote in the election. Absent special circumstances, the shares of the Corporation's stock are not entitled to vote if they are owned, directly or indirectly, by the Corporation or by another entity of which the Corporation owns, directly or indirectly, a majority of the voting interests. Notwithstanding the preceding sentence, however, the Corporation may vote any share of its own stock held by it, directly or indirectly, in a fiduciary capacity.

10. Action without Meeting by Written Consent.

(a) Action required or permitted by the MBCA to be taken at a meeting of shareholders may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) if and to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

11. Record Date. The Directors may fix the record date in order to determine the shareholders entitled to notice of a meeting of shareholders, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by the section of the MBCA dealing with that action, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a meeting of shareholders is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

12. Meetings by Remote Communications. Unless otherwise provided in the Articles of Organization, if authorized by the Directors, any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication. Subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

13. Form of Shareholder Action.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other

means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent and (ii) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

14. Shareholders List for Meeting.

(a) After fixing a record date for a meeting of shareholders, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The shareholders list shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation’s principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

Article II—Directors

1. Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors, which may exercise (or grant authority to be exercised) all the powers of the Corporation except as otherwise provided by law, by these Bylaws or by the Articles of Organization. In particular, and without limiting the generality of the foregoing, the Board of Directors may at any time issue all or from time to time any part of the unissued capital stock of the Corporation from time to time authorized under the Articles of Organization and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2. Election and Qualification. The Corporation shall have not less than three Directors, the number of Directors to be fixed from time to time by vote of a majority of the Directors then in office; provided, however, that, except as otherwise provided by the Articles of Organization, whenever there shall be fewer than three shareholders, the number of Directors may be less than three but in no event less than the number of shareholders. Except in connection with the election of Directors at the annual meeting of shareholders, the number of Directors may be decreased only to eliminate vacancies existing by reason of the death, resignation,

removal or disqualification of one or more Directors. Except as otherwise provided in the Articles of Organization or these Bylaws, the Directors shall be elected by the shareholders at the annual meeting. No Director need be a shareholder.

3. Vacancies; Reduction of Board. Unless the Articles of Organization or Section 8.10 of the MBCA (or any successor provision) otherwise provide, any vacancy in the Board of Directors, however occurring, including a vacancy resulting from the enlargement of the Board of Directors, may be filled by (a) the shareholders, or, in the absence of shareholder action, by (b) the Board of Directors or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, the affirmative vote of a majority of all the Directors remaining in office. If the vacant office was held by a Director elected by a voting group of shareholders, only the holders of shares of that voting group or, unless otherwise provided in the Articles of Organization or these Bylaws, the Directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

4. Tenure. Except as otherwise provided by law, by the Articles of Organization or by these Bylaws, Directors shall hold office until the next annual meeting of shareholders. Despite the expiration of his or her term, he or she shall continue to serve thereafter until their successors are chosen and qualified or until there is a decrease in the number of Directors or until such Director sooner dies, resigns, is removed or becomes disqualified.

5. Resignation. Any Director may resign by delivering his or her written resignation to the Board of Directors, the Chairman of the Board (if any) or to the Corporation at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

6. Removal. A Director may be removed from office with or without cause by vote of the holders of a majority of the shares of stock entitled to vote in the election of such Director. A Director may also be removed from office for cause by vote of the greater of (a) a majority of the Directors then in office or (b) the number of Directors required by the Articles of Organization or these Bylaws to take action under Section 8.24 of the MBCA. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

7. Meetings. Regular meetings of the Board of Directors may be held without notice at such time, date and place as the Board of Directors may from time to time determine. A regular meeting of the Board of Directors may be held without notice at the same place as the annual meeting of shareholders, or the special meeting held in lieu thereof, promptly following such meeting of shareholders.

Special meetings of the Board of Directors may be called by the Chairman of the Board, if any, the President, or two or more Directors, designating the time, date and place thereof.

8. Notice. Notice of the time, date and place of all special meetings of the Board of Directors shall be given to each Director by the Secretary or Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the Directors calling the meeting, in each case at least two (2) days' prior to the date of such meeting. A notice of a special meeting of the Board of Directors need not specify the purposes of the meeting unless required by the Articles of Organization or these Bylaws. All notices to Directors shall conform to the applicable requirements of Article III.

9. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

10. Quorum. At any meeting of the Board of Directors, a majority of the Directors then in office shall constitute a quorum, but a smaller number may constitute a quorum pursuant to Section 8.53 or Section 8.55 of the MBCA in making a determination that indemnification or advance of expenses is permissible in a specific proceeding. Any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any adjournment thereof, and the meeting may be held as adjourned without further notice.

11. Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, a majority of the Directors present may take any action on behalf of the Board of Directors, unless a larger number is required by law, by the Articles of Organization or by these Bylaws.

12. Action Without Meeting. Unless the Articles of Organization otherwise provide, any action required or permitted to be taken by the Directors at any meeting of the Board of Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

13. Meetings through Communications Equipment. Unless otherwise provided by law, the Articles of Organization or these Bylaws, the Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

14. Committees. Unless otherwise provided by the Articles of Organization or these Bylaws, the Board of Directors, by vote of a majority of all the Directors then in office, may create one or more committees, may appoint members of the Board of Directors thereto, and may delegate to such committees some or all of its powers except those which by law, by the Articles of Organization, or by these Bylaws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these Bylaws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

15. Compensation. The Board of Directors may fix the compensation of Directors.

Article III—Manner of Notice

1. General. All notices hereunder shall conform to the following requirements:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of

personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

(c) Written notice, other than notice by electronic transmission, to any of the Corporation's shareholders, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission to any of the Corporation's shareholders, if in a comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(e) Except as provided in subsection (c), written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

2. Other Notices. Notwithstanding the provisions of Section 1 of this Article III, if the MBCA or any other applicable Massachusetts law prescribes notice requirements for particular circumstances, those requirements shall govern. If the Articles of Organization or these Bylaws otherwise prescribe notice requirements which are not inconsistent with the MBCA, those requirements shall govern.

Article IV—Officers and Agents

1. Enumeration. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary, and such other officers, if any, including one or more Vice Presidents, Assistant Treasurers or Assistant Secretaries, as the Board of Directors from time to time, may, in its discretion, appoint. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws. The Corporation may also have such agents, if any, as the incorporators at their initial meeting, or the Board of Directors from time to time, may in their discretion appoint.

2. Appointment. The President, Treasurer and Secretary shall be appointed by the Board of Directors at their first meeting following the annual meeting of shareholders. Other officers may be appointed by the Board of Directors at such meeting or at any other meeting. Any such officer that is appointed by the Board of Directors shall be a "Board Appointed Officer." A Board Appointed Officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

3. Qualification. No officer need be a shareholder or Director. Any two (2) or more offices may be held by any person.

4. Tenure. Except as otherwise provided by law, by the Articles of Organization or by these Bylaws, the President, Treasurer and Secretary shall hold office until the first meeting of the Board of Directors following the next annual meeting of shareholders and until their respective successors are appointed; and all other officers shall hold office until the first meeting of the Board of Directors following the next annual meeting of shareholders and until their respective successors are appointed, or for such shorter term as the Board of Directors may fix at the time such officers are appointed or, in either case, until such officer sooner dies, resigns, is removed or becomes disqualified.

5. Resignation. Any officer may resign by delivering his written resignation to the Corporation at its principal office, and such resignation shall be effective upon receipt unless it is specified to be effective at some later time. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

6. Removal. The Board of Directors may remove any officer with or without cause by a vote of a majority of the entire number of Directors then in office.

7. Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors or by a Board Appointed Officer if so authorized by the Board of Directors.

8. Chairman of the Board and President. The President shall be the chief executive officer of the Corporation and shall, subject to the direction of the Board of Directors, have general supervision and control of its business. Unless otherwise provided by the Board of Directors he or she shall preside, when present, at all meetings of shareholders and (unless a Chairman of the Board has been appointed and is present) of the Board of Directors. If a Chairman of the Board of Directors is appointed, he or she shall preside at all meetings of the Board of Directors at which he or she is present.

9. Treasurer. Except as the Board of Directors shall otherwise determine, the Treasurer shall be the Chief Financial and Accounting Officer of the Corporation and shall be in charge of its funds and valuable papers, books of account and accounting records, and shall have such other duties and powers as may be designated from time to time by the Board of Directors or by any officer authorized by the Board of Directors to prescribe such duties and powers.

10. Secretary. The Secretary shall have responsibility for preparing minutes of the meetings of shareholders and the Board of Directors, and for authenticating records of the Corporation. In case a Secretary is not appointed or is absent, an Assistant Secretary shall keep a record of the meetings of the shareholders and the Board of Directors and may authenticate records of the Corporation. In the absence of the Secretary from any meeting of shareholders, an Assistant Secretary if one be appointed, otherwise a Temporary Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary. Unless a transfer agent has been appointed or the Board of Directors otherwise prescribes, the Secretary shall keep or cause to be kept the stock and transfer records of the Corporation, which shall contain the names and record addresses of all shareholders and the amount of stock held by each.

11. Other Powers and Duties. Subject to law, to the Articles of Organization, and to the other provisions of these Bylaws, each officer of the Corporation shall have in addition to the duties and powers specifically set forth in these Bylaws, such duties and powers as are customarily incident to his office, and such duties and powers as may be designated from time to time by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of such other officer.

Article V—Capital Stock

1. Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series of stock authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for any valid consideration. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. That determination by the Board of Directors is conclusive insofar as the adequacy of consideration for the issuance of shares relates to whether the shares are validly issued, fully paid, and nonassessable. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued by the Corporation and the terms, including the consideration, for which the shares or other securities are to be issued.

2. Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

3. Uncertificated Shares. The Board of Directors may authorize the issuance of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

4. Record and Beneficial Owners. Except as may be otherwise required by law, by the Articles of Organization or by these Bylaws, the Corporation shall be entitled to treat the record holder of stock as shown in the records of the Corporation (or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent provided in such procedure) as the owner of such stock for all purposes, including the payment of dividends and the right to receive notice and to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws.

Each shareholder shall have the duty to notify the corporation of such shareholder's post office address.

5. Lost or Destroyed Certificates. The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405 (or any successor provision), determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

6. Transfers. Subject to any restrictions on transfer, if any, stated or noted on the stock certificates, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent

of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require.

7. Record Date and Closing Transfer Books. The Board of Directors may fix in advance a time, which, in the case of any meeting of shareholders, shall be not more than seventy (70) days before the date of such meeting, as the record date for determining the shareholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive a dividend or distribution, and in such case only shareholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the Corporation after the record date. Without fixing such record date the Board of Directors may for any of such purposes close the transfer books for all or any part of such period. If no record date is fixed and the transfer books are not closed:

(a) The record date for determining shareholders having the right to notice of or to vote at a meeting of shareholders shall be at the close of business on the date immediately preceding the day on which notice is given; and

(b) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

Article VI—Corporate Records

1. Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of such records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent as may be required by law.

Article VII—Indemnification

The Corporation shall, to the extent legally permissible, indemnify each of its directors and officers (including persons who act at its request as directors, officers or trustees of another organization or in any capacity with respect to any employee benefit plan) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by such director or officer in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which such director or officer may be involved or with which such director or officer may be threatened, while in office or thereafter, by reason of such individual being or having been such a director or officer, except with respect to any matter as to which such director or officer shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such individual’s action was in the best interests of the Corporation (any person serving another organization in one or more of the indicated capacities at the request of the Corporation who shall have acted in good faith in the reasonable belief that such individual’s action was in the best interests of such other organization to be deemed as having acted in such manner with

respect to the Corporation) or, to the extent that such matter relates to service with respect to any employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan; provided, however, that as to any matter disposed of by a compromise payment by such director or officer, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the Corporation, after notice that it involves such indemnification: (a) by a disinterested majority of the directors then in office; or (b) by a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such director or officer appears to have acted in good faith in the reasonable belief that such individual's action was in the best interests of the Corporation; or (c) by the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested director or officer. Expenses, including counsel fees, reasonably incurred by any director or officer in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by such director or officer to repay to the Corporation the amounts so paid by the Corporation if it is ultimately determined that indemnification for such expenses is not authorized under this Article VII. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director or officer may be entitled. As used in this Section, the terms, "director" and "officer" include their respective heirs, executors and administrators, and an "interested" director or officer is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending. Nothing contained in this Section shall affect any rights to indemnification to which corporate personnel other than directors or officers may be entitled by contract or otherwise under law.

Article VIII—Miscellaneous Provisions

1. Fiscal Year. Except as otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the twelve (12) months ending with December 31 in each year.

2. Seal. The Board of Directors shall have power to adopt and alter the seal of the Corporation.

3. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without Director action, may be executed on behalf of the Corporation by the President, the Chairman of the Board, if any, any Vice President or the Treasurer.

4. Voting of Securities. Unless otherwise provided by the Board of Directors, the President or Treasurer may waive notice of and act on behalf of this Corporation, or appoint another person or persons to act as proxy or attorney in fact for this Corporation with or without discretionary power and/or power of substitution, at any meeting of shareholders or shareholders of any other corporation, entity or organization, any of whose securities or interests are held by this Corporation.

5. Articles of Organization. All references in these Bylaws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the Corporation, as amended and in effect from time to time.

6. Massachusetts Control Share Acquisitions Act. The provisions of Chapter 110D of the Massachusetts General Laws shall not apply to control share acquisitions of the Corporation.

7. Amendments. The power to make, amend or repeal these Bylaws shall be in the shareholders; provided, however, that the Directors may make, amend or repeal these Bylaws (other than the provisions of Article VII to the extent they relate to indemnification of Directors or of this Section 7 of Article VIII) in whole or in part, except with respect to any provisions thereof which by law, the Articles of Organization or these Bylaws requires action by the shareholders. Notwithstanding the foregoing, the Board of Directors shall not take any action unless

permitted by law. Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Directors of any Bylaw, notice thereof stating the substance of such change shall be given to all shareholders entitled to vote on amending the Bylaws. Any amendment or repeal of these Bylaws by the Directors and any Bylaw adopted by the Directors may be amended or repealed by the shareholders.

Annex B

FORM OF FOURTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF

DENALI HOLDING INC.

(Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware)

Denali Holding Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

(a) The name of the Corporation is Denali Holding Inc. Denali Holding Inc. was originally incorporated under the name Denali Holding Inc., and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on January 31, 2013, the Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on February 6, 2013, the Second Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on October 10, 2013 and the Third Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on October 28, 2013.

(b) This Fourth Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245, and by written consent of stockholders in accordance with Section 228, of the General Corporation Law of the State of Delaware (the "DGCL").

(c) This Fourth Amended and Restated Certificate of Incorporation amends and restates the Certificate of Incorporation of the Corporation in its entirety as follows:

ARTICLE I

The name of the Corporation is "Denali Holding Inc."

ARTICLE II

The address of the registered office of the corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of the registered agent of the Corporation at such address is Corporation Service Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful business, act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

The total number of shares of capital stock of the Corporation shall be 2,144,025,308 shares, which shall consist of (i) one million (1,000,000) shares of Preferred Stock, of the par value of $0.01 per share (the "Preferred Stock"); and (ii) two billion, one hundred forty-three million, twenty-five thousand, three hundred and eight (2,143,025,308) shares of Common Stock, of the par value of $0.01 per share (the "Common Stock").

ARTICLE V

The following is a statement fixing certain of the designations and powers, voting powers, preferences, and relative, participating, optional or other rights of the Preferred Stock and the Common Stock of the Corporation, and the qualifications, limitations or restrictions thereof, and the authority with respect thereto expressly granted to the board of directors of the Corporation (the "Board of Directors") to fix any such provisions not fixed by this Certificate of Incorporation:

Section 5.1 Preferred Stock.

(a) Subject to obtaining any required stockholder votes or consents provided for herein or in any Preferred Stock Series Resolution (as defined below), the Board of Directors is hereby expressly vested with the authority to adopt a resolution or resolutions providing for the issue of authorized but unissued shares of Preferred Stock, which shares may be issued from time to time in one or more series and in such amounts as may be determined by the Board of Directors in such resolution or resolutions. The powers, voting powers, designations, preferences, and relative, participating, optional or other rights, if any, of each series of Preferred Stock and the qualifications, limitations or restrictions, if any, of such preferences and/or rights (collectively the "Series Terms"), shall be such as are stated and expressed in a resolution or resolutions providing for the creation of such Series Terms (a "Preferred Stock Series Resolution") adopted by the Board of Directors or a committee of the Board of Directors to which such responsibility is specifically and lawfully delegated, and set forth in a certificate of designation executed, acknowledged, and filed in accordance with Section 151 of the DGCL. The powers of the Board of Directors to determine the Series Terms of a particular series (any of which powers may by resolution of the Board of Directors be specifically delegated to one or more of its committees, except as prohibited by law) shall include, but not be limited to, determination of the following:

(1) The number of shares constituting that series and the distinctive designation of that series;

(2) The dividend rate on the shares of that series, whether such dividends, if any, shall be cumulative, and, if so, the date or dates from which dividends payable on such shares shall accumulate, and the relative rights of priority, if any, of payment of dividends on shares of that series;

(3) Whether that series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;

(4) Whether that series shall have conversion privileges with respect to shares of any other class or classes of stock or of any other series of any class of stock, and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate upon occurrence of such events as the Board of Directors shall determine;

(5) Whether the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including their relative rights of priority, if any, of redemption, the date or dates upon or after which they shall be redeemable, provisions regarding redemption notices, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(6) Whether that series shall have a sinking fund for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund;

(7) The rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series;

(8) The conditions or restrictions upon the creation of indebtedness of the Corporation or upon the issuance of additional Preferred Stock or other capital stock ranking on a parity therewith, or senior thereto, with respect to dividends or distribution of assets upon liquidation;

(9) The conditions or restrictions with respect to the issuance of, payment of dividends upon, or the making of other distributions to, or the acquisition or redemption of, shares ranking junior to the Preferred Stock or to any series thereof with respect to dividends or distribution of assets upon liquidation; and

(10) Any other designations, powers, preferences, and rights, including, without limitation any qualifications, limitations, or restrictions thereof.

(b) To the fullest extent permitted by the DGCL, any of the Series Terms, including voting rights, of any series may be made dependent upon facts ascertainable outside this Certificate of Incorporation and the Preferred Stock Series Resolution; provided, that the manner in which such facts shall operate upon such Series Terms is clearly and expressly set forth in this Certificate of Incorporation or in the Preferred Stock Series Resolution.

(c) Subject to the provisions of this Article V and to obtaining any required stockholder votes or consents provided for herein or in any Preferred Stock Series Resolution, the issuance of shares of one or more series of Preferred Stock may be authorized from time to time as shall be determined by and for such consideration as shall be fixed by the Board of Directors or a designated committee thereof, in an aggregate amount not exceeding the total number of shares constituting any such series or the total number of shares of Preferred Stock authorized by this Certificate of Incorporation. Except in respect of series particulars fixed by the Board of Directors or its committee as permitted hereby, all shares of Preferred Stock shall be of equal rank and shall be identical, and all shares of any one series of Preferred Stock so designated by the Board of Directors shall be alike in every particular, except that shares of any one series issued at different times may differ as to the dates from which dividends thereon shall be cumulative.

Section 5.2 Common Stock.

There shall be five series of Common Stock created, having the number of shares and the voting powers, preferences, designations, rights, qualifications, limitations or restrictions set forth below:

(a) DHI Common Stock. One series of common stock of the Corporation is hereby created and designated as "Class A Common Stock" consisting of six-hundred million (600,000,000) shares, par value $0.01 per share (the "Class A Common Stock"); one series of common stock of the Corporation is hereby created and designated as "Class B Common Stock" consisting of two-hundred million (200,000,000) shares, par value $0.01 per share (the "Class B Common Stock"); one series of common stock of the Corporation is hereby created and designated as "Class C Common Stock" consisting of nine-hundred million (900,000,000) shares, par value $0.01 per share (the "Class C Common Stock"); and one series of common stock of the Corporation is hereby created and designated as "Class D Common Stock" consisting of one-hundred million (100,000,000) shares, par value $0.01 per share (the "Class D Common Stock", and together with the Class A Common Stock, the Class B Common Stock and the Class C Common Stock, the "DHI Common Stock").

(b) Class V Common Stock. One series of common stock of the Corporation is hereby created and designated as "Class V Common Stock" consisting of three-hundred, forty-three million, twenty-five thousand, three hundred and eight (343,025,308) shares, par value $0.01 per share (the "Class V Common Stock"). Each share of Class V Common Stock shall be identical in all respects and will have equal rights, powers and privileges to each other share of Class V Common Stock.

(c) Reclassification. Upon the filing and effectiveness (the "Effective Time") pursuant to the DGCL of this Certificate of Incorporation, (a) each share of Series A Common Stock of the Corporation, par value $0.01 per share (the "Series A Stock"), issued and outstanding immediately prior to the Effective Time shall automatically be reclassified as and become one validly issued, fully paid and non-assessable share of Class A Common Stock on a one-for-one basis, (b) each share of Series B Common Stock of the Corporation, par value $0.01 per share (the "Series B Stock"), issued and outstanding immediately prior to the Effective Time shall automatically be reclassified as and become one validly issued fully-paid and non-assessable share of Class B Common Stock on a one-for-one basis, and (c) each share of Series C Common Stock of the Corporation, par value $0.01 per share,

(together with the Series A Stock and the Series B Stock, the "Original Stock"), issued and outstanding immediately prior to the Effective Time shall automatically be reclassified as and become one validly issued, fully paid and non-assessable share of Class C Common Stock on a one-for-one basis, in each case without any action by any holder thereof.

(d) Restrictions on Corporate Actions.

(1) From the Effective Date through the two-year anniversary of the Effective Date, the Corporation and its Subsidiaries will not purchase or otherwise acquire any shares of common stock of VMware if such acquisition would cause the common stock of VMware to no longer be publicly traded on a U.S. securities exchange or VMware to no longer be required to file reports under Sections 13 and 15(d) of the Securities Exchange Act of 1934, in each case unless such acquisition of VMware common stock is required in order for VMware to continue to be a member of the affiliated group of corporations filing a consolidated tax return with the Corporation for purposes of Section 1502 of the Internal Revenue Code and the regulations thereunder.

(2) For so long as any shares of Class V Common Stock remain outstanding, the Corporation shall not authorize or issue any class or series of common stock (other than (i) Class V Common Stock or (ii) common stock of the Corporation with an Inter-Group Interest in the Class V Group) intended to reflect an economic interest of the Corporation in assets comprising the Class V Group, including common stock of VMware.

(e) Dividends. Subject to the provisions of any Preferred Stock Series Resolution:

(1) *Dividends on Class V Common Stock.*

(A) Dividends on the Class V Common Stock may be declared and paid only out of the lesser of (i) the assets of the Corporation legally available therefor and (ii) the Class V Group Available Dividend Amount.

(B) If the Number of Retained Interest Shares is greater than zero on the record date for any dividend on the Class V Common Stock, then concurrently with the payment of any dividend on the outstanding shares of Class V Common Stock:

(I) if such dividend consists of cash, Publicly Traded securities (other than shares of Class V Common Stock) or other assets, the Corporation will attribute to the DHI Group (a "Retained Interest Dividend") an aggregate amount of cash, securities or other assets, or a combination thereof, at the election of the Board of Directors (the "Retained Interest Dividend Amount"), with a Fair Value equal to the amount (rounded, if necessary, to the nearest whole number) obtained by multiplying (x) the Number of Retained Interest Shares as of the record date for such dividend, by (y) a fraction, the numerator of which is the Fair Value of such dividend payable to the holders of outstanding shares of Class V Common Stock, as determined in good faith by the Board of Directors, and the denominator of which is the number of shares of Class V Common Stock outstanding as of such record date; or

(II) if such dividend consists of shares of Class V Common Stock (including dividends of Convertible Securities convertible or exchangeable or exercisable for shares of Class V Common Stock), the Number of Retained Interest Shares will be increased by a number equal to the amount (rounded, if necessary, to the nearest whole number) obtained by multiplying (x) the Number of Retained Interest Shares as of the record date for such dividend, by (y) the number of shares (including any fraction of a share) of Class V Common Stock issuable to a holder for each outstanding share of Class V Common Stock in such dividend.

In the case of a dividend paid pursuant to Section 5.2(m)(3)(D), in connection with a Class V Group Disposition, the Retained Interest Dividend Amount may be increased, at the election of the Board of Directors, by the aggregate amount of the dividend that would have been payable with respect to the shares of Class V Common

Stock converted into Class C Common Stock in connection with such Class V Group Disposition if such shares were not so converted and received the same dividend per share as the other shares of Class V Common Stock received in connection with such Class V Group Disposition.

A Retained Interest Dividend may, at the discretion of the Board of Directors, be reflected by an allocation or by a direct transfer of cash, securities or other assets, or a combination thereof, and may be payable in kind or otherwise.

(2) *Dividends on DHI Common Stock*.

(A) Dividends on the DHI Common Stock may be declared and paid only out of the lesser of (i) the assets of the Corporation legally available therefor and (ii) the DHI Group Available Dividend Amount.

(B) Subject to the provisions of any Preferred Stock Series Resolution, if any, outstanding at any time, the holders of Class A Common Stock, the holders of Class B Common Stock, the holders of Class C Common Stock and the holders of Class D Common Stock shall be entitled to share equally, on a per share basis, in such dividends and other distributions of cash, property or shares of stock of the Corporation as may be declared by the Board of Directors from time to time with respect to the DHI Common Stock out of the assets or funds of the Corporation legally available therefor; provided, however, that in the event that any such dividend is paid in the form of shares of DHI Common Stock or Convertible Securities convertible, exchangeable or exercisable for shares of DHI Common Stock, the holders of Class A Common Stock shall receive Class A Common Stock or Convertible Securities convertible, exchangeable or exercisable for shares of Class A Common Stock, as the case may be, the holders of Class B Common Stock shall receive Class B Common Stock or Convertible Securities convertible, exchangeable or exercisable for shares of Class B Common Stock, as the case may be, the holders of Class C Common Stock shall receive Class C Common Stock or Convertible Securities convertible, exchangeable or exercisable for shares of Class C Common Stock, as the case may be, and the holders of Class D Common Stock shall receive Class D Common Stock or Convertible Securities convertible, exchangeable or exercisable for shares of Class D Common Stock, as the case may be.

(C) Dividends of Class V Common Stock (or dividends of Convertible Securities convertible into or exchangeable or exercisable for shares of Class V Common Stock) may be declared and paid on the DHI Common Stock if the Number of Retained Interest Shares is greater than zero on the record date for any such dividend, but only if the sum of:

(I) the number of shares of Class V Common Stock to be so issued (or the number of such shares that would be issuable upon conversion, exchange or exercise of any Convertible Securities to be so issued); and

(II) the number of shares of Class V Common Stock that are issuable upon conversion, exchange or exercise of any Convertible Securities then outstanding that are attributed as a liability to, or an equity interest in, the DHI Group

is less than or equal to the Number of Retained Interest Shares.

(3) *Discrimination between DHI Common Stock and Class V Common Stock*. The Board of Directors shall have the authority and discretion to declare and pay (or to refrain from declaring and paying) dividends on outstanding shares of Class V Common Stock and dividends on outstanding shares of DHI Common Stock, in equal or unequal amounts, or only on the DHI Common Stock or the Class V Common Stock, irrespective of the amounts (if any) of prior dividends declared on, or the respective liquidation rights of, the DHI Common Stock or the Class V Common Stock, or any other factor.

(f) Liquidation and Dissolution.

(1) *General*. In the event of a liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and liabilities of the Corporation and payment or provision for payment of any preferential amount due to the holders of any other class or series of stock as to payments upon dissolution of the Corporation (regardless of the Group to which such shares are attributed), the holders of shares of DHI Common Stock and the holders of shares of Class V Common Stock shall be entitled to receive their proportionate interests in the assets of the Corporation remaining for distribution to holders of stock (regardless of the class or series of stock to which such assets are then attributed) in proportion to the respective number of liquidation units per share of DHI Common Stock and Class V Common Stock.

Neither (i) the consolidation or merger of the Corporation with or into any other Person or Persons, (ii) a transaction or series of related transactions that results in the transfer of more than 50% of the voting power of the Corporation nor (iii) the sale, transfer or lease of all or substantially all of the assets of the Corporation shall itself be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 5.2(f).

(2) *Liquidation Units*. The liquidation units per share of Class V Common Stock in relation to the DHI Common Stock shall be as follows:

(A) each share of DHI Common Stock shall have one liquidation unit; and

(B) each share of Class V Common Stock shall have a number of liquidation units (including a fraction of one liquidation unit) equal to the amount (calculated to the nearest five decimal places) obtained by dividing (x) the Average Market Value of a share of Class V Common Stock over the 10-Trading Day period commencing on (and including) the first Trading Day on which the Class V Common Stock trades in the "regular way" market, by (y) the Average Market Value of a share of Class C Common Stock over the same 10-Trading Day period (unless such shares of Class C Common Stock are not Publicly Traded, in which case the Fair Value of a share of Class C Common Stock, determined as of the fifth Trading Day of such period, shall be used for purposes of (y));

provided that if, after the Effective Date, the Corporation, at any time or from time to time, subdivides (by stock split, reclassification or otherwise) or combines (by reverse stock split, reclassification or otherwise) the outstanding shares of Class C Common Stock or Class V Common Stock, or declares and pays a dividend or distribution in shares of Class C Common Stock or Class V Common Stock to holders of Class C Common Stock or Class V Common Stock, as applicable, the per share liquidation units of the Class C Common Stock or Class V Common Stock, as applicable, will be appropriately adjusted as determined by the Board of Directors, so as to avoid any dilution or increase in the aggregate, relative liquidation rights of the shares of Class C Common Stock and Class V Common Stock.

Whenever an adjustment is made to liquidation units under this Section 5.2(f), the Corporation will promptly thereafter prepare and file a statement of such adjustment with the Secretary of the Corporation. Neither the failure to prepare nor the failure to file any such statement will affect the validity of such adjustment.

(g) Subdivision or Combinations. If the Corporation in any manner subdivides or combines the outstanding shares of any series of DHI Common Stock, the outstanding shares of the other series of DHI Common Stock will be subdivided or combined in the same manner.

(h) Voting Rights.

(1) *Voting Generally*. Subject to Article VI, (i) each holder of record of Class A Common Stock shall be entitled to ten (10) votes per share of Class A Common Stock which is outstanding in his, her or its name on the books of the Corporation and which is entitled to vote; (ii) each holder of record of Class B Common Stock shall be entitled to ten (10) votes per share of Class B Common Stock which is outstanding in his, her or its name

on the books of the Corporation and which is entitled to vote; (iii) each holder of record of Class C Common Stock shall be entitled to one vote per share of Class C Common Stock which is outstanding in his, her or its name on the books of the Corporation and which is entitled to vote; (iv) each holder of record of Class D Common Stock shall not be entitled to any vote on any matter except to the extent required by provisions of Delaware law (in which case such holder shall be entitled to one vote per share of Class D Common Stock which is outstanding in his, her or its name on the books of the Corporation and which is entitled to vote); and (v) each holder of record of Class V Common Stock shall be entitled to one vote per share of Class V Common Stock which is outstanding in his, her or its name on the books of the Corporation and which is entitled to vote. Except (A) as may otherwise be provided in this Certificate of Incorporation, as amended, or (B) as may otherwise be required by the laws of the State of Delaware, the holders of shares of all classes of Common Stock will vote as one class with respect to the election of Group I Directors and with respect to all other matters to be voted on by stockholders of the Corporation; provided that the holders of Class A Common Stock (and no other classes of Common Stock) will vote with respect to the election of Group II Directors and the holders of Class B Common Stock (and no other classes of Common Stock) will vote as one class with respect to the election of Group III Directors.

(2) *Special Voting Rights*.

(A) If the Corporation proposes to (i) amend this Certificate of Incorporation (A) in any manner that would alter or change the powers, preferences or special rights of the shares of Class V Common Stock so as to affect them adversely or (B) to make any amendment, change or alteration to the restrictions on corporate actions described in Section 5.2(d), in each case whether by merger, consolidation or otherwise, or (ii) effect any merger or business combination as a result of which (A) the holders of all classes and series of Common Stock shall no longer own at least 50% of the voting power of the surviving corporation or of the direct or indirect parent corporation of such surviving corporation and (B) the holders of Class V Common Stock do not receive consideration of the same type as the other classes or series of Common Stock and, in aggregate, equal to or greater in value than the proportion of the average of the aggregate Fair Value of the outstanding Class V Common Stock over the 30-Trading Day period ending on the Trading Day preceding the date of the first public announcement of such merger or business combination to the aggregate Fair Value of the other outstanding classes or series of Common Stock over the same 30-Trading Day period (unless such securities are not Publicly Traded, in which case the aggregate Fair Value of such securities shall be determined as of the fifth Trading Day of such period), then in each case, such action will be subject to, and will not be undertaken unless, the Corporation has received the affirmative vote of the holders of record (other than shares held by the Corporation's Affiliates), as of the record date for the meeting at which such vote is taken, of Class V Common Stock representing a majority of the aggregate voting power (other than shares held by the Corporation's Affiliates) of Class V Common Stock present, in person or by proxy, at such meeting and entitled to vote thereon, voting together as a separate class. Any vote taken pursuant to this Section 5.2(h)(2)(A) will be in addition to, and not in lieu of, any vote of the stockholders of the Corporation required by law to be taken with respect to the applicable action.

(B) For so long as any shares of Class V Common Stock remain outstanding, Section 4.02 of the Bylaws shall not be amended or repealed (A) by the stockholders of the Corporation unless such action has received the affirmative vote of the holders of record (other than shares held by the Corporation's Affiliates), as of the record date for the meeting at which such vote is taken, of (i) Class V Common Stock representing a majority of the aggregate voting power (other than shares held by the Corporation's Affiliates) of Class V Common Stock present, in person or by proxy, at such meeting and entitled to vote thereon, voting together as a separate class and (ii) Common Stock representing a majority of the aggregate voting power of Common Stock present, in person or by proxy, at such meeting and entitled to vote thereon or (B) by any action of the Board of Directors.

(C) Except as expressly provided herein, no class or series of Common Stock shall be entitled to vote as a separate class on any matter except to the extent required by provisions of Delaware law. Irrespective of

the provisions of Section 242(b)(2) of the Delaware General Corporation Law, the holders of shares of DHI Common Stock and the holders of shares of Class V Common Stock will vote as one class with respect to any proposed amendment to this Certificate of Incorporation that (i) would increase (x) the number of authorized shares of common stock or any class or series thereof, (y) the number of authorized shares of preferred stock or any series thereof or (z) the number of authorized shares of any other class or series of capital stock of the Corporation hereafter established, or (ii) decrease (x) the number of authorized shares of common stock or any class or series thereof, (y) the number of authorized shares of preferred stock or any series thereof or (z) the number of authorized shares of any other class or series of capital stock of the Corporation hereafter established (but, in each case, not below the number of shares of such class or series of capital stock then outstanding), and no separate class or series vote of the holders of shares of any class or series of capital stock of the Corporation will be required for the approval of any such matter; provided that, this Section 5.2(h)(2)(C) shall only apply to a proposed increase in the number of authorized shares of Class V Common Stock when such increase has received the approval of the Capital Stock Committee of the Board of Directors in such circumstances and as provided in the Bylaws.

(i) Equal Status. Except as expressly provided in this Article V and in Article VI, Class A Common Stock, Class B Common Stock, Class C Common Stock and Class D Common Stock shall have the same rights and privileges and rank equally, share ratably on a per share basis and be identical in all respects as to all matters. Without limiting the generality of the foregoing, (i) in the event of a merger, consolidation or other business combination requiring the approval of the holders of the Corporation's capital stock entitled to vote thereon (whether or not the Corporation is the surviving entity), each holder of DHI Common Stock shall have the right to receive, or the right to elect to receive, the same amount and form of consideration, if any, on a per share basis, as each other holder of DHI Common Stock, and (ii) in the event of (x) any tender or exchange offer to acquire any shares of DHI Common Stock by any third party pursuant to an agreement to which the Corporation is a party or (y) any tender or exchange offer by the Corporation to acquire any shares of DHI Common Stock, pursuant to the terms of the applicable tender or exchange offer, the holders of DHI Common Stock shall have the right to receive, or the right to elect to receive, the same amount or form of consideration on a per share basis as each other holder of DHI Common Stock; provided, that notwithstanding anything herein to the contrary, the holders of Class C Common Stock and the holders of Class D Common Stock may receive non-voting securities or capital stock, or securities or capital stock with differing voting rights or preferences than the holders of Class A Common Stock and/or the holders of Class B Common Stock in connection with a merger, consolidation, other business combination, or tender or exchange offer involving the Corporation.

(j) Senior, Parity or Junior Stock.

(1) Whenever reference is made in this Article V to shares "ranking senior to" another class or series of stock or "on a parity with" another class or series of stock, such reference shall mean and include all other shares of the Corporation in respect of which the rights of the holders thereof as to the payment of dividends or as to distributions in the event of a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation are given preference over, or rank equally with, as the case may be, the rights of the holders of such other class or series of stock. Whenever reference is made to shares "ranking junior to" another class or series of stock, such reference shall mean and include all shares of the Corporation in respect of which the rights of the holders thereof as to the payment of dividends and as to distributions in the event of a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation are junior and subordinate to the rights of the holders of such class or series of stock.

(2) Except as otherwise provided herein or in any Preferred Stock Series Resolution, each series of Preferred Stock shall rank on a parity with each other series of Preferred Stock and each series of Preferred Stock shall rank senior to the Common Stock. Except as otherwise provided herein, each of the Class A Common Stock, the Class B Common Stock, the Class C Common Stock, the Class D Common Stock and the Class V Common Stock shall rank on a parity with each other, and, except as otherwise provided in any Preferred Stock Series Resolution, each of the Class A Common Stock, the Class B Common Stock, the Class C Common Stock, the Class D Common Stock and the Class V Common Stock shall rank junior to the Preferred Stock.

(k) Reservation and Retirement of Shares.

(1) The Corporation shall at all times reserve and keep available, out of its authorized but unissued shares of Common Stock or out of shares of Common Stock held in its treasury, the full number of shares of Common Stock into which all shares of any series of Preferred Stock having conversion privileges from time to time outstanding are convertible.

(2) Unless otherwise provided in a Preferred Stock Series Resolution with respect to a particular series of Preferred Stock, all shares of Preferred Stock redeemed or acquired (as a result of conversion or otherwise) shall be retired and restored to the status of authorized but unissued shares of Preferred Stock undesignated as to series.

(l) No Preemptive Rights.

Subject to the provisions of any Preferred Stock Series Resolution, no holder of shares of stock of the Corporation shall have any preemptive or other rights, except as such rights are expressly provided by contract, to purchase or subscribe for or receive any shares of any class, or series thereof, of stock of the Corporation, whether now or hereafter authorized, or any warrants, options, bonds, debentures or other securities convertible into, exchangeable for or carrying any right to purchase any shares of any class, or series thereof, of stock; but, subject to the provisions of any Preferred Stock Series Resolution, such additional shares of stock and such warrants, options, bonds, debentures or other securities convertible into, exchangeable for or carrying any right to purchase any shares of any class, or series thereof, of stock may be issued or disposed of by the Board of Directors to such Persons, and on such terms and for such lawful consideration, as in its discretion it shall deem advisable or as to which the Corporation shall have by binding contract agreed.

(m) Other Provisions Relating to the Exchange of Class V Common Stock.

(1) *Redemption for VMware Stock*. At any time that shares of common stock of VMware comprise all of the assets of the Class V Group, the Corporation may, at its option and subject to assets of the Corporation being legally available therefor, redeem all outstanding shares of Class V Common Stock for shares of common stock of VMware (the "Distributed VMware Shares"), as provided herein. Each outstanding share of Class V Common Stock shall be redeemed for a number of Distributed VMware Shares equal to the amount (calculated to the nearest five decimal places) obtained by multiplying the Outstanding Interest Fraction by a fraction, the numerator of which is the number of shares of common stock of VMware attributed to the Class V Group on the Class V Group VMware Redemption Selection Date and the denominator of which is the number of issued and outstanding shares of Class V Common Stock on the same date. Any redemption pursuant to this Section 5.2(m)(1) shall occur on the date set forth in the public notice made pursuant to Section 5.2(m)(4)(B) (the "Class V Group VMware Redemption Date"). The Corporation shall not redeem shares of Class V Common Stock for Distributed VMware Shares pursuant to this Section 5.2(m)(1) without redeeming all outstanding shares of Class V Common Stock for Distributed VMware Shares in accordance with this Section 5.2(m)(1).

(2) *Redemption for Securities of Class V Group Subsidiary*. At any time at which a wholly owned Subsidiary of the Corporation (the "Class V Group Subsidiary") holds, directly or indirectly, all of the assets and liabilities attributed to the Class V Group and such assets and liabilities are not solely comprised of shares of common stock of VMware, the Corporation may, at its option and subject to assets of the Corporation being legally available therefor, redeem all of the outstanding shares of Class V Common Stock for shares of common stock of such Class V Group Subsidiary, as provided herein; provided that the common stock received is the only outstanding equity security of such Class V Group Subsidiary, and provided, further, that such common stock, upon issuance in such redemption, will have been registered under all applicable U.S. securities laws and will be listed for trading on a U.S. securities exchange. The number of shares of common stock of the Class V Group Subsidiary to be delivered in redemption of each outstanding share of Class V Common Stock will be equal to the amount (rounded, if necessary, to the nearest five decimal places) obtained by dividing (x) the product of

(I) the number of outstanding shares of common stock of the Class V Group Subsidiary and (II) the Outstanding Interest Fraction, by (y) the number of outstanding shares of Class V Common Stock, in each case, as of the Class V Group Redemption Selection Date. The Corporation shall not redeem shares of Class V Common Stock for shares of common stock of the Class V Group Subsidiary pursuant to this Section 5.2(m)(2) without redeeming all outstanding shares of Class V Common Stock in accordance with this Section 5.2(m)(2).

Any redemption pursuant to this Section 5.2(m)(2) will occur on a Class V Group Redemption Date set forth in a notice to holders of Class V Common Stock pursuant to Section 5.2(m)(4)(B).

If the Board of Directors determines to effect a redemption of the Class V Common Stock pursuant to this Section 5.2(m)(2), shares of Class V Common Stock shall be redeemed in exchange for a common stock of the Class V Group Subsidiary, as determined by the Board of Directors, on an equal per share basis.

(3) *Dividend, Redemption or Conversion in Case of Class V Group Disposition*. In the event of a Class V Group Disposition (other than in one or a series of Excluded Transactions), the Corporation will, on or prior to the 120th Trading Day following the consummation of such Class V Group Disposition and in accordance with the applicable provisions of this Section 5.2, take the actions referred to in one of Section 5.2(m)(3)(A), (B), (C) or (D) below, as elected by the Board of Directors:

(A) Subject to Section 5.2(e)(1), the Corporation may declare and pay a dividend payable in cash, Publicly Traded securities (other than securities of the Corporation) or other assets, or any combination thereof, to the holders of outstanding shares of Class V Common Stock, with an aggregate Fair Value equal to the Class V Group Allocable Net Proceeds of such Class V Group Disposition (regardless of the form or nature of the proceeds received by the Corporation from the Class V Group Disposition) as of the record date for determining the holders entitled to receive such dividend, as the same may be determined by the Board of Directors, with such dividend to be paid in accordance with the applicable provisions of Section 5.2(e).

(B) Provided that there are assets of the Corporation legally available therefor and the Class V Group Available Dividend Amount would have been sufficient to pay a dividend pursuant to Section 5.2(m)(3)(A) in lieu of effecting the redemption provided for in this Section 5.2(m)(3)(B), the Corporation may apply an aggregate amount of cash or Publicly Traded securities (other than securities of the Corporation) or any combination thereof with a Fair Value equal to the Class V Group Allocable Net Proceeds of such Class V Group Disposition (regardless of the form or nature of the proceeds received by the Corporation from the Class V Group Disposition) as of the Class V Group Redemption Selection Date (the "Class V Group Redemption Amount") to the redemption of outstanding shares of Class V Common Stock for an amount per share equal to the Average Market Value of a share of Class V Common Stock over the period of 10 consecutive Trading Days beginning on the 2nd Trading Day following the public announcement of the Class V Group Net Proceeds as set forth in Section 5.2(m)(4)(C); provided that if such Class V Group Disposition involves all (not merely substantially all) of the assets of the Class V Group, a redemption pursuant to this Section 5.2(m)(3)(B) shall be a redemption of all outstanding shares of Class V Common Stock in exchange for an aggregate amount of cash or Publicly Traded securities (other than securities of the Corporation) or any combination thereof, with a Fair Value equal to the Class V Group Allocable Net Proceeds of such Class V Group Disposition, on an equal per share basis.

(C) Provided that the Class C Common Stock is then Publicly Traded, the Corporation may convert the number of outstanding shares of Class V Common Stock obtained by dividing the Class V Group Allocable Net Proceeds by the Average Market Value of a share of Class V Common Stock over the period of 10 consecutive Trading Days beginning on the 2nd Trading Day following the public announcement of the Class V Group Net Proceeds as set forth in Section 5.2(m)(4)(C) into an aggregate number (or fraction) of validly issued, fully paid and non-assessable shares of Class C Common Stock equal to the number of shares of Class V Common Stock to be converted, multiplied by the amount (calculated to the nearest five decimal places) obtained by dividing (I) the Average Market Value of a share of Class V Common Stock over the period of 10 consecutive

Trading Days beginning on the 2nd Trading Day following the public announcement of the Class V Group Net Proceeds as set forth in Section 5.2(m)(4)(C) by (II) the Average Market Value of one share of Class C Common Stock over the same 10-Trading Day period.

(D) Provided that the Class C Common Stock is then Publicly Traded, the Corporation may combine the conversion of a portion of the outstanding shares of Class V Common Stock into Class C Common Stock as contemplated by Section 5.2(m)(3)(C) with the payment of a dividend on, or the redemption of, shares of Class V Common Stock, as described below, subject to the limitations specified in Section 5.2(m)(3)(A) (in the case of a dividend) or Section 5.2(m)(3)(B) (in the case of a redemption) (including the limitations specified in other paragraphs of this Certificate of Incorporation referred to therein).

In the event the Board of Directors elects the option described in this Section 5.2(m)(3)(D), the portion of the outstanding shares of Class V Common Stock to be converted into validly issued, fully paid and non-assessable shares of Class C Common Stock shall be determined by the Board of Directors and shall be so converted at the conversion rate determined in accordance with Section 5.2(m)(3)(C) and the Corporation shall (x) pay a dividend to the holders of record of all of the remaining shares of Class V Common Stock outstanding, with such dividend to be paid in accordance with the applicable provisions of Section 5.2(e), or (y) redeem all or a portion of such remaining shares of Class V Common Stock. The aggregate amount of such dividend or the portion of the Class V Group Allocable Net Proceeds to be applied to such redemption, as applicable, shall be equal to the amount (rounded, if necessary, to the nearest whole number) obtained by multiplying (I) an amount equal to the Class V Group Allocable Net Proceeds of such Class V Group Disposition as of, in the case of a dividend, the record date for determining the holders of Class V Common Stock entitled to receive such dividend and, in the case of a redemption, the Class V Group Redemption Selection Date, in each case before giving effect to the conversion of shares of Class V Common Stock in connection with such Class V Group Disposition in accordance with this Section 5.2(m)(3)(D) and any related adjustment to the Number of Retained Interest Shares, by (II) one (1) minus a fraction, the numerator of which shall be the number of shares of Class V Common Stock to be converted into shares of Class C Common Stock in accordance with this Section 5.2(m)(3)(D) and the denominator of which shall be the aggregate number of shares of Class V Common Stock outstanding as of the record date or the Class V Group Redemption Selection Date used for purposes of clause (I) of this sentence. In the event of a redemption concurrently with or following any such partial conversion of shares of Class V Common Stock, if the Class V Group Disposition was of all (not merely substantially all) of the assets of the Class V Group, then all remaining outstanding shares of Class V Common Stock shall be redeemed for cash, Publicly Traded securities (other than securities of the Corporation) or other assets, or any combination thereof, with an aggregate Fair Value equal to the portion of the Class V Group Allocable Net Proceeds to be applied to such redemption determined in accordance with this Section 5.2(m)(3)(D), such aggregate amount to be allocated among all such shares to be redeemed on an equal per share basis (subject to the provisions of this Section 5.2(m)(3)). In the event of a redemption concurrently with or following any such partial conversion of shares of Class V Common Stock, if the Class V Group Disposition was of not all of the assets of the Class V Group, then the number of shares of Class V Common Stock to be redeemed shall be determined in accordance with Section 5.2(m)(3)(B), substituting for the Class V Group Redemption Amount referred to therein the portion of the Class V Group Allocable Net Proceeds to be applied to such redemption as determined in accordance with this Section 5.2(m)(3)(D), and such shares shall be redeemed for cash, Publicly Traded securities (other than securities of the Corporation) or other assets, or any combination thereof, with an aggregate Fair Value equal to such portion of the Class V Group Allocable Net Proceeds and allocated among all such shares to be redeemed on an equal per share basis (subject to the provisions of this Section 5.2(m)(3)). In the case of a redemption, the allocation of the cash, Publicly Traded securities (other than securities of the Corporation) and/or other assets to be paid in redemption and, in the case of a partial redemption, the selection of shares to be redeemed shall be made in the manner contemplated by Section 5.2(m)(3)(B).

For purposes of this Section 5.2(m)(3) and the definition of “Class V Group Disposition” provided in Article XV:

(1) as of any date, “substantially all of the assets of the Class V Group” means a portion of such assets that represents at least 80% of the then-Fair Value of the assets of the Class V Group as of such date;

(2) in the case of a Class V Group Disposition effected in a series of related transactions, such Class V Group Disposition shall not be deemed to have been consummated until the consummation of the last of such transactions;

(3) if the Board of Directors seeks the approval of the holders of Class V Common Stock entitled to vote on thereon to qualify a Class V Group Disposition as an Excluded Transaction and such approval is not obtained, the date on which such approval fails to be obtained will be treated as the date on which such Class V Group Disposition was consummated for purposes of making the determinations and taking the actions prescribed by this Section 5.2(m)(3) and Section 5.2(m)(4), and no subsequent vote may be taken to qualify such Class V Group Disposition as an Excluded Transaction; and

(4) in the event of a redemption of a portion of the outstanding shares of Class V Common Stock pursuant to Section 5.2(m)(3)(B) or (D) at a time when the Number of Retained Interest Shares is greater than zero, the Corporation will attribute to the DHI Group concurrently with such redemption an aggregate amount (the "Retained Interest Redemption Amount") of cash, securities (other than securities of the Corporation) or other assets, or any combination thereof, subject to adjustment as described below, with an aggregate Fair Value equal to the difference between (x) the Class V Group Net Proceeds and (y) the portion of the Class V Group Allocable Net Proceeds applied to such redemption as determined in accordance with Section 5.2(m)(3)(B) or (D) (such attribution, the "Retained Interest Partial Redemption"). Upon such Retained Interest Partial Redemption, the Number of Retained Interest Shares will be decreased in the manner described in subparagraph (ii)(B) of the definition of "Number of Retained Interest Shares" provided in Article XV. The Retained Interest Redemption Amount may, at the discretion of the Board of Directors, be reflected by an allocation to the DHI Group or by a direct transfer to the DHI Group of cash, securities and/or other assets.

(4) General.

(A) If the Corporation determines to convert all of the shares of Class V Common Stock pursuant to Section 5.2(r), not less than 10 days prior to the Class V Group Conversion Date the Corporation shall announce publicly by press release:

(I) that all outstanding shares of Class V Common Stock shall be converted pursuant to Section 5.2(r) on the Class V Group Conversion Date;

(II) the Class V Group Conversion Date, which shall not be more than 45 days following the Determination Date;

(III) the number of shares of Class C Common Stock to be received with respect to each share of Class V Common Stock; and

(IV) instructions as to how shares of Class V Common Stock may be surrendered for conversion.

(B) If the Corporation determines to exchange shares of Class V Common Stock pursuant to Section 5.2(m)(1) or to redeem shares of Class V Common Stock pursuant to Section 5.2(m)(2), the Corporation shall announce publicly by press release:

(I) that the Corporation intends to exchange or redeem, as applicable, all outstanding shares of Class V Common Stock for Distributed VMware Shares pursuant to Section 5.2(m)(1) or common stock of the Class V Group Subsidiary pursuant to Section 5.2(m)(2), as applicable, subject to any applicable conditions;

(II) the class or series of securities to be received with respect to the shares of Class V Common Stock to be exchanged or redeemed, as applicable, and the Outstanding Interest Fraction as of the date of such notice;

(III) the Class V Group VMware Redemption Selection Date or Class V Group Redemption Selection Date, as applicable, which shall not be earlier than the 10th day following the date of such press release;

(IV) the Class V Group VMware Redemption Date or Class V Group Redemption Date, as applicable, which shall not be earlier then the 10th day following the date of such press release and shall not be later than the 120th Trading Day following the date of such press release;

(V) if the Board of Directors so determines, that the Corporation shall not be required to register a transfer of any shares of Class V Common Stock for a period of 10 Trading Days (or such shorter period as such press release may specify) immediately preceding the specified Class V Group VMware Redemption Selection Date or Class V Group Redemption Selection Date;

(VI) the number of shares of VMware common stock or of the Class V Group Subsidiary, as applicable, attributable to the DHI Group, and the Number of Retained Interest Shares used in determining such number; and

(VII) instructions as to how shares of Class V Common Stock may be surrendered for exchange or redemption, as applicable.

(C) Not later than the 10th Trading Day following the consummation of a Class V Group Disposition referred to in Section 5.2(m)(3), the Corporation shall announce publicly by press release the Class V Group Net Proceeds of such Class V Group Disposition. Not later than the 30th Trading Day following the consummation of such Class V Group Disposition (and in the event a 10 Trading Day valuation period is required in connection with the action selected by the Board of Directors pursuant to Section 5.2(m)(3), not earlier than the 12th Trading Day following the public announcement of the Class V Group Net Proceeds as set forth in the first sentence of this Section 5.2(m)(4)(C)), the Corporation shall announce publicly by press release (to the extent applicable):

(I) which of the actions specified in Section 5.2(m)(3)(A), (B), (C) or (D) the Corporation has irrevocably determined to take;

(II) as applicable, the record date for determining holders entitled to receive any dividend to be paid pursuant to Section 5.2(m)(3)(A) or (D), the Class V Group Redemption Selection Date for the redemption of shares of Class V Common Stock pursuant to Section 5.2(m)(3)(B) or (D) or the Class V Group Conversion Selection Date for the partial conversion of shares of Class V Common Stock pursuant to Section 5.2(m)(3)(D), which record date, Class V Group Redemption Selection Date or Class V Group Conversion Selection Date will not be earlier than the 10th day following the date of such public announcement;

(III) the Outstanding Interest Fraction as of the date of such notice;

(IV) the anticipated dividend payment date, Class V Group Redemption Date, and/or Class V Group Conversion Date, as applicable, which in either case shall not be more than 85 Trading Days following such Class V Group Disposition; and

(V) unless the Board of Directors otherwise determines, that the Corporation shall not be required to register a transfer of any shares of Class V Common Stock for a period of 10 Trading Days (or such shorter period as such announcement may specify) immediately preceding the specified Class V Group Redemption Selection Date or the Class V Group Conversion Selection Date.

If the Corporation determines to undertake a redemption of shares of Class V Common Stock, in whole or in part, pursuant to Section 5.2(m)(3)(B) or (D), or a conversion of shares of Class V Common Stock, in whole or in part, pursuant to Section 5.2(m)(3)(C) or (D), the Corporation will announce such redemption or conversion (which, for the avoidance of doubt, may remain subject to the satisfaction or waiver of any applicable condition

precedent at the time of such announcement) publicly by press release, not less than 10 days prior to the Class V Group Redemption Date or Class V Group Conversion Date, and will announce, as applicable:

(I) the Class V Group Redemption Date or Class V Group Conversion Date, which in each case shall not be more than 85 Trading Days following such Class V Group Disposition;

(II) the number of shares of Class V Common Stock to be redeemed or converted or, if applicable, stating that all outstanding shares of Class V Common Stock will be redeemed or converted;

(III) the kind and amount of per share consideration to be received with respect to each share of Class V Common Stock to be redeemed or converted and the Outstanding Interest Fraction as of the date of such notice;

(IV) with respect to a partial redemption under Section 5.2(m)(3)(B) or (D), the Number of Retained Interest Shares as of the Class V Group Redemption Selection Date;

(V) with respect to a dividend under Section 5.2(m)(3)(D), the Number of Retained Interest Shares as of the record date for the dividend and the Retained Interest Dividend Amount attributable to the DHI Group; and

(VI) instructions as to how shares of Class V Common Stock may be surrendered for redemption or conversion.

(D) The Corporation will give such notice to holders of Convertible Securities convertible into or exercisable or exchangeable for Class V Common Stock as may be required by the terms of such Convertible Securities or as the Board of Directors may otherwise deem appropriate in connection with a dividend, redemption or conversion of shares of Class V Common Stock pursuant to this Section 5.2, as applicable.

(E) All public announcements made pursuant to Section 5.2(m)(4)(A), (B) or (C) shall include such further statements, and the Corporation reserves the right to make such further public announcements, as may be required by law or the rules of the principal U.S. securities exchange on which the Class V Common Stock is listed or as the Board of Directors may, in its discretion, deem appropriate.

(F) No adjustments in respect of dividends shall be made upon the conversion or redemption of any shares of Class V Common Stock; provided, however, that, except as otherwise contemplated by Section 5.2(m)(3)(D), if the Class V Group Conversion Date or the Class V Group Redemption Date with respect to any shares of Class V Common Stock shall be subsequent to the record date for the payment of a dividend or other distribution thereon or with respect thereto, but prior to the payment of such dividend or distribution, the holders of record of such shares of Class V Common Stock at the close of business on such record date shall be entitled to receive the dividend or other distribution payable on or with respect to such shares on the date set for payment of such dividend or other distribution, notwithstanding the prior conversion or redemption of such shares.

(G) Before any holder of shares of Class V Common Stock shall be entitled to receive certificate(s) or book-entry interests representing shares of any kind of capital stock or cash, Publicly Traded securities or other assets to be received by such holder with respect to shares of Class V Common Stock pursuant to Section 5.2(r) or this Section 5.2(m), such holder shall surrender certificate(s) or book-entry interests representing such shares of Class V Common Stock in such manner and with such written instruments or transfer as the Corporation shall specify. The Corporation will, as soon as practicable after such surrender of certificate(s) or book-entry interests representing shares of Class V Common Stock, deliver, or cause to be delivered, at the office of the transfer agent for the shares or other securities to be delivered, to the holder for whose account shares of Class V Common Stock were so surrendered, or to the nominee or nominees of such holder,

certificate(s) or book-entry interests representing the number of shares of the kind of capital stock or cash, Publicly Traded securities or other assets to which such Person shall be entitled as aforesaid, together with any payment for fractional securities determined by the Board of Directors to be paid in accordance with Section 5.2(m)(4)(I). If less than all of the shares of Class V Common Stock represented by any one certificate are to be redeemed, the Corporation shall issue and deliver a new certificate for the shares (including fractional shares) of Class V Common Stock not redeemed.

(H) From and after any applicable Class V Group Conversion Date, Class V Group Redemption Date or Class V Group VMware Redemption Date, all rights of a holder of shares of Class V Common Stock that were converted, redeemed or exchanged on such Class V Group Conversion Date, Class V Group Redemption Date or Class V Group VMware Redemption Date, as applicable, shall cease except for the right, upon surrender of certificate(s) or book-entry interests representing such shares of Class V Common Stock, to receive certificate(s) or book-entry interests representing shares of the kind and amount of capital stock or cash, Publicly Traded securities or other assets for which such shares were converted, redeemed or exchanged, as applicable, together with any payment for fractional securities determined by the Board of Directors to be paid in accordance with Section 5.2(m)(4)(I), and such holder shall have no other or further rights in respect of the shares of Class V Common Stock so converted, redeemed or exchanged. No holder of a certificate or book-entry interest which immediately prior to the applicable Class V Group Conversion Date, Class V Group Redemption Date or Class V Group VMware Redemption Date represented shares of Class V Common Stock shall be entitled to receive any dividend or other distribution with respect to shares of any kind of capital stock into or in exchange for which the Class V Common Stock was converted, redeemed or exchanged until surrender of such holder's certificate or book-entry interest for certificate(s) or book-entry interests representing shares of such kind of capital stock. Upon such surrender, there shall be paid to the holder the amount of any dividends or other distributions (without interest) which became payable with respect to a record date prior to the Class V Group Conversion Date, Class V Group Redemption Date or Class V Group VMware Redemption Date, as the case may be, but that were not paid by reason of the foregoing, with respect to the number of shares of the kind of capital stock represented by the certificate(s) or book-entry interests issued upon such surrender. Notwithstanding the foregoing, from and after a Class V Group Conversion Date, Class V Group Redemption Date or Class V Group VMware Redemption Date, as the case may be, the Corporation will be entitled to treat certificates and book-entry interests representing shares of Class V Common Stock that have not yet been surrendered for conversion, redemption or exchange in accordance with Section 5.2(m)(4)(G) as evidencing the ownership of the number of shares of the kind or kinds of capital stock for which the shares of Class V Common Stock represented by such certificates or book-entry interests shall have been converted, redeemed or exchanged in accordance with Section 5.2(r) or this Section 5.2(m), notwithstanding the failure of the holder thereof to surrender such certificates or book-entry interests.

(I) The Corporation shall not be required to issue or deliver fractional shares of any class or series of capital stock or any other securities in a smaller than authorized denomination to any holder of Class V Common Stock upon any conversion, redemption, exchange, dividend or other distribution pursuant to this Section 5.2. In connection with the determination of the number of shares of any class or series of capital stock that shall be issuable or the amount of other securities that shall be deliverable to any holder of record of Class V Common Stock upon any such conversion, redemption, exchange, dividend or other distribution (including any fractions of shares or securities), the Corporation may aggregate the shares of Class V Common Stock held at the relevant time by such holder of record. If the aggregate number of shares of capital stock or other securities to be issued or delivered to any holder of Class V Common Stock includes a fraction, the Corporation shall pay, or shall cause to be paid, a cash adjustment in lieu of such fraction in an amount equal to the Fair Value of such fraction (without interest).

(J) Any deadline for effecting a redemption, conversion, or exchange prescribed by Section 5.2(r) or this Section 5.2(m) may be extended in the discretion of the Board of Directors if deemed necessary or appropriate to enable the Corporation to comply with the U.S. federal securities laws, including the rules and regulations promulgated thereunder.

(n) Treatment of Convertible Securities. After any Class V Group Redemption Date or Class V Group Conversion Date on which all outstanding shares of Class V Common Stock are redeemed or converted, any share of Class V Common Stock of the Corporation that is to be issued on exchange, conversion or exercise of any Convertible Securities shall, immediately upon such exchange, conversion or exercise and without any notice from or to, or any other action on the part of, the Corporation or its Board of Directors or the holder of such Convertible Security:

(1) in the event the shares of Class V Common Stock outstanding on such Class V Group Redemption Date were redeemed pursuant to Section 5.2(m)(3)(B) or Section 5.2(m)(2), be redeemed, to the extent of funds legally available therefor, for $0.01 per share in cash for each share of Class V Common Stock that otherwise would be issued upon such exchange, conversion or exercise; or

(2) in the event the shares of Class V Common Stock outstanding on such Class V Group Conversion Date were converted into shares of Class C Common Stock pursuant to Section 5.2(m)(3)(C) or (D) or Section 5.2(r), be converted into the number of shares of Class C Common Stock that shares of Class V Common Stock would have received had such shares been outstanding and converted on such Class V Group Conversion Date.

The provisions of the immediately preceding sentence of this Section 5.2(n) shall not apply to the extent that other adjustments or alternative provisions in respect of such conversion, exchange or redemption Class V Common Stock are otherwise made or applied pursuant to the provisions of such Convertible Securities.

(o) Deemed Conversion of Certain Convertible Securities. To the extent Convertible Securities are paid as a dividend to the holders of Class V Common Stock at a time when the DHI Group holds an Inter-Group Interest in the Class V Group, in addition to making an adjustment pursuant to Section 5.2(e)(1)(B)(II), the Corporation may, when at any time such Convertible Securities are convertible into or exchangeable or exercisable for shares of Class V Common Stock, treat such Convertible Securities as converted, exchanged or exercised for purposes of determining the increase in the Number of Retained Interest Shares pursuant to subparagraph (iii) of the definition of "Number of Retained Interest Shares" provided in Article XV, and must do so to the extent such Convertible Securities are mandatorily converted, exchanged or exercised (and to the extent the terms of such Convertible Securities require payment of consideration for such conversion, exchange or exercise, the DHI Group shall then no longer be attributed as an asset an amount of the kind of assets or properties required to be paid as such consideration for the amount of Convertible Securities deemed converted, exchanged or exercised (and the Class V Group shall be attributed such assets or properties)), in which case, from and after such time, the shares of Class V Common Stock into or for which such Convertible Securities were so considered converted, exchanged or exercised shall be deemed held by the DHI Group and such Convertible Securities shall no longer be deemed to be held by the DHI Group. A statement setting forth the election to effectuate any such deemed conversion, exchange or exercise of Convertible Securities and the assets or properties, if any, to be attributed to the Class V Group in consideration of such conversion, exchange or exercise shall be filed with the Secretary of the Corporation and, upon such filing, such deemed conversion, exchange or exercise shall be effectuated.

(p) Certain Determinations by the Board of Directors.

(1) *General.* The Board of Directors shall make such determinations with respect to (a) the businesses, assets, properties, liabilities and preferred stock to be attributed to the DHI Group and the Class V Group, (b) the application of the provisions of this Certificate of Incorporation to transactions to be engaged in by the Corporation and (c) the voting powers, preferences, designations, rights, qualifications, limitations or restrictions of any series of Common Stock or of the holders thereof, as may be or become necessary or appropriate to the exercise of, or to give effect to, such voting powers, preferences, designations, rights, qualifications, limitations or restrictions, including, without limiting the foregoing, the determinations referred to in this Section 5.2(p); provided that any of such determinations that would require approval of the Capital Stock Committee under the

Bylaws shall be effective only if made in accordance with the Bylaws. A record of any such determination shall be filed with the records of the actions of the Board of Directors.

(A) Upon any acquisition by the Corporation or its Subsidiaries of any businesses, assets or properties, or any assumption of liabilities or preferred stock, outside of the ordinary course of business of either Group, the Board of Directors shall determine whether such businesses, assets, properties, liabilities or preferred stock (or an interest therein) shall be for the benefit of the DHI Group or the Class V Group or both and, accordingly, shall be attributed to such Group or Groups, in accordance with the definitions of DHI Group or Class V Group set forth in Article XV, as the case may be.

(B) Upon any issuance of shares of Class V Common Stock at a time when the Number of Retained Interest Shares is greater than zero, the Board of Directors shall determine, based on the use of the proceeds of such issuance and any other relevant factors, whether all or any part of the shares of such series so issued shall reduce such Number of Retained Interest Shares. Upon any repurchase of shares of Class V Common Stock at any time, the Board of Directors shall determine, based on whether the cash or other assets paid in such repurchase was attributed to the DHI Group or the Class V Group and any other relevant factors, whether all or any part of the shares of such series so repurchased shall increase such Number of Retained Interest Shares.

(C) Upon any issuance by the Corporation or any Subsidiary thereof of any Convertible Securities that are convertible into or exchangeable or exercisable for shares of Class V Common Stock, if at the time such Convertible Securities are issued the Number of Retained Interest Shares related to such series is greater than zero, the Board of Directors shall determine, based on the use of the proceeds of such issuance and any other relevant factors, whether, upon conversion, exchange or exercise thereof, the issuance of shares of Class V Common Stock pursuant thereto shall, in whole or in part, reduce such Number of Retained Interest Shares.

(D) Upon any issuance of any shares of preferred stock (or stock other than Common Stock) of any series, the Board of Directors shall attribute, based on the use of proceeds of such issuance of shares of preferred stock (or stock other than Common Stock) in the business of either Group and any other relevant factors, the shares so issued entirely to the DHI Group, entirely to the Class V Group, or partly to both Groups, in such proportion as the Board of Directors shall determine.

(E) Upon any redemption or repurchase by the Corporation or any Subsidiary thereof of shares of preferred stock (or stock other than Common Stock) of any class or series or of other securities or debt obligations of the Corporation, the Board of Directors shall determine, based on the property used to redeem or purchase such shares, other securities or debt obligations, which, if any, of such shares, other securities or debt obligations redeemed or repurchased shall be attributed to the DHI Group, to the Class V Group, or both, and, accordingly, how many of the shares of such series or class of preferred stock (or stock other than Common Stock) or of such other securities, or how much of such debt obligations, that remain outstanding, if any, are thereafter attributed to each Group.

(F) Upon any transfer to either Group of businesses, assets or properties attributed to the other Group, the Board of Directors shall determine the consideration therefor to be attributed to the transferring Group in exchange therefor, including, without limitation, cash, securities or other property of the other Group, or shall decrease or increase the Number of Retained Interest Shares, as described in subparagraph (ii)(D) or (iii)(D), as the case may be, of the definition of "Number of Retained Interest Shares" provided in Article XV.

(G) Upon any assumption by either Group of liabilities or preferred stock attributed to the other Group, the Board of Directors shall determine the consideration therefor to be attributed to the assuming Group in exchange therefor, including, without limitation, cash, securities or other property of the other Group, or shall decrease or increase the Number of Retained Interest Shares, as described in subparagraph (ii)(D) or (iii)(D), as the case may be, of the definition of "Number of Retained Interest Shares" provided in Article XV.

(2) *Certain Determinations Not Required*. Notwithstanding the foregoing provisions of this Section 5.2(p) or any other provision in this Certificate of Incorporation, at any time when there are no shares of Class V Common Stock outstanding (or Convertible Securities convertible into or exchangeable or exercisable for shares of Class V Common Stock), the Corporation need not:

(A) attribute any of the businesses, assets, properties, liabilities or preferred stock of the Corporation or any of its Subsidiaries to the DHI Group or the Class V Group; or

(B) make any determination required in connection therewith, nor shall the Board of Directors be required to make any of the determinations otherwise required by this Section 5.2(p),

and in such circumstances the holders of the shares of DHI Common Stock outstanding shall (unless otherwise specifically provided in this Certificate of Incorporation) be entitled to all the voting powers, preferences, designations, rights, qualifications, limitations or restrictions of common stock of the Corporation.

(3) *Board Determinations Binding*. Any determinations made in good faith by the Board of Directors of the Corporation under any provision of this Section 5.2(p) or otherwise in furtherance of the application of this Section 5.2 shall be final and binding; provided that any of such determinations that would require approval of the Capital Stock Committee under the Bylaws shall be final and binding only if made in accordance with the Bylaws.

(q) Conversion of Class A Common Stock, Class B Common Stock and Class D Common Stock.

(1) At any time and from time to time, (i) any holder of Class A Common Stock or Class B Common Stock shall have the right by written election to the Corporation to convert all or any of the shares of Class A Common Stock or Class B Common Stock, as applicable, held by such holder into shares of Class C Common Stock on a one-to-one basis and (ii) any holder of Class D Common Stock, subject to any legal requirements applicable to such holder (including any applicable requirements under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and any other applicable antitrust laws), shall have the right by written election to the Corporation to convert all or any of the shares of Class D Common Stock held by such holder into shares of Class C Common Stock on a one-to-one basis.

(2) If any such holder seeks to convert any share of Class A Common Stock, Class B Common Stock or Class D Common Stock pursuant to this Section 5.2(q), such written election shall be delivered by certified mail or courier, postage prepaid, to the Corporation or the Corporation's transfer agent. Each such written election shall (i) state the number of shares of Class A Common Stock, Class B Common Stock or Class D Common Stock, as applicable, elected to be converted and (ii) be accompanied by the certificate or certificates representing the shares of Class A Common Stock, Class B Common Stock or Class D Common Stock, as applicable, being converted, duly assigned or endorsed for transfer to the Corporation (and, if so required by the Corporation or its transfer agent, accompanied by duly executed instruments of transfer). The conversion of such shares of Class A Common Stock, Class B Common Stock or Class D Common Stock, as applicable, shall be deemed effective as of the close of business on the date of receipt by the Corporation's transfer agent of the certificate or certificates representing such shares of Class A Common Stock, Class B Common Stock or Class D Common Stock, as applicable, and any other instruments required by this Section 5.2(q)(2).

(3) Upon receipt by the Corporation's transfer agent of a written election accompanied by the certificate or certificates representing such shares of Class A Common Stock, Class B Common Stock or Class D Common Stock, as applicable, being converted, duly assigned or endorsed for transfer to the Corporation (and, if so required by the Corporation or its transfer agent, accompanied by duly executed instruments of transfer), the Corporation shall deliver to the relevant holder (i) a certificate in such holder's name (or the name of their designee) for the number of shares of Class C Common Stock (including any fractional share) to which such holder shall be entitled upon conversion of the applicable shares of Class A Common Stock, Class B Common Stock or Class D Common Stock, and (ii) if applicable, a certificate in such holder's name (or the name of their

designee) for the number of shares (including any fractional share) of Class A Common Stock, Class B Common Stock or Class D Common Stock, as applicable, represented by the certificate or certificates delivered to the Corporation for conversion but otherwise not elected to be converted pursuant to the written election. All shares of Class C Common Stock issued hereunder by the Corporation shall be validly issued, fully paid and non-assessable.

(4) Notwithstanding anything in this Certificate of Incorporation to the contrary, upon any Transfer of shares of Class A Common Stock or Class B Common Stock to any Person other than (i) a Permitted Transferee of the transferor, (ii) in the case of the Class A Common Stock, (x) in a transfer pursuant to a Qualified Sale Transaction or (y) in connection with the transfer, at substantially the same time, of an aggregate number of shares of DHI Common Stock held by the MSD Partners Stockholders and their Permitted Transferees greater than 50% of the outstanding shares of DHI Common Stock owned by the MSD Partners Stockholders immediately following the closing of the Merger (as adjusted for any stock split, stock dividend, reverse stock split or similar event occurring after the closing of the Merger) to any Person or group of Affiliated Persons or (iii) the case of the Class B Common Stock, in connection with the transfer, at substantially the same time, of an aggregate number of shares of DHI Common Stock held by the transferor and its Permitted Transferees greater than 50% of the outstanding shares of DHI Common Stock owned by the SLP Stockholders immediately following the closing of the Merger (as adjusted for any stock split, stock dividend, reverse stock split or similar event occurring after the closing of the Merger) to any Person or group of Affiliated Persons, the shares so Transferred shall automatically and as a condition to the effectiveness of such Transfer be converted into shares of Class C Common Stock on a one-for-one basis.

(5) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class C Common Stock, solely for the purpose of issuance upon conversion of outstanding shares of Class A Common Stock, Class B Common Stock and Class D Common Stock, such number of shares of Class C Common Stock that shall be issuable upon the conversion of all such outstanding shares of Class A Common Stock, Class B Common Stock and Class D Common Stock.

(r) Conversion of Class V Common Stock into Class C Common Stock at the Option of the Corporation.

(1) At the option of the Corporation, exercisable at any time the Class C Common Stock is then Publicly Traded, the Board of Directors may authorize (the date the Board of Directors makes such authorization, the "Determination Date") that each outstanding share of Class V Common Stock be converted into a number (or fraction) of validly issued, fully paid and non-assessable Publicly Traded shares of Class C Common Stock equal to the amount (calculated to the nearest five decimal places) obtained by multiplying the Applicable Conversion Percentage as of the Determination Date by the amount (calculated to the nearest five decimal places) obtained by dividing (I) the Average Market Value of a share of Class V Common Stock over the 10-Trading Day period ending on the Trading Day preceding the Determination Date, by (II) the Average Market Value of a share of Class C Common Stock over the same 10-Trading Day period.

(2) At the option of the Corporation, if a Tax Event occurs, the Board of Directors may authorize that each outstanding share of Class V Common Stock be converted into a number (or fraction) of validly issued, fully paid and non-assessable shares of Class C Common Stock equal to the amount (calculated to the nearest five decimal places) obtained by multiplying 100% by the amount (calculated to the nearest five decimal places) obtained by dividing (I) the Average Market Value of a share of Class V Common Stock over the 10-Trading Day period ending on the Trading Day preceding the Determination Date, by (II) the Average Market Value of a share of Class C Common Stock over the same 10-Trading Day period; provided that such conversion shall only occur if the Class C Common Stock, upon issuance in such conversion, will have been registered under all applicable U.S. securities laws and will be listed for trading on a U.S. securities exchange.

(3) If the Corporation determines to convert shares of Class V Common Stock into Class C Common Stock pursuant to this Section 5.2(r), such conversion shall occur on a Class V Group Conversion Date on or prior to the 45th day following the Determination Date and shall otherwise be effected in accordance with the provisions of Section 5.2(m)(4).

(4) The Corporation shall not convert shares of Class V Common Stock into shares of Class C Common Stock pursuant to this Section 5.2(r) without converting all outstanding shares of Class V Common Stock into shares of Class C Common Stock in accordance with this Section 5.2(r).

(s) Transfer Taxes. The Corporation will pay any and all documentary, stamp or similar issue or transfer taxes that may be payable in respect of the issue or delivery of a certificate or certificates representing any shares of capital stock and/or other securities on conversion or redemption of shares of Common Stock pursuant to this Section 5.2. The Corporation will not, however, be required to pay any tax that may be payable in respect of any issue or delivery of a certificate or certificates representing any shares of capital stock in a name other than that in which the shares of Common Stock so converted or redeemed were registered and no such issue or delivery will be made unless and until the Person requesting the same has paid to the Corporation or its transfer agent the amount of any such tax, or has established to the satisfaction of the Corporation or its transfer agent that such tax has been paid.

ARTICLE VI

(a) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(b) The Board of Directors shall consist of:

(1) The Group I directors (the "Group I Directors"), who shall initially number three (3). The holders of Common Stock (other than the holders of Class D Common Stock) voting together as a single class, shall be entitled to elect, vote to remove or fill any vacancy in respect of any Group I Director. The number of Group I Directors can be increased (to no more than seven (7)) or decreased (to no less than three (3)) by action of the Board of Directors that includes the affirmative vote of (i) a majority of the Board of Directors, (ii) a majority of the Group II Directors (as defined below) and (iii) a majority of the Group III Directors (as defined below). Any newly-created directorship on the Board of Directors with respect to the Group I Directors that results from an increase in the number of Group I Directors may be filled by the affirmative vote of a majority of the Board of Directors then in office; provided that a quorum is present, and any other vacancy occurring on the Board of Directors with respect to the Group I Directors may be filled by the affirmative vote of a majority of the Board of Directors then in office, even if less than a quorum, or by a sole remaining director. A majority of the Common Stock (other than the Class D Common Stock) voting together as a single class, shall be entitled remove any Group I Director with or without cause at any time. Each Group I Director shall be entitled to cast one (1) vote. In the event that the Board of Directors consists of a number of directors entitled to an aggregate amount of votes that is less than seven (7), the number of Group I Directors shall automatically be increased to such number as is necessary to ensure that the voting power of the Board of Directors is equal to an aggregate of seven (7) votes (assuming, for each such calculation, full attendance by each director);

(2) Until a Designation Rights Trigger Event has occurred with respect to the Class A Common Stock, the Group II directors (the "Group II Directors"), who shall initially number one (1). The holders of Class A Common Stock shall have the right, voting separately as a series, to elect up to three (3) Group II Directors, and, voting separately as a series, shall solely be entitled to elect, vote to remove or fill any vacancy in respect of any Group II Director. Upon the occurrence of a Designation Rights Trigger Event with respect to the Class A Common Stock, the rights of the Class A Common Stock pursuant to this paragraph (2) shall immediately terminate and no right to elect Group II Directors shall thereafter attach to the Class A Common Stock. The number of Group II Directors may be increased (to no more than three (3)) by action of the Group II Directors or vote of the holders of Class A Common Stock, voting separately as a series, or decreased (to no less than one (1)) by vote of the holders of Class A Common Stock, voting separately as a series. In the case of any vacancy or newly-created directorship occurring with respect to the Group II Directors, such vacancy shall only be filled by the vote of the holders of the outstanding Class A Common Stock, voting separately as a series. The holders of Class A Common Stock, voting separately as a series, shall be entitled to remove any Group II Director with or

without cause at any time. Each Group II Director shall be entitled to cast that number of votes (or a fraction thereof) equal to the quotient obtained by dividing (i) the Aggregate Group II Director Votes by (ii) the number of Group II Directors then in office; and

(3) Until a Designation Rights Trigger Event has occurred with respect to the Class B Common Stock, the Group III directors (the "Group III Directors"), who shall initially number two (2). The holders of Class B Common Stock shall have the right, voting separately as a series, to elect up to three (3) Group III Directors, and, voting separately as a series, shall solely be entitled to elect, vote to remove or fill any vacancy in respect of any Group III Director. Upon the occurrence of a Designation Rights Trigger Event with respect to the Class B Common Stock, the rights of the Class B Common Stock pursuant to this paragraph (3) shall immediately terminate and no right to elect Group III Directors shall thereafter attach to the Class B Common Stock. The number of Group III Directors may be increased (to no more than three (3)) by action of the Group III Directors or vote of the holders of Class B Common Stock, voting separately as a series, or decreased (to no less than one (1)) by vote of the holders of Class B Common Stock, voting separately as a series. In the case of any vacancy or newly-created directorship occurring with respect to the Group III Directors, such vacancy or newly-created directorship shall only be filled by the vote of the holders of the outstanding Class B Common Stock, voting separately as a series. The holders of Class B Common Stock, voting separately as a series, shall be entitled to remove any Group III Director with or without cause at any time. Each Group III Director shall be entitled to cast that number of votes (or a fraction thereof) equal to the quotient obtained by dividing (i) the Aggregate Group III Director Votes by (ii) the number of Group III Directors then in office.

(c) No stockholders of the Corporation other than the holders of Class A Common Stock shall be entitled to vote with respect to the election or the removal without cause of any Group II Director. No stockholders of the Corporation other than the holder of the Class B Common Stock shall be entitled to vote with respect to the election or the removal without cause of any Group III Director. At any meeting held for the purpose of electing directors, the presence in person or by proxy of the holders of a majority of the outstanding shares of Class A Common Stock shall be required, and shall be sufficient, to constitute a quorum of such series for the election of Group II Directors by such series and the presence in person or by proxy of the holders of a majority of the outstanding shares of Class B Common Stock shall be required, and shall be sufficient, to constitute a quorum of such series for the election of Group III Directors by such series. At any such meeting or adjournment thereof, the absence of a quorum of any of the holders of the Class A Common Stock and/or the Class B Common Stock shall not prevent the election of directors other than the Group II Directors and/or the Group III Directors, as applicable, and the absence of a quorum or quorums of the holders of capital stock of the Corporation entitled to elect such other directors shall not prevent the election of the Group II Directors and/or the Group III Directors, as applicable.

(d) In the event that the Group II Directors and the Group III Directors are entitled to an equal aggregate number of votes that is greater than zero (0) (assuming, for such calculation, full attendance by each applicable Group II Director and Group III Director), any matter that requires approval by the Board of Directors will require the approval of (i) a majority of the votes entitled to be cast by all directors, (ii) a majority of the votes entitled to be cast by the Group II Directors and (iii) a majority of the votes entitled to be cast by the Group III Directors.

(e) As long as (a) no IPO has occurred, (b) the number of shares of Common Stock beneficially owned by the MD Stockholders exceeds either (x) 35% of the issued and outstanding DHI Common Stock or (y) the number of shares of DHI Common Stock beneficially owned by the SLP Stockholders and (c) no Disabling Event has occurred and is continuing, then (x) removal of the Chief Executive Officer of the corporation shall require the approval of the holders of Class A Common Stock, voting separately as a series, and (y) unless otherwise consented to by the holders of Class A Common Stock, voting separately as a series, the Chief Executive Officer of the corporation shall also serve as Chairman of the Board of Directors (provided the Chief Executive Officer is a director).

(f) Upon the occurrence of a Designation Rights Trigger Event with respect to the Class A Common Stock, the terms of office the Group II Directors shall terminate and the number of directors comprising the Board of Directors shall be reduced accordingly. Upon the occurrence of a Designation Rights Trigger Event with respect to the Class B Common Stock, the terms of office of the Group III Directors shall terminate and the number of directors comprising the Board of Directors shall be reduced accordingly.

(g) To the extent that this Certificate of Incorporation provides that directors elected by the holders of a class or series of stock shall have more or less than one vote per director on any matter, every reference in this Certificate of Incorporation or the Bylaws to a majority or other proportion of directors shall refer to a majority or other proportion of the votes of such directors. Notwithstanding the foregoing, each director when serving on a committee or subcommittee of the Board of Directors shall be entitled to cast that number of votes in respect of the total votes on any matter coming before such committee or subcommittee as shall be specified pursuant to the Bylaws, or if not so specified, then as may be set forth in a resolution of the Board of Directors designating such committee not inconsistent with the Bylaws or any stockholder agreement or similar contractual arrangement to which the Corporation is a party.

ARTICLE VII

Elections of the members of the Board of Directors shall be held annually at the annual meeting of stockholders and each director shall be elected for a term commencing on the date of such director's election and ending on the earlier of (i) the date such director's successor is elected and qualified, (ii) the date of such director's death, resignation, disqualification or removal, (iii) solely in the case of the Group II Directors, the occurrence of a Designation Rights Trigger Event with respect to the Class A Common Stock, and (iv) solely in the case of the Group III Directors, the occurrence of a Designation Rights Trigger Event with respect to the Class B Common Stock. Elections of the members of the Board need not be by written ballot unless the Bylaws shall so provide.

ARTICLE VIII

Any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the actions to be so taken, shall be signed by both (i) the holders of stock of the Corporation having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of stock of the Corporation entitled to vote thereon were present and voted and (ii) each of the holders of a majority of the DHI Common Stock beneficially owned by the MD Stockholders and a majority of the DHI Common Stock beneficially owned by the SLP Stockholders, if any, that are stockholders at such time, and shall be delivered to the Corporation by delivery to its principal place of business or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings are recorded.

ARTICLE IX

Subject to any limitations set forth in this Certificate of Incorporation, including, without limitation, pursuant to Section 5.2(h)(2)(B), and to obtaining any required stockholder votes or consents required hereby, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws or adopt new Bylaws, without any action on the part of the stockholders; provided, that Bylaws adopted or amended by the Directors and any powers thereby conferred may be amended, altered, or repealed by the stockholders subject to any limitations set forth in this Certificate of Incorporation.

ARTICLE X

(a) A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for such liability as is expressly not subject to limitation under the DGCL, as the same exists or may hereafter be amended to further limit or eliminate such liability. Moreover, the Corporation shall, to the fullest extent permitted by law, indemnify any and all officers and directors of the Corporation, and may, to the fullest extent permitted by law or to such lesser extent as is determined in the discretion of the Board of Directors, indemnify any and all other persons whom it shall have power to indemnify, from and against all expenses, liabilities or other matters arising out of their status as such or their acts, omissions or services rendered in such capacities. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability.

(b) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was or has agreed to become a director or officer of the Corporation or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving or having agreed to serve as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Article X shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the DGCL requires, the payment of such expenses incurred by a current, former or proposed director or officer in his or her capacity as a director or officer or proposed director or officer (and not in any other capacity in which service was or is or has been agreed to be rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnified person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article X or otherwise.

(c) The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation, individually or as a group, with the same scope and effect as the indemnification of directors and officers provided for in this Article X.

(d) If a written claim for advancement and payment of expenses received by the Corporation from or on behalf of an indemnified party under this Article X is not paid in full by the Corporation within ninety days after such receipt, or if a written claim for indemnification following final disposition of the applicable Proceeding received by the Corporation by or on behalf of an indemnified party under this Article X is not paid in full by the

Corporation within ninety days after such receipt, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(e) The right to indemnification and the advancement and payment of expenses conferred in this Article X shall not be exclusive of any other right which any person may have or hereafter acquire under any law (common or statutory), provision of this Certificate of Incorporation of the Corporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

(f) The Corporation may maintain insurance, at its expense, to protect itself and any person who is or was serving as a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

(g) If this Article X or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each director and officer of the Corporation as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article X that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE XI

To the fullest extent permitted by the DGCL and subject to any express agreement that may from time to time be in effect, the Corporation acknowledges and agrees that any Covered Person may, and shall have no duty not to (i) invest in, carry on and conduct, whether directly, or as a partner in any partnership, or as a joint venturer in any joint venture, or as an officer, director, stockholder, equityholder or investor in any Person, or as a participant in any syndicate, pool, trust or association, any business of any kind, nature or description, whether or not such business is competitive with or in the same or similar lines of business as the Corporation or any of its Subsidiaries (which for all purposes of this Article XI shall include VMware and its subsidiaries), (ii) do business with any client, customer, vendor or lessor of any of the Corporation or its Affiliates; and/or (iii) make investments in any kind of property in which the Corporation may make investments. To the fullest extent permitted by the DGCL, the Corporation renounces any interest or expectancy to participate in any business or investments of any Covered Person as currently conducted or as may be conducted in the future, and waives any claim against a Covered Person and shall indemnify a Covered Person against any claim that such Covered Person is liable to the Corporation, any Subsidiary or their respective stockholders for breach of any fiduciary duty solely by reason of such Person's participation in any such business or investment. The Corporation shall pay in advance any expenses incurred in defense of such claim as provided in this provision. The Corporation hereby expressly acknowledges and agrees in the event that a Covered Person acquires knowledge of a potential transaction or matter which may constitute a corporate opportunity for both (x) the Covered Person outside of his

or her capacity as an officer or director of the Corporation and (y) the Corporation or any Subsidiary, the Covered Person shall not have any duty to offer or communicate information regarding such corporate opportunity to the Corporation or any Subsidiary. To the fullest extent permitted by the DGCL, the Corporation hereby renounces any interest or expectancy in any potential transaction or matter of which the Covered Person acquires knowledge, except for any corporate opportunity which is expressly offered to a Covered Person in writing solely in his or her capacity as an officer or director of the Corporation or any Subsidiary, and waives any claim against each Covered Person and shall indemnify a Covered Person against any claim, that such Covered Person is liable to the Corporation, any Subsidiary or their respective stockholders for breach of any fiduciary duty solely by reason of the fact that such Covered Person (A) pursues or acquires any corporate opportunity for its own account or the account of any Affiliate or other Person, (B) directs, recommends, sells, assigns or otherwise transfers such corporate opportunity to another Person or (C) does not communicate information regarding such corporate opportunity to the Corporation or such Subsidiary; provided, however, in each such case, that any corporate opportunity which is expressly offered to a Covered Person in writing solely in his or her capacity as an officer or director of the Corporation shall belong to the Corporation. The Corporation shall pay in advance any expenses incurred in defense of such claim as provided in this provision, except to the extent that a Covered Person is determined by a final, non-appealable order of a Delaware court having competent jurisdiction (or any other judgment which is not appealed in the applicable time) to have breached this Article XI in which case any such advanced expenses shall be promptly reimbursed to the Corporation.

ARTICLE XII

(a) Subject to obtaining any required stockholder votes or consents provided for herein or in any Preferred Stock Series Resolution, the Corporation shall have the right, from time to time, to amend this Certificate of Incorporation or any provision thereof in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon a director or stockholder of the Corporation by this Certificate of Incorporation or any amendment thereof are conferred subject to such right.

(b) Notwithstanding anything herein to the contrary, (i) the affirmative vote of the holders of a majority of the then issued and outstanding shares of Class A Common Stock and (ii) the affirmative vote of the holders of a majority of the then issued and outstanding shares of Class B Common Stock shall be required (A) for any amendment, alteration or repeal (including by merger, consolidation or otherwise by operation of law) of Article V and/or Article VI hereof and, (B) for so long as the MD Stockholders or the SLP Stockholders own any Common Stock, for any amendment, alteration or repeal (including by merger, consolidation or otherwise by operation of law) of Article X, Article VI or this paragraph (b) of Article XII hereof.

ARTICLE XIII

Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (A) any derivative action or proceeding brought on behalf of the Corporation, (B) any action asserting a claim of breach of a fiduciary duty owed by any director or officer or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (C) any action asserting a claim against the Corporation or any director or officer or stockholder of the Corporation arising pursuant to any provision of the DGCL or Certificate of Incorporation or the Bylaws, or (D) any action asserting a claim against the Corporation or any director or officer or stockholder of the Corporation governed by the internal affairs doctrine, shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware).

ARTICLE XIV

The Corporation shall not be governed by or subject to Section 203 of the DGCL.

ARTICLE XV

CERTAIN DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article XV will have, for all purposes of this Certificate of Incorporation, the meanings herein specified:

"**Affiliate**" means, with respect to any Person, any other Person that controls, is controlled by, or is under common control with such Person. The term "control" means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The terms "controlled" and "controlling" have meanings correlative to the foregoing. Notwithstanding the foregoing, for purposes of this Certificate of Incorporation (except as used in Section 5.2(h)(2) and the definition of "Excluded Transactions" provided in this Article XV), (i) the Corporation, its Subsidiaries and its other controlled Affiliates (including VMware and its subsidiaries) shall not be considered Affiliates of any of the Sponsor Stockholders or any of such party's Affiliates (other than the Corporation, its Subsidiaries and its other controlled Affiliates), (ii) none of the MD Stockholders and the MSD Partners Stockholders, on the one hand, and/or the SLP Stockholders, on the other hand, shall be considered Affiliates of each other and (iii) except with respect to Article XI, none of the Sponsor Stockholders shall be considered Affiliates of (x) any portfolio company in which any of the Sponsor Stockholders or any of their investment fund Affiliates have made a debt or equity investment (and vice versa) or (y) any limited partners, non-managing members or other similar direct or indirect investors in any of the Sponsor Stockholders or their affiliated investment funds.

"**Aggregate Group II Director Votes**" means, as of the date of measurement:

i) seven (7) votes for all matters subject to the vote of the Board of Directors (whether by a meeting or by written consent) for so long as the MD Stockholders beneficially own an aggregate of more than 35% of the issued and outstanding DHI Common Stock; or, so long as the foregoing subclause (1) is not applicable,

ii) three (3) votes for all matters subject to the vote of the Board of Directors (whether by a meeting or by written consent) for so long as the MD Stockholders beneficially own an aggregate number of shares of DHI Common Stock equal to more than 66 2/3% of the Reference Number;

iii) two (2) votes for all matters subject to the vote of the Board of Directors (whether by a meeting or by written consent) for so long as the MD Stockholders beneficially own an aggregate number of shares of DHI Common Stock equal to more than 33 1/3% but less than or equal to 66 2/3% of the Reference Number;

iv) one (1) vote for all matters subject to the vote of the Board of Directors (whether by a meeting or by written consent) for so long as the MD Stockholders beneficially own an aggregate number of shares of DHI Common Stock equal to 10% or more but less than or equal to 33 1/3% of the Reference Number; and

v) zero (0) votes for all matters subject to the vote of the Board of Directors (whether by a meeting or by written consent) for so long as the MD Stockholders beneficially own an aggregate number of shares of DHI Common Stock less than 10% of the Reference Number;

provided, that subject to the immediately succeeding sentence, at any time that the MD Stockholders beneficially own a number of shares of DHI Common Stock equal to or greater than 1.5 times the number of shares of DHI Common Stock beneficially owned by the SLP Stockholders, the Aggregate Group II Director Votes will equal seven (7) votes. Notwithstanding anything in this definition of "Aggregate Group II Director Votes" to the contrary, on and after a Disabling Event and if at the commencement of such Disabling Event the SLP Stockholders beneficially own an aggregate number of shares of DHI Common Stock equal to at least 50% of the

Reference Number, then the aggregate number of votes that the Group II Directors will be entitled to will be the lesser of (A) the number of votes that the Group II Directors would be entitled to without regard to this sentence and (B) that number of votes that then constitutes the Aggregate Group III Director Votes; provided, that if the Disabling Event is a Disability of MD, then this sentence shall cease to apply, and the number of votes of the Group II Directors and the Group III Directors shall be calculated without regard to this sentence, upon the cessation of such Disabling Event; provided, further, that following and during the continuance of a Disabling Event, if the MD Stockholders beneficially own at least a majority of the outstanding DHI Common Stock and an MD Stockholder enters into a Qualified Sale Transaction which requires approval of the Board of Directors, the number of votes of the Group II Directors and the Group III Directors with respect to the vote by the Board of Directors on any such Qualified Sale Transaction, definitive agreements and filings related thereto and/or the consummation thereof shall be determined without giving effect to such Disabling Event.

"**Aggregate Group III Director Votes**" means, as of the date of measurement:

i) three (3) votes for all matters subject to the vote of the Board of Directors (whether by a meeting or by written consent) for so long as the SLP Stockholders beneficially own a number of shares of DHI Common Stock (other than Class D Common Stock) equal to more than 66 2/3% of the Reference Number;

ii) two (2) votes for all matters subject to the vote of the Board of Directors (whether by a meeting or by written consent) for so long as the SLP Stockholders beneficially own a number of shares of DHI Common Stock (other than Class D Common Stock) representing more than 33 1/3% but less than or equal to 66 2/3% of the Reference Number;

iii) one (1) vote for all matters subject to the vote of the Board of Directors (whether by a meeting or by written consent) for so long as the SLP Stockholders beneficially own a number of shares of DHI Common Stock (other than Class D Common Stock) representing 10% or more but less than or equal to 33 1/3% of the Reference Number; and

iv) zero (0) votes for all matters subject to the vote of the Board of Directors (whether by a meeting or by written consent) for so long as the SLP Stockholders beneficially own a number of shares of DHI Common Stock (other than Class D Common Stock) representing less than 10% of the Reference Number.

"**Anticipated Closing Date**" means the anticipated closing date of any proposed Qualified Sale Transaction, as determined in good faith by the Board of Directors on the Applicable Date.

"**Applicable Conversion Percentage**" means (i) from the first date the Class C Common Stock is Publicly Traded until the first anniversary thereof, 120%, (ii) from and after the first anniversary of such date until the second anniversary of such date, 115%, and (iii) from and after the second anniversary of such date, 110%.

"**Applicable Date**" means, with respect to any proposed Qualified Sale Transaction, (i) the date that the applicable notice is delivered to the SLP Stockholders by the Corporation that the MD Stockholder has entered into a Qualified Sale Transaction; provided, that a definitive agreement providing for such Qualified Sale Transaction on the terms specified in such notice has been entered into with the applicable purchaser prior to delivering such notice and (ii) in all instances other than those specified in clause (i), the date that a definitive agreement is entered into with the applicable purchaser providing for such Qualified Sale Transaction.

"**Approved Exchange**" means the New York Stock Exchange and/or the Nasdaq Stock Market.

"**Average Market Value**" of a share of any class of common stock or other Publicly Traded capital stock means the average of the daily Market Values of one share of such class of common stock or such other capital stock over the applicable period prescribed in this Certificate of Incorporation.

"**Award**" means an award pursuant to a Stock Plan of restricted stock units (including performance-based restricted stock units) that correspond to DHI Common Stock and/or options to subscribe for, purchase or otherwise acquire shares of DHI Common Stock.

"**beneficially owns**" and similar terms have the meaning set forth in Rule 13d-3 under the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated pursuant thereto; provided, however, that no stockholder shall be deemed to beneficially own any Securities held by any other stockholder solely by virtue of the provisions of any stockholder agreement or similar contractual arrangement; provided, further, that (i) for the purposes of calculating the beneficial ownership of the MD Stockholders, all of the MD Stockholders' DHI Common Stock, the MSD Partners Stockholders' DHI Common Stock, all of their respective Affiliates' DHI Common Stock and all of their respective Permitted Transferees' DHI Common Stock (including in each case DHI Common Stock issuable upon exercise, delivery or vesting of Awards) shall be included as being owned by the MD Stockholders and as being outstanding (except for DHI Common Stock that was transferred by the MD Stockholders, their Affiliates or Permitted Transferees after MD's death to an individual or Person other than an (i) individual or entity described in clauses (1)(A), (1)(B), (1)(C) or (1)(D) of the definition of "Permitted Transferee" or (ii) an MD Fiduciary), and (ii) for the purposes of calculating the beneficial ownership of any other stockholder, all of such stockholder's DHI Common Stock, all of its Affiliates' DHI Common Stock and all of its Permitted Transferees' DHI Common Stock (including in each case DHI Common Stock issuable upon exercise, delivery or vesting of Awards) shall be included as being owned by such stockholder and as being outstanding.

"**Bylaws**" means the bylaws of the Corporation, as amended or restated from time to time in accordance with this Certificate of Incorporation.

"**Capital Stock Committee**" means the standing committee of the Board of Directors as provided for in the Bylaws.

"**Certificate of Incorporation**" means this Fourth Amended and Restated Certificate of Incorporation, as it may be amended from time to time.

"**Class V Group**" means, as of any date:

(i) the direct and indirect economic rights of the Corporation in all of the shares of common stock of VMware owned by the Corporation as of the Effective Date;

(ii) all assets, liabilities and businesses acquired or assumed by the Corporation or any of its Subsidiaries for the account of the Class V Group, or contributed, allocated or transferred to the Class V Group (including the net proceeds of any issuances, sales or incurrences for the account of the Class V Group of shares of Class V Common Stock or indebtedness attributed to the Class V Group), in each case, after the Effective Date and as shall be determined by the Board of Directors; and

(iii) all net income and net losses arising in respect of the foregoing, including dividends received by the Corporation with respect to common stock of VMware, and the proceeds of any Disposition of any of the foregoing;

provided that the Class V Group will not include (A) any assets, liabilities or businesses disposed of after the Effective Date for which Fair Value of the proceeds has been allocated to the Class V Group, (B) any assets, liabilities or businesses disposed of by dividend to holders of Class V Common Stock or in redemption of shares of Class V Common Stock, from and after the date of such Disposition, (C) any assets, liabilities or businesses transferred or allocated after the Effective Date from the Class V Group to the DHI Group, from and after the date of such transfer or allocation or (D) any Retained Interest Dividend Amount or Retained Interest Redemption Amount, from and after the date of such transfer or allocation.

"**Class V Group Allocable Net Proceeds**" means, with respect to any Class V Group Disposition, the amount (rounded, if necessary, to the nearest whole number) obtained by multiplying (x) the Class V Group Net Proceeds of such Class V Group Disposition, by (y) the Outstanding Interest Fraction as of such date.

"**Class V Group Available Dividend Amount**" as of any date, shall mean the amount of dividends, as determined by the Board of Directors, that could be paid by a Corporation governed under Delaware law having the assets and liabilities of the Class V Group, an amount of outstanding common stock (and having an aggregate par value) equal to the amount (and aggregate par value) of the outstanding Class V Common Stock and an amount of earnings or loss or other relevant corporate attributes as reasonably determined by the Board of Directors in light of all factors deemed relevant by the Board of Directors.

"**Class V Group Conversion Date**" means any date and time fixed by the Board of Directors for a conversion of shares of Class V Common Stock pursuant to Section 5.2.

"**Class V Group Conversion Selection Date**" means any date and time fixed by the Board of Directors as the date and time upon which shares to be converted of Class V Common Stock will be selected for conversion pursuant to Section 5.2 (which, for the avoidance of doubt, may be the same date and time as the Class V Group Conversion Date).

"**Class V Group Disposition**" means the Disposition, in one transaction or a series of related transactions, by the Corporation and its Subsidiaries of assets of the Class V Group constituting all or substantially all of the assets of the Class V Group to one or more Persons.

"**Class V Group Net Proceeds**" means, as of any date, with respect to any Class V Group Disposition, an amount, if any, equal to the Fair Value of what remains of the gross proceeds of such Disposition to the Corporation after any payment of, or reasonable provision for, without duplication, (i) any taxes, including withholding taxes, payable by the Corporation or any of its Subsidiaries (currently, or otherwise as a result of the utilization of the Corporation's tax attributes) in respect of such Disposition or in respect of any resulting dividend or redemption pursuant to Section 5.2(m)(3)(A), (B) or (D), (ii) any transaction costs, including, without limitation, any legal, investment banking and accounting fees and expenses, (iii) any liabilities (contingent or otherwise), including, without limitation, any liabilities for deferred taxes or any indemnity or guarantee obligations of the Corporation or any of its Subsidiaries incurred in connection with or resulting from such Disposition or otherwise, and any liabilities for future purchase price adjustments and (iv) any preferential amounts plus any accumulated and unpaid dividends in respect of the preferred stock attributed to such Group. For purposes of this definition, any assets of the Class V Group remaining after such Disposition will constitute "reasonable provision" for such amount of taxes, costs, liabilities and other obligations as can be supported by such assets.

"**Class V Group Redemption Date**" means any date and time fixed by the Board of Directors for a redemption of shares of Class V Common Stock pursuant to Section 5.2.

"**Class V Group Redemption Selection Date**" means the date and time fixed by the Board of Directors on which shares of Class V Common Stock are to be selected for redemption pursuant to Section 5.2 (which, for the avoidance of doubt, may be the same date and time as the Class V Group Redemption Date).

"**Class V Group VMware Redemption Selection Date**" means the date and time fixed by the Board of Directors on which shares of Class V Common Stock are to be selected for exchange pursuant to Section 5.2(m)(1) (which, for the avoidance of doubt, may be the same date and time as the Class V Group VMware Redemption Date).

"**Control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise.

"**Convertible Securities**" means any securities of a Person that are convertible into, or exercisable or exchangeable for, securities of such Person or any other Person, whether upon conversion, exercise or exchange at such time or a later time or only upon the occurrence of certain events, but in respect of anti-dilution provisions of such securities only upon the effectiveness thereof.

"**Covered Person**" means (i) any director or officer of the Corporation or any of its Subsidiaries (including for this purpose VMware and its subsidiaries) who is also a director, officer, employee, managing director or other Affiliate of MSDC or SLP, (ii) MSDC and the MSD Partners Stockholders, and (iii) SLP and the SLP Stockholders; provided, that MD shall not be a "Covered Person" for so long as he is an executive officer of the Corporation or any of the Specified Subsidiaries.

"**Dell**" means Dell Inc., a Delaware corporation and wholly-owned subsidiary of Intermediate.

"**Dell International**" means Dell International L.L.C., a Delaware limited liability company.

"**Denali Finance**" means Denali Finance Corp., a Delaware corporation.

"**Designation Rights Trigger Event**" means the earliest to occur of the following: (i) an IPO, (ii) with respect to the Class A Common Stock, the Aggregate Group II Director Votes equaling zero (0) and (iii) with respect to the Class B Common Stock, the Aggregate Group III Director Votes equaling zero (0).

"**DHI Group**" means, as of any date:

(i) the direct and indirect interest of the Corporation and any of its Subsidiaries (including EMC) as of the Effective Date in all of the businesses, assets (including the VMware Notes), properties, liabilities and preferred stock of the Corporation and any of its Subsidiaries, other than any businesses, assets, properties, liabilities and preferred stock attributable to the Class V Group as of the Effective Date;

(ii) all assets, liabilities and businesses acquired or assumed by the Corporation or any of its Subsidiaries for the account of the DHI Group, or contributed, allocated or transferred to the DHI Group (including the net proceeds of any issuances, sales or incurrences for the account of the DHI Group of shares of DHI Common Stock, Convertible Securities convertible into or exercisable or exchangeable for shares of DHI Common Stock, or indebtedness or Preferred Stock attributed to the DHI Group and including any allocations or transfers of any Retained Interest Dividend Amount or Retained Interest Redemption Amount or otherwise in respect of any Inter-Group Interest in the Class V Group), in each case, after the Effective Date and as determined by the Board of Directors;

(iii) all net income and net losses arising in respect of the foregoing and the proceeds of any Disposition of any of the foregoing; and

(iv) an Inter-Group Interest in the Class V Group equal to one (1) minus the Outstanding Interest Fraction as of such date;

provided that the DHI Group will not include (A) any assets, liabilities or businesses disposed of after the Effective Date for which Fair Value of the proceeds has been allocated to the DHI Group, (B) any assets, liabilities or businesses disposed of by dividend to holders of DHI Common Stock or in redemption of shares of DHI Common Stock, from and after the date of such Disposition or (C) any assets, liabilities or businesses transferred or allocated after the Effective Date from the DHI Group to the Class V Group (other than through the DHI Group's Inter-Group Interest in the Class V Group, if any, pursuant to clause (iv) above), from and after the date of such transfer or allocation.

"**DHI Group Available Dividend Amount**" as of any date, shall mean the amount of dividends, as determined by the Board of Directors, that could be paid by a corporation governed under Delaware law having the assets and liabilities of the DHI Group, an amount of outstanding common stock (and having an aggregate par value)

equal to the amount (and aggregate par value) of the outstanding DHI Common Stock and an amount of earnings or loss or other relevant corporate attributes as reasonably determined by the Board of Directors in light of all factors deemed relevant by the Board of Directors.

"**Disability**" means any physical or mental disability or infirmity that prevents the performance of MD's duties as a director or Chief Executive Officer of the Corporation or any Domestic Specified Subsidiary for a period of one hundred eighty (180) consecutive days.

"**Disabling Event**" means either the death, or the continuation of any Disability, of MD.

"**Disposition**" means the sale, transfer, exchange, assignment or other disposition (whether by merger, consolidation, sale or contribution of assets or stock or otherwise) of assets. The term "Disposition" does not include a pledge of assets not foreclosed, the consolidation or merger of the Corporation with or into any other Person or Persons or any other business combination involving the Corporation as a whole or any internal restructuring or reorganization.

"**Domestic Specified Subsidiary**" means each of (i) Intermediate, (ii) Denali Finance, (iii) Dell, (iv) EMC, (v) Dell International (until such time as the MD Stockholders and the SLP Stockholders otherwise agree), and (vi) any successors and assigns of any of Intermediate, Denali Finance, Dell, EMC and Dell International (until such time as the MD Stockholders and the SLP Stockholders otherwise agree) that are Subsidiaries of the Corporation and are organized or incorporated under the laws of the United States, any State thereof or the District of Columbia.

"**Effective Date**" means the date on which this Certificate of Incorporation is filed with the Secretary of State of Delaware.

"**EMC**" means EMC Corporation, a Massachusetts corporation and wholly-owned subsidiary of the Corporation.

"**Excluded Transaction**" means, with respect to the Class V Group:

(i) the Disposition by the Corporation of all or substantially all of its assets in one transaction or a series of related transactions in connection with the liquidation, dissolution or winding up of the Corporation and the distribution of assets to stockholders as referred to in Section 5.2(f);

(ii) the Disposition of the businesses, assets, properties, liabilities and preferred stock of such Group as contemplated by Section 5.2(m)(1) or (2) or otherwise to all holders of shares of the series of common stock related to such Group, divided among such holders on a pro rata basis in accordance with the number of shares of common stock of such class or series outstanding;

(iii) the Disposition to any wholly owned Subsidiary of the Corporation; or

(iv) a Disposition conditioned upon the approval of the holders of Class V Common Stock (other than shares held by the Corporation's Affiliates), voting as a separate voting group.

"**Fair Market Value**" means, as of a given date, (i) with respect to cash, the value of such cash on such date, (ii) with respect to Marketable Securities and any other securities that are immediately and freely tradeable on stock exchanges and over-the-counter markets, the average of the closing price of such securities on its principal exchange or over-the-counter market for the ten (10) trading days immediately preceding such date and (iii) with respect to any other securities or other assets, the fair value per security of the applicable securities or assets as of such date on the basis of the sale of such securities or assets in an arm's-length private sale between a willing buyer and a willing seller, neither acting under compulsion, determined in good faith by MD (or, during the existence of a Disabling Event, the MD Stockholders) and the SLP Stockholders.

"**Fair Value**" means, as of any date:

(i) in the case of any equity security or debt security that is Publicly Traded, the Market Value thereof, as of such date;

(ii) in the case of any equity security or debt security that is not Publicly Traded, the fair value per share of stock or per other unit of such security, on a fully distributed basis (excluding any illiquidity discount), as determined by an independent investment banking firm experienced in the valuation of securities selected in good faith by the Board of Directors, or, if no such investment banking firm is selected, as determined in the good faith judgment of the Board of Directors;

(iii) in the case of cash denominated in U.S. dollars, the face amount thereof and in the case of cash denominated in other than U.S. dollars, the face amount thereof converted into U.S. dollars at the rate published in The Wall Street Journal on such date or, if not so published, at such rate as shall be determined in good faith by the Board of Directors based upon such information as the Board of Directors shall in good faith determine to be appropriate; and

(iv) in the case of assets or property other than securities or cash, the "Fair Value" thereof shall be determined in good faith by the Board of Directors based upon such information (including, if deemed desirable by the Board of Directors, appraisals, valuation reports or opinions of experts) as the Board of Directors shall in good faith determine to be appropriate.

"**Group**" means the DHI Group or the Class V Group.

"**Immediate Family Members**" means, with respect to any natural person (including MD), (i) such natural person's spouse, children (whether natural or adopted as minors), grandchildren or more remote descendants, siblings, spouse's siblings and (ii) the lineal descendants of each of the persons described in the immediately preceding clause (i).

"**Initial SLP Stockholders**" means the SLP Stockholders who purchased Common Stock on October 29, 2013, together with any of their Permitted Transferees to whom they transferred or transfer Series B Stock and/or DHI Common Stock.

"**Initial SLP Stockholders' Investment**" means the Initial SLP Stockholders' initial investment in the Corporation and its Subsidiaries on October 29, 2013.

"**Inter-Group Interest in the Class V Group**" means, as of any date, the proportionate undivided interest, if any, that the DHI Group may be deemed to hold as of such date in the assets, liabilities, properties and businesses of the Class V Group in accordance with this Certificate of Incorporation. An Inter-Group Interest in the Class V Group held by the DHI Group is expressed in terms of the Number of Retained Interest Shares.

"**Intermediate**" means Denali Intermediate Inc., a Delaware corporation and a wholly-owned subsidiary of the Corporation.

"**IPO**" means the consummation of an initial underwritten public offering that is registered under the Securities Act of DHI Common Stock.

"**IRR**" means, as of any date of determination, the discount rate at which the net present value of all of the Initial SLP Stockholders' investments in the Corporation and its Subsidiaries on and after October 29, 2013 (including, without limitation, the Initial SLP Stockholders' Investment and in connection with the Merger) to the date of determination and the Return to the Initial SLP Stockholders through such time equals zero, calculated for each such date that an investment was made in the Corporation or its Subsidiaries from the actual date such investment was made and for any Return, from the date such Return was received by the Initial SLP Stockholders.

"**Market Value**" of a share of any Publicly Traded stock on any Trading Day means the volume weighted average price of reported sales prices regular way of a share of such stock on such Trading Day, or in case no such reported sale takes place on such Trading Day the average of the reported closing bid and asked prices regular way of a share of such stock on such Trading Day, in either case on the New York Stock Exchange, or if the shares of such stock are not listed on the New York Stock Exchange on such Trading Day, on any tier of the Nasdaq Stock Market, provided that, for purposes of determining the Average Market Value for any period, (i) the "Market Value" of a share of stock on any day during such period prior to the "ex" date or any similar date for any dividend paid or to be paid with respect to such stock shall be reduced by the fair market value of the per share amount of such dividend as determined by the Board of Directors and (ii) the "Market Value" of a share of stock on any day during such period prior to (A) the effective date of any subdivision (by stock split or otherwise) or combination (by reverse stock split or otherwise) of outstanding shares of such stock or (B) the "ex" date or any similar date for any dividend with respect to any such stock in shares of such stock shall be appropriately adjusted to reflect such subdivision, combination, dividend or distribution.

"**Marketable Securities**" means securities that (i) are traded on an Approved Exchange or any successor thereto, (ii) are, at the time of consummation of the applicable transfer, registered, pursuant to an effective registration statement and will remain registered until such time as such securities can be sold by the holder thereof pursuant to Rule 144 (or any successor provision) under the Securities Act, as such provision is amended from time to time, without any volume or manner of sale restrictions, (iii) are not subject to restrictions on transfer as a result of any applicable contractual provisions or by law (including the Securities Act) and (iv) the aggregate amount of which securities received by the Sponsor Stockholders (other than the MD Stockholders), collectively, with those received by its Affiliates, in any Qualified Sale Transaction do not constitute 10% or more of the issued and outstanding securities of such class on a pro forma basis after giving effect to such transaction. For the purpose of this definition, Marketable Securities are deemed to have been received on the trading day immediately prior to the Applicable Date.

"**MD**" means Michael S. Dell.

"**MD Charitable Entity**" means the Michael & Susan Dell Foundation and any other private foundation or supporting organization (as defined in Section 509(a) of the U.S. Internal Revenue Code of 1986, as amended from time to time) established and principally funded directly or indirectly by MD and/or his spouse.

"**MD Fiduciary**" means any trustee of an *inter vivos* or testamentary trust appointed by MD.

"**MD Related Parties**" means any or all of MD, the MD Stockholders, the MSD Partners Stockholders, any Permitted Transferee of the MD Stockholders or the MSD Partners Stockholders, any Affiliate or family member of any of the foregoing and/or any business, entity or person which any of the foregoing controls, is controlled by or is under common control with; provided, that neither the Corporation nor any of its Subsidiaries (including for this purpose VMware and its subsidiaries) shall be considered an "MD Related Party" regardless of the number of shares of Common Stock beneficially owned by the MD Stockholders.

"**MD Stockholders**" means, collectively, MD and the SLD Trust, together with their respective Permitted Transferees that acquire Common Stock.

"**Merger**" means the merger of Merger Sub, a Delaware corporation and a direct wholly-owned subsidiary of the Corporation, with and into EMC, with EMC surviving as a wholly-owned subsidiary of the Corporation.

"**Merger Agreement**" means the Agreement and Plan of Merger, dated as of October 12, 2015, among the Corporation, Merger Sub and EMC, as amended through the date of this Certificate of Incorporation.

"**Merger Sub**" means Universal Acquisition Co., a Delaware corporation and a direct wholly-owned subsidiary of the Corporation.

"**Minimum Return Requirement**" means, with respect to the Initial SLP Stockholders, a Return with respect to their aggregate equity investment on and after October 29, 2013 in the Corporation and its Subsidiaries through the Anticipated Closing Date (including, without limitation, the Initial SLP Stockholders' Investment and in connection with the Merger) equal to or greater than both (i) two (2.0) multiplied by the SLP Invested Amount and (ii) the amount necessary to provide the Initial SLP Stockholders with an IRR of 20.0% on the SLP Invested Amount. Whether a proposed Qualified Sale Transaction satisfies the Minimum Return Requirement will be determined as of the Applicable Date, and, for purposes of determining whether the Minimum Return Requirement has been satisfied, the Fair Market Value of any Marketable Securities (A) received prior to the Applicable Date shall be determined as of the trading date immediately preceding the date on which they are received by the Initial SLP Stockholders and (B) to be received in the proposed Qualified Sale Transaction shall be determined as of the Applicable Date. For purposes of determining the Minimum Return Requirement, for the avoidance of doubt, other payments received by the Initial SLP Stockholders, or in respect of which the Initial SLP Stockholders have been reimbursed, or indemnified shall be disregarded and shall not be considered payments received in respect of the Initial SLP Stockholders' investment in the Corporation and its Subsidiaries.

"**MSDC**" means MSD Partners, L.P. and its Affiliates (other than MD for so long as MD serves as the Chief Executive Officer of the Corporation).

"**MSD Partners Stockholders**" means, collectively, (a) MSDC Denali Investors, L.P., a Delaware limited partnership and MSDC Denali EIV, LLC, a Delaware limited liability company, together with (b)(i) their respective Permitted Transferees that acquire Common Stock and (ii)(x) any Person or group of Affiliated Persons to whom the MSD Partners Stockholders and their respective Permitted Transferees have transferred, at substantially the same time, an aggregate number of shares of DHI Common Stock greater than 50% of the outstanding shares of DHI Common Stock owned by the MSD Partners Stockholders immediately following the closing of the Merger (as adjusted for any stock split, stock dividend, reverse stock split or similar event occurring after the closing of the Merger) and (y) any Permitted Transferees of such Persons specified in clause (x).

"**Number of Retained Interest Shares**" means the proportionate undivided interest, if any, that the DHI Group may be deemed to hold in the assets, liabilities and businesses of the Class V Group in accordance with this Certificate of Incorporation, which shall be represented by a number of unissued shares of Class V Common Stock, which will initially be equal to the number of shares of common stock of VMware owned by the Corporation and its Subsidiaries on the Effective Date minus the number of shares of Class V Common Stock to be issued on the Effective Date, and will from time to time thereafter be (without duplication):

(i) adjusted, if before such adjustment such number is greater than zero, as determined by the Board of Directors to be appropriate to reflect subdivisions (by stock split or otherwise) and combinations (by reverse stock split or otherwise) of the Class V Common Stock and dividends of shares of Class V Common Stock to holders of Class V Common Stock and other reclassifications of Class V Common Stock;

(ii) decreased (but not below zero), if before such adjustment such number is greater than zero, by action of the Board of Directors (without duplication): (A) by a number equal to the aggregate number of shares of Class V Common Stock issued or sold by the Corporation, the proceeds of which are attributed to the DHI Group, or issued as a dividend on DHI Common Stock pursuant to Section 5.2(e)(2)(B); (B) in the event of a Retained Interest Partial Redemption, by a number equal to the amount (rounded, if necessary, to the nearest whole number) obtained by multiplying the Retained Interest Redemption Amount by the amount (rounded, if necessary, to the nearest whole number) obtained by dividing the aggregate number of shares of Class V Common Stock redeemed pursuant to Section 5.2(m)(3)(B) or (D), as applicable, by the applicable Class V Group Redemption Amount or the applicable portion of the Class V Group Allocable Net Proceeds applied to such redemption; (C) by the number of shares of Class V Common Stock issued upon the conversion, exchange or exercise of any Convertible Securities that, immediately prior to the issuance or sale of such Convertible Securities, were included in the Number of Retained Interest Shares and (D) by a number equal to the amount

(rounded, if necessary, to the nearest whole number) obtained by dividing (x) the aggregate Fair Value, as of a date within 90 days of the determination to be made pursuant to this clause (D), of assets attributed to the Class V Group that are transferred or allocated from the Class V Group to the DHI Group in consideration of a reduction in the Number of Retained Interest Shares, by (y) the Fair Value of a share of Class V Common Stock as of the date of such transfer or allocation;

(iii) increased, by action of the Board of Directors, (A) by a number equal to the aggregate number of shares of Class V Common Stock that are retired, redeemed or otherwise cease to be outstanding (x) following their purchase or redemption with funds or other assets attributed to the DHI Group, (y) following their retirement or redemption for no consideration if immediately prior thereto, they were owned by an asset or business attributed to the DHI Group, or (z) following their conversion into shares of Class C Common Stock pursuant to Section 5.2(m)(3)(C) or (D); (B) in accordance with the applicable provisions of Section 5.2(e)(1)(B)(II); (C) the number of shares of Class V Common Stock into or for which Convertible Securities attributed as a liability to, or equity interest in, the Class V Group are deemed converted, exchanged or exercised by the DHI Group pursuant to Section 5.2(o) and (D) by a number equal to, as applicable, the amount (rounded, if necessary, to the nearest whole number) obtained by dividing (I) the Fair Value, as of a date within 90 days of the determination to be made pursuant to this clause (D), of assets theretofore attributed to the DHI Group that are contributed to the Class V Group in consideration of an increase in the Number of Retained Interest Shares, by (II) the Fair Value of a share of Class V common Stock as of the date of such contribution; and

(iv) increased or decreased under such other circumstances as the Board of Directors determines to be appropriate or required by the other terms of Section 5.2 to reflect the economic substance of any other event or circumstance; provided that in each case, the adjustment will be made in a manner intended to reflect the relative economic interest of the DHI Group in the Class V Group.

Whenever a change in the Number of Retained Interest Shares occurs, the Corporation will promptly thereafter prepare and file a statement of such change and the amount to be allocated to the DHI Group with the Secretary of the Corporation. Neither the failure to prepare nor the failure to file any such statement will affect the validity of such change.

"**outstanding**", when used with respect to the shares of any class of common stock, will include, without limitation, the shares of such class, if any, held by any subsidiary of the applicable corporation, except as otherwise provided by applicable law with respect to the exercise of voting rights. No shares of any class of common stock (or Convertible Securities that are convertible into or exercisable or exchangeable for common stock) held by a corporation in its treasury will be deemed outstanding, nor will any shares be deemed outstanding, with respect to the Corporation, which are attributable to the Number of Retained Interest Shares.

"**Outstanding Interest Fraction**" as of any date, means a fraction, the numerator of which is the aggregate number of shares of Class V Common Stock outstanding on such date and the denominator of which is the amount obtained by adding (i) such aggregate number of shares of Class V Common Stock outstanding on such date, plus (ii) the Number of Retained Interest Shares as of such date, provided that such fraction will in no event be greater than one.

"**Permitted Transferee**" means:

1. In the case of the MD Stockholders:
    a. MD, SLD Trust or any Immediate Family Member of MD;
    b. any MD Charitable Entity;
    c. one or more trusts whose current beneficiaries are and will remain for so long as such trust holds Securities, any of (or any combination of) MD, one or more Immediate Family Members of MD or MD Charitable Entities;

d. any corporation, limited liability company, partnership or other entity wholly-owned by any one or more Persons or entities described in clauses (1)(a), (1)(b) or (1)(c) of this definition of "Permitted Transferee"; or

e. from and after MD's death, any recipient under MD's will, any revocable trust established by MD that becomes irrevocable upon MD's death, or by the laws of descent and distribution;

provided, that:

w. in the case of any Transfer of Securities to a Permitted Transferee of MD during MD's life, MD would have, after such Transfer, voting control in any capacity over a majority of the aggregate number of Securities owned by the MD Stockholders and owned by the Persons or entities described in clauses (1)(a), (1)(b), (1)(c) or (1)(d) of this definition of "Permitted Transferee" as a result of Transfers hereunder;

x. any such transferee enters into a joinder agreement as may be required under one or more binding contracts, commitments or agreements or in such other form and substance reasonably satisfactory to the SLP Stockholders;

y. in the case of any Transfer of Securities to a Permitted Transferee of MD that is a Person described in clauses (1)(a), (1)(b), (1)(c) or (1)(d) of this definition of "Permitted Transferee" during MD's life, such Transfer is gratuitous; and

z. MD shall have a validly executed power-of-attorney designating an attorney-in-fact or agent, or with respect to any Securities Transferred to a trust revocable by MD, a MD Fiduciary, that is authorized to act on MD's behalf with respect to all rights held by MD relating to Securities in the event that MD has become incapacitated.

For the avoidance of doubt, the foregoing clauses (1)(a) through (1)(e) of this definition of "Permitted Transferee" are applicable only to Transfers of Securities by MD to his Permitted Transferees, do not apply to any other Transfers of Securities, and shall not be applicable after the consummation of an IPO.

2. In the case of the MSD Partners Stockholders, (A) any of its controlled Affiliates (other than portfolio companies) or (B) an affiliated private equity fund of the MSD Partners Stockholders that remains such an Affiliate or affiliated private equity fund of such MSD Partners Stockholder; provided, that for the avoidance of doubt, except as otherwise agreed in writing between the Sponsor Stockholders, the MD Stockholders and Permitted Transferees of the MD Stockholders shall not be Permitted Transferees of any MSD Partners Stockholder.

3. In the case of any other stockholder (other than the MD Stockholders or the MSD Partners Stockholders) that is a partnership, limited liability company or other entity, (A) any of its controlled Affiliates (other than portfolio companies) or (B) an affiliated private equity fund of such stockholder that remains such an Affiliate or affiliated private equity fund of such stockholder.

For the avoidance of doubt, (x) each MD Stockholder will be a Permitted Transferee of each other MD Stockholder, (y) each MSD Partners Stockholder will be a Permitted Transferee of each other MSD Partners Stockholder and (z) each SLP Stockholder will be a Permitted Transferee of each other SLP Stockholder.

"**Person**" means an individual, any general partnership, limited partnership, limited liability company, corporation, trust, business trust, joint stock company, joint venture, unincorporated association, cooperative or association or any other legal entity or organization of whatever nature, and shall include any successor (by merger or otherwise) of such entity, or a government or any agency or political subdivision thereof.

"**Publicly Traded**" means, with respect to shares of capital stock or other securities, that such shares or other securities are traded on a U.S. securities exchange.

"**Qualified Sale Transaction**" means any Sale Transaction (i) pursuant to which more than 50% of the DHI Common Stock and other debt securities exercisable or exchangeable for, or convertible into DHI Common Stock, or any option, warrant or other right to acquire any DHI Common Stock or such debt securities of the Corporation will be acquired by a Person that is not an MD Related Party, nor the Corporation or any Subsidiary of the Corporation, (ii) in respect of which each Sponsor Stockholder other than the MD Stockholders has the right to participate in such Sale Transaction on the same terms as the MD Stockholders, (iii) unless otherwise agreed by prior written consent of the SLP Stockholders, in which the SLP Stockholders will receive consideration for their DHI Common Stock and any other securities acquired pursuant to the exercise of any participation rights to which such SLP Stockholders are contractually entitled, if any, that consists entirely of cash and/or Marketable Securities and (iv) unless otherwise agreed by prior written consent of the SLP Stockholders, in which the net proceeds of cash and Marketable Securities to be received by the Initial SLP Stockholders will, as of the Applicable Date, result in the Minimum Return Requirement being satisfied.

"**Reference Number**" means ninety-eight million, one-hundred eighty-one thousand, eight-hundred eighteen (98,181,818) shares of DHI Common Stock (as adjusted for any stock split, stock dividend, reverse stock split or similar event occurring after the Merger).

"**Retained Interest Dividend**" and "**Retained Interest Dividend Amount**" have the respective meanings ascribed to them in Section 5.2(e)(1)(B)(I).

"**Retained Interest Redemption Amount**" and "**Retained Interest Partial Redemption**" have the respective meanings ascribed to them in Section 5.2(m)(3).

"**Return**" means, as of any date of determination, the sum of (i) all cash, (ii) the Fair Market Value of all Marketable Securities (determined as of the trading date immediately preceding the date on which they are received by the Initial SLP Stockholders if not received in a Qualified Sale Transaction, or if received in a Qualified Sale Transaction, the Applicable Date) and (iii) the Fair Market Value of all other securities or assets (determined as of the trading date immediately preceding the date on which they are received by the Initial SLP Stockholders), in each such case, paid to or received by the Initial SLP Stockholders prior to such date pursuant to (A) any dividends or distributions of cash and/or Marketable Securities by the Corporation or its Subsidiaries to the Initial SLP Stockholders in respect of their DHI Common Stock and/or equity securities of the Corporation's Subsidiaries, (B) a transfer of equity securities of the Corporation and/or its Subsidiaries by the Initial SLP Stockholders to any Person and/or (C) a Qualified Sale Transaction; provided, that in the case of a Qualified Sale Transaction, if the Initial SLP Stockholders retain any portion of their DHI Common Stock and/or equity securities of the Corporation's Subsidiaries following such Qualified Sale Transaction, the Fair Market Value of such portion immediately following such Qualified Sale Transaction (x) shall be deemed consideration paid to or received by the Initial SLP Stockholders for purposes of calculating the "Return", and (y) shall be based on the per security price of such DHI Common Stock and/or equity securities of the Corporation's Subsidiaries to be transferred or sold in such Qualified Sale Transaction, assuming (1) full payment of all fees and expenses payable by or on behalf of the Corporation or its Subsidiaries to any Person in connection therewith, including to any financial advisors, consultants, accountants, legal counsel and/or other advisors or representatives and/or otherwise payable and (2) no earn-out payments, contingent payments (other than, in the case of a Qualified Sale Transaction, payments contingent upon the satisfaction or waiver of customary conditions to closing of such Qualified Sale Transaction), and/or deferred consideration, holdbacks and/or escrowed proceeds will be received by the Initial SLP Stockholders; provided, further, that notwithstanding anything herein to the contrary and for the avoidance of doubt, (i) all payments received by the Initial SLP Stockholders, or reimbursed or indemnified pursuant to this Certificate of Incorporation, the Bylaws, any stockholder agreement or any similar contractual arrangement, in each case, on account of the SLP Stockholders holding Securities shall be disregarded and shall not be considered consideration paid to or received by the Initial SLP Stockholders for purposes of calculating the "Return" and (ii) in no event shall the reclassification of the Original Stock contemplated by Section 5.2(c) be deemed to have resulted in any "Return".

"**Sale Transaction**" means (i) any merger, consolidation, business combination or amalgamation of the Corporation or any Specified Subsidiary with or into any Person, (ii) the sale of DHI Common Stock and/or other voting equity securities of the Corporation that represent (A) a majority of the DHI Common Stock on a fully-diluted basis and/or (B) a majority of the aggregate voting power of the DHI Common Stock and/or (iii) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the Corporation and its Subsidiaries' assets (determined on a consolidated basis based on value) (including by means of merger, consolidation, other business combination, exclusive license, share exchange or other reorganization); provided, that in calculating the aggregate voting power of the DHI Common Stock for the purpose of clause (ii) of this definition of "Sale Transaction", the voting power attaching to any shares of Class A Common Stock and/or Class B Common Stock that will convert into Class C Common Stock in connection with such transaction shall be determined as if such conversion had already taken place; provided, further, that in each case, any transaction solely between and among the Corporation and/or its wholly-owned Subsidiaries shall not be considered a Sale Transaction hereunder.

"**Securities**" means any equity securities of the Corporation, including any Preferred Stock, Common Stock, debt securities exercisable or exchangeable for, or convertible into equity securities of the Corporation, or any option, warrant or other right to acquire any such equity securities or debt securities of the Corporation.

"**Securities Act**" means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated pursuant thereto

"**SLD Trust**" means the Susan Lieberman Dell Separate Property Trust.

"**SLP**" means Silver Lake Management Company III, L.L.C., Silver Lake Management Company IV, L.L.C. and their respective affiliated management companies and investment vehicles.

"**SLP III**" means Silver Lake Partners III, L.P., a Delaware limited partnership.

"**SLP Invested Amount**" means an amount equal to the aggregate investment by the Initial SLP Stockholders (without duplication) on and after October 29, 2013 (including, without limitation, the Initial SLP Stockholders' Investment and in connection with the Merger) in the equity securities of the Corporation and its Subsidiaries. For purposes of determining the SLP Invested Amount all payments made by the SLP Stockholders for which they are subsequently reimbursed or indemnified and for which they do not or did not purchase or acquire equity securities of the Corporation or its Subsidiaries shall be disregarded and shall not be considered payments made or investments in respect of the Initial SLP Stockholders' investment in the Corporation and its Subsidiaries or their respective equity securities.

"**SLP Stockholders**" means, collectively, (a) SLP III, SLTI III, Silver Lake Partners IV, L.P., a Delaware limited partnership, Silver Lake Technology Investors IV, L.P., a Delaware limited partnership, and SLP Denali Co-Invest, L.P., a Delaware limited partnership, together with (b)(i) their respective Permitted Transferees that acquire Common Stock and (ii)(x) any Person or group of Affiliated Persons to whom the SLP Stockholders and their respective Permitted Transferees have transferred, at substantially the same time, an aggregate number of shares of DHI Common Stock greater than 50% of the outstanding shares of DHI Common Stock owned by the SLP Stockholders immediately following the closing of the Merger (as adjusted for any stock split, stock dividend, reverse stock split or similar event occurring after the closing of the Merger) and (y) any Permitted Transferees of such Persons specified in clause (x).

"**SLTI III**" means Silver Lake Technology Investors III, L.P., a Delaware limited partnership.

"**Specified Subsidiaries**" means any of (i) Intermediate, (ii) Dell, (iii) Denali Finance, (iv) Dell International (until such time as the MD Stockholders and the SLP Stockholders otherwise agree), (v) EMC, (vi) any successors and assigns of any of Intermediate, Dell, Denali Finance, Dell International (until such time as the

MD Stockholders and the SLP Stockholders otherwise agree) and EMC, (vii) any other borrowers under the senior secured indebtedness and/or issuer of the debt securities, in each case, incurred or issued to finance the Merger and the transactions contemplated thereby and by the related transactions entered into in connection therewith and (viii) each intermediate entity or Subsidiary between the Corporation and any of the foregoing.

"**Sponsor Stockholders**" means, collectively, the MD Stockholders, the MSD Partners Stockholders and the SLP Stockholders.

"**Stock Plan**" means each of (i) the Dell 2012 Long-Term Incentive Plan, Dell 2002 Long-Term Incentive Plan, Dell 1998 Broad-Based Stock Option Plan, Dell 1994 Incentive Plan, Quest Software, Inc. 2008 Stock Incentive Plan, Quest Software, Inc. 2001 Stock Incentive Plan, Quest Software, Inc. 1999 Stock Incentive Plan, V-Kernel Corporation 2007 Equity Incentive Plan, and Force10 Networks, Inc. 2007 Equity Incentive Plan and (ii) such other equity incentive plans adopted, approved or entered into by the Corporation or its Subsidiaries pursuant to which the Corporation or its Subsidiaries have granted or issued Awards, including the Denali Holding Inc. 2013 Stock Incentive Plan.

"**Subsidiary**" means, with respect to any Person, any entity of which (i) a majority of the total voting power of shares of stock or equivalent ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, trustees or other members of the applicable governing body thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if no such governing body exists at such entity, a majority of the total voting power of shares of stock or equivalent ownership interests of the entity is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing member or general partner of such limited liability company, partnership, association or other business entity. Notwithstanding the foregoing, VMware and its subsidiaries shall not be considered Subsidiaries of the Corporation and its Subsidiaries for so long as VMware is not a direct or indirect wholly-owned subsidiary of the Corporation.

"**Tax Event**" means receipt by the Corporation of an opinion in writing of its tax counsel to the effect that, as a result of (i) (a) any amendment or change to the Internal Revenue Code of 1986, as amended, or any other federal income tax statute, (b) any amendment or change to the Treasury Regulations (including the issuance or promulgation of temporary regulations), (c) any administrative pronouncement or other ruling or guidance (including guidance from the Internal Revenue Service or the U.S. Department of Treasury) published in the Internal Revenue Bulletin that applies, advances or articulates a new or different interpretation or analysis of federal income tax law or (d) any decision in regards to U.S. federal tax law of a U.S. federal court that has not been reversed by a higher federal court that applies, advances or articulates a new or different interpretation or analysis of federal income tax law, or (ii) a proposed amendment, modification, addition or change in or to the provisions of, or in the interpretation of, U.S. federal income tax law or regulations contained in legislation proposed by Congress or administrative notice or pronouncement published in the Internal Revenue Bulletin, it is more likely than not that (A) the Class V Common Stock is not, or at any time in the future will not be, treated solely as common stock of the Corporation and such treatment would subject the Corporation or its Subsidiaries to the imposition of material tax or other material adverse tax consequences or (B) the issuance or existence of any Class V Common Stock would subject the Corporation or its Subsidiaries to the imposition of material tax or other material adverse tax consequences.

For purposes of rendering such opinion, tax counsel shall assume that any legislative or administrative proposals will be adopted or enacted as proposed.

"**Trading Day**" means each day on which the relevant share or security is traded on the New York Stock Exchange or the Nasdaq Stock Market.

"**Transfer**" or "**transfer**" means, with respect to any Security, the direct or indirect offer, sale, exchange, pledge, hypothecation, mortgage, gift, transfer or other disposition or distribution of such Security by the holder thereof or by its representative, and whether voluntary or involuntary or by operation of law including by merger or otherwise (or the entry into any agreement with respect to any of the foregoing); provided, however, that no (i) conversion of Class A Common Stock and/or Class B Common Stock into Class C Common Stock pursuant to Section 5.2, (ii) conversion of Class D Common Stock into Class C Common Stock pursuant to Section 5.2 nor (iii) redemption of any share of Preferred Stock shall, in each case, constitute a Transfer.

"**VMware**" means VMware, Inc., a Delaware corporation.

"**VMware Notes**" means each of (A) the $680,000,000 Promissory Note due May 1, 2018, issued by VMware in favor of EMC, (B) the $550,000,000 Promissory Note, due May 1, 2020, issued by VMware in favor of EMC and (C) the $270,000,000 Promissory Note due December 1, 2022, issued by VMware in favor of EMC.

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Annex C

FORM OF AMENDED AND RESTATED

BYLAWS

OF

DENALI HOLDING INC.

(Effective [ ], 2016)

ARTICLE I

OFFICES

SECTION 1.01 Registered Office. The registered office and registered agent of Denali Holding Inc. (the "Corporation") shall be as set forth in the Amended and Restated Certificate of Incorporation (as defined below). The Corporation may also have offices in such other places in the United States or elsewhere (and may change the Corporation's registered agent) as the board of directors of the Corporation (the "Board of Directors") may, from time to time, determine or as the business of the Corporation may require as determined by any officer of the Corporation.

ARTICLE II

STOCKHOLDERS

SECTION 2.01 Annual Meetings. Annual meetings of stockholders may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors shall determine and state in the notice of meeting. The Board of Directors may, in its sole discretion, determine that meetings of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.11 of these Bylaws in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL"). The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

SECTION 2.02 Special Meetings. Special meetings of the stockholders may be called at any time by the Chairman of the Board of Directors or by directors representing a majority of the voting power of the Board of Directors, and shall be called by the Chief Executive Officer, President or Secretary of the Corporation (the "Secretary") upon the written request of stockholders, stating the purpose or purposes of the meeting, signed by the holders of at least fifty percent (50%) of the voting power of the issued and outstanding stock entitled to vote at such meeting. Special meetings may be held at such place, if any, either within or without the State of Delaware and at such time and date as the Board of Directors shall determine and state in the notice of meeting. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously called by the Board of Directors.

SECTION 2.03 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) as provided in the

Amended and Restated Sponsor Stockholder Agreement dated as of [ ], 2016 between the Corporation and the stockholders party thereto (the "Sponsor Stockholders Agreement") and the Corporation's amended and restated certificate of incorporation as then in effect (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Amended and Restated Certificate of Incorporation"), (b) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 2.04 of Article II of these Bylaws, (c) by or at the direction of the Board of Directors or any authorized committee thereof, or (d) by any stockholder of the Corporation who is entitled to vote at the meeting, who, subject to paragraph (C)(4) of this Section 2.03, complied with the notice procedures set forth in paragraphs (A)(2) and (A)(3) of this Section 2.03 and who is a stockholder of record both at the time such notice is delivered to the Secretary and on the record date for the meeting.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (d) of paragraph (A)(1) of this Section 2.03, the stockholder must have given timely notice thereof in writing to the Secretary, and, in the case of business other than nominations of persons for election to the Board of Directors, such other business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the first anniversary of the preceding year's annual meeting (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Class V Common Stock (as defined in the Amended and Restated Certificate of Incorporation) are first publicly traded, be deemed to have occurred on [ ], 2016); *provided*, *however*, that in the event that the date of the annual meeting is advanced by more than thirty (30) days, or delayed by more than seventy (70) days, from the anniversary date of the previous year's meeting, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so delivered not earlier than one hundred and twenty (120) days prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. Public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice. Notwithstanding anything in this Section 2.03(A)(2) to the contrary, if the number of directors to be elected to the Board of Directors at an annual meeting is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least one hundred (100) calendar days prior to the first anniversary of the prior year's annual meeting of stockholders, then a stockholder's notice required by this Section shall be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the Secretary not later than the close of business on the tenth (10th) calendar day following the day on which such public announcement is first made by the Corporation.

(3) Such stockholder's notice shall set forth (a) in the case where a stockholder proposes to nominate an individual for election or re-election as a member of the Company's Board of Directors, (i) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Section 14(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected, and (ii) a representation that the stockholder is a holder of record at the time of the giving of the notice and will be entitled to vote at such meeting (A) the requisite shares of Class A Common Stock, Class B Common Stock, Class C Common Stock or Class V Common Stock (each as defined in the Amended and Restated Certificate of Incorporation) if the nominee is nominated to be a Group I Director (as defined in the Amended and Restated Certificate of Incorporation), (B) the requisite shares of Class A Common Stock if the nominee is nominated to be a Group II Director (as defined in the Amended and Restated Certificate of Incorporation), and/or (C) the requisite shares of Class B Common Stock if the nominee is nominated to be a Group III Director (as defined in the Amended and Restated Certificate of Incorporation); (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration

and, in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books and records, and of such beneficial owner, (ii) the class or series and number of shares of capital stock of the Corporation that are owned, directly or indirectly, beneficially and of record by such stockholder and such beneficial owner, (iii) a representation that the stockholder is a holder of record of the stock of the Corporation at the time of the giving of the notice, will be entitled to vote at such meeting and will appear in person or by proxy at the meeting to propose such business or nomination, (iv) a representation whether the stockholder or the beneficial owner, if any, will be or is part of a group that will (A) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (B) otherwise solicit proxies or votes from stockholders in support of such proposal or nomination, (v) a certification regarding whether such stockholder and beneficial owner, if any, have complied with all applicable federal, state and other legal requirements in connection with the stockholder's and/or beneficial owner's acquisition of shares of capital stock or other securities of the Corporation and/or the stockholder's and/or beneficial owner's acts or omissions as a stockholder of the Corporation and (vi) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder; (d) a description of any agreement, arrangement or understanding with respect to the nomination or proposal and/or the voting of shares of any class or series of stock of the Corporation between or among the stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination or proposal is made, any of their respective affiliates or associates and/or any others acting in concert with any of the foregoing (collectively, "proponent persons"); and (e) a description of any agreement, arrangement or understanding (including any contract to purchase or sell, the acquisition or grant of any option, right or warrant to purchase or sell or any swap or other instrument) to which any proponent person is a party, the intent or effect of which may be (i) to transfer to or from any proponent person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (ii) to increase or decrease the voting power of any proponent person with respect to shares of any class or series of stock of the Corporation and/or (iii) to provide any proponent person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, any increase or decrease in the value of any security of the Corporation. A stockholder providing notice of a proposed nomination for election to the Board of Directors or other business proposed to be brought before a meeting (whether given pursuant to this paragraph (A)(3) or paragraph (B) of this Section 2.03) shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct (x) as of the record date for determining the stockholders entitled to notice of the meeting and (y) as of the date that is fifteen (15) days prior to the meeting or any adjournment or postponement thereof, *provided* that if the record date for determining the stockholders entitled to vote at the meeting is less than fifteen (15) days prior to the meeting or any adjournment or postponement thereof, the information shall be supplemented and updated as of such later date. Any such update and supplement shall be delivered in writing to the Secretary at the principal executive offices of the Corporation not later than five (5) days after the record date for determining the stockholders entitled to notice of the meeting (in the case of any update and supplement required to be made as of the record date for determining the stockholders entitled to notice of the meeting), not later than ten (10) days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update or supplement required to be made as of fifteen (15) days prior to the meeting or adjournment or postponement thereof) and not later than five (5) days after the record date for determining the stockholders entitled to vote at the meeting, but no later than the date prior to the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of a date less than fifteen (15) days prior the date of the meeting or any adjournment or postponement thereof). The foregoing notice requirements of this Section 2.03 shall be deemed satisfied by a stockholder with respect to business other than a nomination of a person for election to the Board of Directors if the stockholder has notified

the Corporation of the stockholder's intention to present a proposal at an annual meeting in compliance with applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation and to determine the independence of such director under the Exchange Act and rules and regulations thereunder and applicable stock exchange rules.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) as provided in the Sponsor Stockholders Agreement and the Amended and Restated Certificate of Incorporation, (2) by or at the direction of the Board of Directors or any committee thereof or (3) *provided* that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is entitled to vote at the meeting, who (subject to paragraph (C)(4) of this Section 2.03) complies with the notice procedures set forth in this Section 2.03 and who is a stockholder of record both at the time such notice is delivered to the Secretary and on the record date for the meeting. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting if the stockholder's notice as required by paragraph (A)(2) of this Section 2.03 shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day prior to such special meeting and not later than the close of business on the later of the 90th day prior to such special meeting or the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(C) General. (1) Except as provided in paragraph (C)(4) of this Section 2.03, only such persons who are nominated in accordance with the procedures set forth in this Section 2.03 or the Sponsor Stockholders Agreement shall be eligible to serve as directors and only such business shall be conducted at an annual or special meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section. Except as otherwise provided by applicable law, the Amended and Restated Certificate of Incorporation or these Bylaws, the chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the meeting, have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of the meeting shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to

questions or comments by participants and on stockholder approvals. Notwithstanding the foregoing provisions of this Section 2.03, unless otherwise required by applicable law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.03, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(2) Whenever used in these Bylaws, "public announcement" shall mean disclosure (a) in a press release released by the Corporation, *provided* that such press release is released by the Corporation following its customary procedures, is reported by the Dow Jones News Service, Associated Press or comparable national news service, or is generally available on internet news sites, or (b) in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of this Section 2.03, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.03; *provided*, *however*, that, to the fullest extent permitted by applicable law, any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to these Bylaws (including paragraphs (A)(1)(d) and (B) hereof), and compliance with paragraphs (A)(1)(d) and (B) of this Section 2.03 shall be the exclusive means for a stockholder to make nominations or submit other business (other than, as provided in the penultimate sentence of paragraph (C)(3) of this Section 2.03, business other than nominations brought properly under and in compliance with Rule 14a-8 under the Exchange Act, as may be amended from time to time). Nothing in these Bylaws shall be deemed to affect any rights of the holders of any class or series of stock having a preference over the common stock of the Corporation as to dividends or upon liquidation to elect directors under specified circumstances.

(4) Notwithstanding anything to the contrary contained in this Section 2.03, for as long as the Sponsor Stockholders Agreement remains in effect with respect to any Sponsor Stockholder (as defined in the Amended and Restated Certificate of Incorporation), such Sponsor Stockholder shall not be subject to the notice procedures set forth in paragraphs (A)(2), (A)(3) or (B) of this Section 2.03 with respect to any annual or special meeting of stockholders.

SECTION 2.04 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a timely notice in writing or by electronic transmission, in the manner provided in Section 232 of the DGCL, of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically by the Secretary to each stockholder of record entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Unless otherwise provided by applicable law, the Amended and Restated Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

SECTION 2.05 Quorum. Unless otherwise required by applicable law, the Amended and Restated Certificate of Incorporation or the rules of any stock exchange upon which the Corporation's securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, a majority in voting power of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

SECTION 2.06 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy in any manner provided by applicable law, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or a new proxy bearing a later date. Unless required by the Amended and Restated Certificate of Incorporation or applicable law, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if there be such a proxy. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the voting power of the shares of stock present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to the Corporation, of any regulation applicable to the Corporation or its securities, of the Amended and Restated Certificate of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing sentence and subject to the Amended and Restated Certificate of Incorporation, all elections of directors shall be determined by a plurality of the votes cast in respect of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

SECTION 2.07 Chairman of Meetings. The Chairman of the Board of Directors, if one is elected, or, in his or her absence or disability, a person designated by the Board of Directors shall be the chairman of the meeting and, as such, preside at all meetings of the stockholders.

SECTION 2.08 Secretary of Meetings. The Secretary shall act as secretary at all meetings of the stockholders. In the absence or disability of the Secretary, the chairman of the meeting shall appoint a person to act as secretary at such meetings.

SECTION 2.09 Consent of Stockholders in Lieu of Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote only to the extent permitted by and in the manner provided in the Amended and Restated Certificate of Incorporation and in accordance with the DGCL.

SECTION 2.10 Adjournment. At any meeting of stockholders of the Corporation, if less than a quorum be present, the chairman of the meeting or stockholders holding a majority in voting power of the shares of stock of the Corporation, present in person or by proxy and entitled to vote thereat on the matters in question, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such

adjourned meeting the same or an earlier date as that fixed for the determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting.

SECTION 2.11 Remote Communication. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(a) participate in a meeting of stockholders; and

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication,

provided that

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

SECTION 2.12 Inspectors of Election. The Corporation may, and shall if required by applicable law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (a) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (b) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by applicable law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.01 Powers. Except as otherwise provided by the Amended and Restated Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the

Corporation and do all such lawful acts and things as are not by the DGCL or the Amended and Restated Certificate of Incorporation directed or required to be exercised or done by the stockholders.

SECTION 3.02 Number and Term; Chairman. The number of directors shall be fixed in the manner provided in the Amended and Restated Certificate of Incorporation. The term of each director shall be as set forth in the Amended and Restated Certificate of Incorporation. Directors need not be stockholders. The Board of Directors shall elect a Chairman of the Board of Directors, who shall have the powers and perform such duties as provided in these Bylaws and as the Board of Directors may from time to time prescribe. The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors at which he or she is present. If the Chairman of the Board of Directors is not present at a meeting of the Board of Directors, directors representing a majority of the voting power of the directors present at such meeting shall elect one (1) of their members to preside.

SECTION 3.03 Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer of the Corporation or the Secretary. The resignation shall take effect at the time specified therein, and if no time is specified, at the time of its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the resignation.

SECTION 3.04 Removal. Directors of the Corporation may be removed in the manner provided in the Amended and Restated Certificate of Incorporation and the DGCL.

SECTION 3.05 Vacancies and Newly Created Directorships. Except as otherwise provided by applicable law, vacancies occurring in any directorship (whether by death, resignation, retirement, disqualification, removal or other cause) and newly created directorships resulting from any increase in the number of directors shall be filled in accordance with the Amended and Restated Certificate of Incorporation and the Sponsor Stockholders Agreement. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

SECTION 3.06 Meetings. Regular meetings of the Board of Directors may be held at such places and times as shall be determined from time to time by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors and shall be called by the Chief Executive Officer or the Secretary if directed by directors representing a majority of the voting power of the Board of Directors, and any such meeting shall be at such place, date and time as may be fixed by the person or persons at whose direction the meeting is called. Notwithstanding the foregoing, to the extent the Group II Directors and/or the Group III Directors (each as defined in the Amended and Restated Certificate of Incorporation) are permitted or required to approve any matter or take any action without the participation of any other members of the Board of Directors, a special meeting may be called by members representing a majority of the voting power of all Group II Directors and/or Group III Directors, as the case may be. Notice need not be given of regular meetings of the Board of Directors. At least forty eight (48) hours before each special meeting of the Board of Directors, either written notice, notice by electronic transmission or oral notice (either in person or by telephone) of the time, date and place of the meeting shall be given to each director entitled to attend such meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

SECTION 3.07 Quorum, Voting and Adjournment. Unless otherwise provided in the Amended and Restated Certificate of Incorporation, the attendance as contemplated in any manner permitted by the DGCL, of (A) members of the Board of Directors who are entitled to vote a majority of the aggregate number of votes of the total number of directors of the Board of Directors, (B) at least one of the Group II Directors for so long as the MD Stockholders (as defined in the Amended and Restated Certificate of Incorporation) are entitled to nominate at least one such director and (C) at least one of the Group III Directors for so long as the SLP Stockholders (as defined in the Amended and Restated Certificate of Incorporation) are entitled to nominate at

least one such director shall constitute a quorum for the transaction of business of the Board of Directors, and the affirmative vote of a majority of the aggregate number of votes of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Notwithstanding the immediately preceding sentence, but subject to this Section 3.07, if a quorum does not exist at any meeting of a Board of Directors due solely to the lack of attendance of at least one Group II Director and/or one Group III Director at a properly called meeting of the Board of Directors, (x) such meeting shall be adjourned and, following notice to all members of the Board of Directors in accordance with Section 3.06 as if such adjournment were a newly called special meeting, recalled for the same purpose on a date not less than four (4) calendar days (or two (2) calendar days solely in the event that a bona fide emergency would result in a material adverse effect on the Corporation and its Subsidiaries (as defined in the Amended and Restated Certificate of Incorporation), taken as a whole) and not more than ten (10) calendar days from the date of adjournment, and (y) the attendance of at least one Group II Director and one Group III Director shall not be required to establish a quorum for such recalled meeting (so long as the purpose and agenda of such recalled meeting are identical to those of the adjourned meeting and no matters not set forth on such agenda are considered at such meeting, and so long as a quorum is otherwise present at such recalled meeting); *provided* that in no event may such adjourned meeting be convened unless there are present directors entitled to cast at least one-third of the aggregate number of votes of the total number of directors of the Board of Directors. Each director shall be entitled to a number of votes as determined pursuant to the Amended and Restated Certificate of Incorporation.

SECTION 3.08 Action Without a Meeting. Unless otherwise restricted by the Amended and Restated Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed in the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

SECTION 3.09 Remote Meeting. Unless otherwise restricted by the Amended and Restated Certificate of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute presence in person at such meeting.

SECTION 3.10 Compensation. The Board of Directors shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity. Notwithstanding the foregoing, the Corporation shall reimburse the Sponsor Stockholders in connection with meetings of the Board of Directors and its committees as provided in the Sponsor Stockholders Agreement.

SECTION 3.11 Reliance on Books and Records. A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV

COMMITTEES

SECTION 4.01 Committees; Committee Rules. Subject to the provisions of the Sponsor Stockholders Agreement, the Board of Directors may designate from time to time one or more committees, including, without

limitation, an Audit Committee, a Capital Stock Committee and such other committees as may be required by the Sponsor Stockholders Agreement, each such committee to consist of one or more of the directors of the Corporation, in each case subject to the provisions of the Sponsor Stockholders Agreement. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee, in each case subject to the provisions of the Sponsor Stockholders Agreement. Any such committee, to the extent provided in the resolution of the Board of Directors establishing such committee and consistent with the provisions of the Sponsor Stockholders Agreement, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. All committees of the Board of Directors shall keep minutes of their meetings and shall report their proceedings to the Board of Directors when requested or required by the Board of Directors. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee and in each case consistent with the provisions of the Sponsor Stockholders Agreement. Unless otherwise provided in such a resolution, the presence of directors representing a majority of the voting power of the members of the committee shall be necessary to constitute a quorum, provided that (i) if a committee has one or more Group II Directors (as defined in the Amended and Restated Certificate of Incorporation) as its members, the presence of at least one Group II Director shall be necessary to constitute a quorum and (ii) if a committee has one or more Group III Directors (as defined in the Amended and Restated Certificate of Incorporation) as its members, the presence of at least one Group III Director shall be necessary to constitute a quorum; and, unless otherwise provided in these Bylaws or the Sponsor Stockholders Agreement, all matters shall be determined by a vote of members representing a majority of the voting power of the members present at a meeting of the committee at which a quorum is present. Unless otherwise provided in such a resolution, in the event that a member and that member's alternate, if alternates are designated by the Board of Directors, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member consistent with the provisions of the Sponsor Stockholders Agreement.

SECTION 4.02 Capital Stock Committee. For so long as any shares of Class V Common Stock remain outstanding, the Board of Directors shall maintain a Capital Stock Committee, which committee shall consist of at least three members, and shall at all times be composed of directors a majority of whom the Board of Directors has determined satisfy the independence requirements required to serve on the audit committee of a company listed on the principal securities exchange on which the Class V Common Stock is listed or, if the Class V Common Stock is not so listed, then of a company listed on the New York Stock Exchange. Each member of the Capital Stock Committee shall have one vote on all matters to come before the committee.

The Capital Stock Committee shall have and may exercise such powers, authority and responsibilities as may be granted by the Board of Directors in connection with the adoption of general policies governing the relationship between business groups or otherwise, including such powers, authority and responsibilities as are granted by the Board of Directors with respect to, among other things: (a) the business and financial relationships between the DHI Group (or any business or subsidiary allocated thereto) and the Class V Group (or any business or subsidiary allocated thereto) and (b) any matters arising in connection therewith. In addition, the Board of Directors shall not approve any (i) investment made by or attributed to the Class V Group, including any investment of any dividends received on the VMware, Inc. shares attributed to the Class V Group, other than (A) investments made by VMware, Inc. or (B) any reallocation related to the Retained Interest Dividend Amount or Retained Interest Redemption Amount, (ii) allocation of any acquired assets, businesses or liabilities to the Class V Group, (iii) allocation or reallocation of any assets, businesses or liabilities from one Group to the other

(other than a pledge of any assets of one Group to secure obligations of the other, or any foreclosure on the assets subject to such a pledge), or (iv) resolution, or the submission to the shareholders of the Company of any resolution, setting forth an amendment to the Amended and Restated Certificate of Incorporation to increase the number of authorized shares of Class V Common Stock or any series thereof at any time the common stock of VMware, Inc. is publicly traded on a U.S. securities exchange and VMware, Inc. is required to file reports under Sections 13 and 15(d) of the Securities Exchange Act of 1934, in each case (i)-(iv), without the consent of the Capital Stock Committee. Any Board of Directors determination to amend, modify or rescind such general policies shall be effective only with the approval of the Capital Stock Committee.

Notwithstanding anything to the contrary contained herein, for so long as any shares of Class V Common Stock remain outstanding, this Section 4.02 shall not be amended or repealed (A) by the stockholders of the Corporation unless such action has received the affirmative vote of the holders of record (other than shares held by the Corporation's Affiliates (as defined in the Amended and Restated Certificate of Incorporation), as of the record date for the meeting at which such vote is taken, of (i) Class V Common Stock representing a majority of the aggregate voting power (other than shares held by the Corporation's Affiliates) of Class V Common Stock present, in person or by proxy, at such meeting and entitled to vote thereon voting together as a separate class and (ii) Common Stock representing a majority of the aggregate voting power of Common Stock present, in person or by proxy, at such meeting and entitled to vote thereon or (B) by any action of the Board of Directors.

For purposes of this Section 4.02, all capitalized terms used in this Section 4.02 but not defined herein shall have the respective meanings assigned thereto in the Amended and Restated Certificate of Incorporation.

ARTICLE V

OFFICERS

SECTION 5.01 Number. The officers of the Corporation shall include a Chief Executive Officer (who shall also be President for the purpose of the DGCL, unless otherwise determined by the Board of Directors), a Chief Financial Officer, a Chief Legal Officer or General Counsel and a Secretary, each of whom shall be elected by the Board of Directors and who shall hold office for such terms as shall be determined by the Board of Directors and until their successors are elected and qualify or until their earlier resignation or removal. In addition, the Board of Directors may elect one or more Vice Presidents, including one or more Executive Vice Presidents, Senior Vice Presidents, a Treasurer and one or more Assistant Treasurers and one or more Assistant Secretaries, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Any number of offices may be held by the same person.

SECTION 5.02 Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Directors. The Board of Directors may appoint one or more officers called a Vice Chairman, each of whom does not need to be a member of the Board of Directors.

SECTION 5.03 Chief Executive Officer. The Chief Executive Officer shall have general executive charge, management and control of the properties and operations of the Corporation in the ordinary course of its business, with all such powers with respect to such properties and operations as may be reasonably incident to such responsibilities. The selection of the Chief Executive Officer shall be subject to the provisions of the Amended and Restated Certificate of Incorporation and the Sponsor Stockholders Agreement.

SECTION 5.04 President/Vice Presidents. The President and each Vice President, if any are elected (of whom one or more may be designated an Executive Vice President or Senior Vice President), shall have such powers and shall perform such duties as shall be assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 5.05 Chief Financial Officer. The Chief Financial Officer shall have such powers and shall perform such duties as shall be assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 5.06 Chief Legal Officer/General Counsel. The Chief Legal Officer or General Counsel shall have such powers and shall perform such duties as shall be assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 5.07 Treasurer. The Treasurer shall have custody of the corporate funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors or its designees selected for such purposes. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers therefor. He or she shall render to the Chief Executive Officer and the Board of Directors, upon their request, a report of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

In addition, the Treasurer shall have such further powers and perform such other duties incident to the office of Treasurer as from time to time are assigned to him or her by the Chief Executive Officer or the Board of Directors.

SECTION 5.08 Secretary. The Secretary shall: (a) cause minutes of all meetings of the stockholders and directors to be recorded and kept properly; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer or the Board of Directors.

SECTION 5.09 Assistant Treasurers and Assistant Secretaries. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Chief Executive Officer or the Board of Directors shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the Chief Executive Officer or the Board of Directors.

SECTION 5.10 Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board of Directors or its designees selected for such purposes. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, a Vice President, the Treasurer or the Secretary or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Directors.

SECTION 5.11 Contracts and Other Documents. The Chief Executive Officer, the Secretary and such other officer or officers as may from time to time be authorized by the Chief Executive Officer, the Board of Directors or any other committee given specific authority by the Board of Directors during the intervals between the meetings of the Board of Directors to authorize such action, shall each have the power to sign and execute on behalf of the Corporation deeds, conveyances, contracts and any and all other documents requiring execution by the Corporation.

SECTION 5.12 Ownership of Securities of Another Entity. Unless otherwise directed by the Board of Directors, the Chief Executive Officer, a Vice President, the Treasurer or the Secretary, or such other officer or agent as shall be authorized by the Board of Directors, shall have the power and authority, on behalf of the

Corporation, to attend and to vote at any meeting of securityholders of any entity in which the Corporation holds securities or equity interests and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such securities or equity interests at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation, in each case consistent with the provisions of the Sponsor Stockholders Agreement.

SECTION 5.13 Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Directors may delegate to another officer such powers or duties.

SECTION 5.14 Resignation and Removal. Subject to the provisions of the Amended and Restated Certificate of Incorporation, any officer of the Corporation may be removed from office for or without cause at any time by the Board of Directors. Any officer may resign at any time in the same manner prescribed under Section 3.03.

SECTION 5.15 Vacancies. The Board of Directors shall have the power to fill vacancies occurring in any office.

ARTICLE VI

STOCK

SECTION 6.01 Shares With Certificates. The shares of stock of the Corporation shall be represented by certificates, *provided* that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by, (a) the Chairman of the Board of Directors, any Vice Chairman of the Board of Directors, the President or a Vice President and (b) the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary, certifying the number and class of shares of stock of the Corporation owned by such holder. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

SECTION 6.02 Shares Without Certificates. If the Board of Directors chooses to issue shares of stock without certificates, the Corporation, if required by the DGCL, shall, within a reasonable time after the issue or transfer of shares without certificates, send the stockholder a written statement of the information required by the DGCL. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, *provided* that the use of such system by the Corporation is permitted in accordance with applicable law.

SECTION 6.03 Transfer of Shares. Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives in the manner prescribed by law, the Amended and Restated Certificate of Incorporation, these Bylaws and the Sponsor Stockholder Agreement, upon surrender to the Corporation by delivery thereof (to the extent evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer

if, when the certificates are presented for transfer or uncertificated shares are requested to be transferred, both the transferor and transferee request the Corporation to do so. The Board of Directors shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of shares of stock of the Corporation.

SECTION 6.04 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock or uncertificated shares may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Corporation may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate or uncertificated shares of stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated upon the surrender by such owner of such mutilated certificate and, if required by the Corporation, the posting of a bond by such owner in an amount sufficient to indemnify the Corporation against any claim that may be made against it in connection therewith.

SECTION 6.05 List of Stockholders Entitled To Vote. The officer who has charge of the stock ledger shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (*provided*, *however*, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten (10) days prior to the meeting (a) on a reasonably accessible electronic network; *provided* that the information required to gain access to such list is provided with the notice of meeting or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then, in addition to the foregoing requirements, a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then, in addition to the foregoing requirements, the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by applicable law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5.05 or to vote in person or by proxy at any meeting of stockholders.

SECTION 6.06 Fixing Date for Determination of Stockholders of Record.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by applicable law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Unless otherwise restricted by the Amended and Restated Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by applicable law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by applicable law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

SECTION 6.07 Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock or notification to the Corporation of the transfer of uncertificated shares with a request to record the transfer of such share or shares, to the fullest extent permitted by applicable law, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by applicable law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VII

NOTICE AND WAIVER OF NOTICE

SECTION 7.01 Notice. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder’s address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

SECTION 7.02 Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VIII

INDEMNIFICATION

SECTION 8.01 Right to Indemnification. Each person who was or is a party, is threatened to be made a party to, or is otherwise involved in, as a witness or otherwise, any threatened, pending or completed action, suit or proceeding (brought in the right of the Corporation or otherwise), whether civil, criminal, administrative or investigative and whether formal or informal, including any and all appeals (hereinafter a "proceeding"), by reason of the fact that he or she is or was or has agreed to become a director or an officer of the Corporation, or while serving as a director or officer of the Corporation, is or was serving or has agreed to serve at the request of the Corporation as a director, officer, employee or agent (which, for purposes hereof, shall include a trustee, fiduciary, partner or manager or similar capacity) of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (each, a "Person"), or by reason of any action alleged to have been taken or omitted by indemnitee in any such capacity or in any other capacity while serving or having agreed to serve as a director, officer, employee or agent (hereinafter an "indemnitee"), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the DGCL permitted the Corporation to provide prior to such amendment), from and against all loss and liability suffered and expenses (including, without limitation, attorneys' fees, costs and expenses), judgments, fines ERISA excise taxes or penalties and amounts paid or to be paid in settlement actually and reasonably incurred by or on behalf of indemnitee in connection with such action, suit or proceeding, including any appeals or suffered by such indemnitee in connection therewith and such indemnification shall continue as to a indemnitee who has ceased to serve in the capacity which initially entitled such indemnitee to indemnity hereunder and shall inure to the benefit of his or her heirs, executors and administrators; *provided*, *however*, that, except as provided in Section 8.03 with respect to proceedings to enforce rights to indemnification or advancement of expenses or with respect to any compulsory counterclaim brought by such indemnitee, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors; *provided*, *further*, that the Corporation not be obligated under this Section 8.01: (a) to indemnify indemnitee under these Bylaws for any amounts paid in settlement of an action, suit or proceeding unless the Corporation consents to such settlement, which consent shall not be unreasonably withheld, delayed or conditioned, or (b) to indemnify indemnitee for any disgorgement of profits made from the purchase or sale by indemnitee of securities of the Corporation under Section 16(b) of the Exchange Act.

In addition, subject to Section 8.04, the Corporation shall not be liable under this Article VIII to make any payment of amounts otherwise indemnifiable hereunder (including, without limitation, judgments, fines and amounts paid in settlement) if and to the extent that the indemnitee has otherwise actually received such payment under this Article VIII or any insurance policy, contract, agreement or otherwise.

SECTION 8.02 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 8.01, an indemnitee shall also have the right, to the fullest extent permitted by the DGCL, to be paid by the Corporation the expenses (including attorney's fees, costs and expenses) incurred by the indemnitee in appearing at, participating in or defending, or otherwise arising out of or related to, any action, suit or proceeding in advance of its final disposition or in connection with a proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article VIII pursuant to Section 8.03 (hereinafter an "advancement of expenses"); *provided*, *however*, that,

(a) if the DGCL requires or in the case of an advance made in a proceeding brought to establish or enforce a right to indemnification or advancement, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer or proposed director or officer (and not in any other capacity in which service was or is or has been agreed to be rendered by such indemnitee, including, without limitation, service to an

employee benefit plan) shall be made solely upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay any amounts so advanced (without interest) to the extent that it is determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified or entitled to advancement of expenses under Sections 8.01 and 8.02 or otherwise;

(b) with respect to any action suit or proceeding of which the Corporation is so notified, the Corporation shall be entitled to assume the defense of such action, suit or proceeding, with counsel reasonably acceptable to indemnitee, upon the delivery to indemnitee of written notice of its election to do so.

SECTION 8.03 Right of Indemnitee to Bring Suit. In the event that (i) following a final adjudication, the Corporation determines in accordance with this Article VIII that the indemnitee is not entitled to indemnification, (ii) following a final adjudication, the Corporation denies a request for indemnification, in whole or in part, or fails to respond or make a determination of entitlement to indemnification within thirty (30) days following receipt of a request for indemnification as described above, (iii) payment of a claim under Section 8.01 or 8.02 is not paid in full by the Corporation within (a) ninety (90) days after a written claim for indemnification has been received by the Corporation following a final adjudication or (b) fifteen (15) days after a written claim for an advancement of expenses has been received by the Corporation or (iv) any other person takes or threatens to take any action designed to deny, or to recover from, the indemnitee the benefits provided or intended to be provided to indemnitee under this Article VIII, the indemnitee shall be entitled to an adjudication in any court of competent jurisdiction of his or her entitlement to such indemnification or advancement of expenses, as applicable. To the fullest extent permitted by applicable law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense (including attorneys' fees, costs and expenses) of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder following a final adjudication (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or the Corporation's stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or the Corporation's stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation.

SECTION 8.04 Indemnification Not Exclusive. (a) The provisions for indemnification to or the advancement of expenses and costs to any indemnitee under this Article VIII, or the entitlement of any indemnitee to indemnification or advancement of expenses and costs under this Article VIII, shall not limit or restrict in any way the power of the Corporation to indemnify or advance expenses and costs to such indemnitee in any other way permitted by applicable law or be deemed exclusive of, or invalidate, any right to which any indemnitee seeking indemnification or advancement of expenses and costs may be entitled under any law, the Amended and Restated Certificate of Incorporation, other agreements or arrangements, vote of stockholders or disinterested directors or otherwise, both as to action in such indemnitee's capacity as an officer, director, employee or agent of the Corporation and as to action in any other capacity.

(b) Given that certain jointly indemnifiable claims (as defined below) may arise due to the service of the indemnitee as a director and/or officer of the Corporation at the request of the indemnitee-related entities (as defined below), or by reason of any action alleged to have been taken or omitted in any such capacity, the Corporation shall be fully and primarily responsible for payments to the indemnitee in respect of indemnification or advancement of expenses in connection with any such jointly indemnifiable claims, pursuant to and in accordance with the terms of (i) the DGCL, (ii) the Amended and Restated Certificate of Incorporation, (iii) this Article VIII, (iv) any other agreement between the Corporation or any of the Corporation's Affiliates and the indemnitee pursuant to which the indemnitee is indemnified, (v) the laws of the jurisdiction of incorporation or organization of the Corporation or any of its Affiliates and/or (vi) the certificate of incorporation, certificate of organization, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or other organizational or governing documents of the Corporation or any of its Affiliates irrespective of any right of recovery the indemnitee may have from the indemnitee-related entities. Under no circumstance shall the Corporation or any of its Affiliates be entitled to any right of subrogation or contribution by the indemnitee-related entities and no right of advancement or recovery the indemnitee may have from the indemnitee-related entities shall reduce or otherwise alter the rights of the indemnitee or the obligations of the Corporation or any of its Affiliates hereunder. In the event that any of the indemnitee-related entities shall make any payment to the indemnitee in respect of indemnification or advancement of expenses with respect to any jointly indemnifiable claim, the indemnitee-related entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee against the Corporation, and the indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the indemnitee-related entities effectively to bring suit to enforce such rights. Each of the indemnitee-related entities shall be third-party beneficiaries with respect to this Section 8.04(b) and entitled to enforce this Section 8.04(b).

For purposes of this Section 8.04(b), the following terms shall have the following meanings:

(1) The term "indemnitee-related entities" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Corporation or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise for which the indemnitee has agreed, on behalf of the Corporation or at the Corporation's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described herein) from whom an indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Corporation may also have an indemnification or advancement obligation (other than as a result of obligations under an insurance policy).

(2) The term "jointly indemnifiable claims" shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which the indemnitee shall be entitled to indemnification or advancement of expenses from both the Corporation and any indemnity-related entity pursuant to the DGCL, any agreement with and/or any certificate of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Corporation or the indemnitee-related entities, as applicable.

SECTION 8.05 Nature of Rights. The rights conferred upon indemnitees in this Article VIII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VIII that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

SECTION 8.06 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any person who is or was serving as a director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the

Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL. Subject to Section 8.04, in the event of any payment by the Corporation under this Article VIII, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee with respect to any insurance policy or any other indemnity agreement covering the indemnitee. The indemnitee shall execute all papers required and take all reasonable action necessary to secure such rights, including execution of such documents as are necessary to enable the Corporation to bring suit to enforce such rights in accordance with the terms of such insurance policy. The Corporation shall pay or reimburse all expenses actually and reasonably incurred by the indemnitee in connection with such subrogation.

SECTION 8.07 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation, individually or as a group, to the fullest extent of the provisions of this Article VIII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

SECTION 8.08 Savings Clause. If this Article VIII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each director and officer of the Corporation as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article VIII that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01 Electronic Transmission. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 9.02 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

SECTION 9.03 Fiscal Year. The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall consist of the 52- or 53-week period ending on the Friday nearest January 31.

SECTION 9.04 Construction; Section Headings. For purposes of these Bylaws, unless the context otherwise requires, (i) references to "Articles" and "Sections" refer to articles and sections of these Bylaws and (ii) the term "include" or "includes" means includes, without limitation, and "including" means including, without limitation. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

SECTION 9.05 Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Amended and Restated Certificate of Incorporation, the DGCL or any other applicable law, such provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE X

AMENDMENTS

SECTION 10.01 Amendments**.** Subject to any approvals required by the Sponsor Stockholders Agreement or Section 4.02 herein, the Board of Directors is authorized to make, alter, amend, repeal and rescind, in whole or in part, these Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or the Amended and Restated Certificate of Incorporation.

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Annex D

Tracking Stock Policy

DENALI HOLDING INC.

BOARD OF DIRECTORS
TRACKING STOCK POLICY STATEMENT
REGARDING DHI GROUP
AND CLASS V GROUP MATTERS

1. **General Policy**

The Class V Common Stock is intended to initially reflect the direct and indirect economic rights of Denali Holding Inc., a Delaware corporation (the "Company"), in [ ] shares of Class A Common Stock, par value $0.01 per share, of VMware, Inc., a Delaware corporation ("VMware"), and [ ] shares of Class B Common Stock, par value $0.01 per share, of VMware, in each case as owned by the Company as of the Effective Date. From time to time additional assets and liabilities may be allocated and reallocated to the Class V Group in accordance with the limitations set forth in the Fourth Amended and Restated Certificate of Incorporation of the Company (the "Certificate of Incorporation"), the Bylaws of the Company and as set forth herein.

All material matters as to which the holders of DHI Common Stock and the holders of Class V Common Stock may have potentially divergent interests will be resolved in a manner that the Board of Directors or any committee appointed by the Board of Directors to so act (in either case, the "Board") of the Company and, where expressly provided herein or in the Bylaws, the Capital Stock Committee (as defined below) determine in accordance with such directors' business judgment to be in the best interests of the Company and its stockholders as a whole. All capitalized terms used but not defined herein have the respective meanings assigned thereto in the Certificate of Incorporation.

To the extent this or any subsequent policy statement (this "Policy Statement") conflicts with any agreement that may exist from time to time between VMware and EMC (collectively, the "EMC/VMware Agreements"), the terms of such EMC/VMware Agreement shall control, and shall be deemed consistent with this Policy Statement.

2. **Amendment and Modification**

The Board may, with the approval of the Capital Stock Committee (as defined below) but without stockholder approval, subject in each case to any limitations set forth in the Certificate of Incorporation, the Bylaws of the Company and to any limitations imposed by the fiduciary duties of the Board or applicable law, change the policies set forth in this Policy Statement, including any resolution implementing the provisions of this Policy Statement. The Board also may, with the approval of the Capital Stock Committee but without stockholder approval, adopt additional policies or make exceptions with respect to the application of the policies described in this Policy Statement in connection with particular facts and circumstances, all as the Board may determine in accordance with its business judgment to be in the best interests of the Company and its stockholders as a whole. Any decision by the Board to amend, modify or rescind this Policy Statement shall require the approval of the Capital Stock Committee and will be final, binding and conclusive.

3. **Corporate Opportunities**

(i) Allocation. The Board will allocate any business opportunities and operations and any acquired assets and businesses between the DHI Group and the Class V Group (together, the "Groups"), in whole or in part, in a manner it considers in accordance with its business judgment to be in the best interests of the Company and its stockholders as a whole. Any allocation of this type may involve the consideration of a number of factors that the Board determines to be relevant including, without limitation:

(a) whether the business opportunity or operation, or the acquired asset or business, is principally within or related to the then existing scope of one Group's business;

(b) whether one Group is better positioned to undertake or have allocated to it that business opportunity or operation, acquired asset or business; and

(c) existing contractual agreements and restrictions.

(ii) No Prohibition. No Group will be prohibited from:

(a) engaging in the same or similar business activities or lines of business as the other Group;

(b) doing business with any potential or actual supplier, competitor or customer of the other Group; or

(c) engaging in, or refraining from, any other activities whatsoever relating to any of the potential or actual suppliers, competitors or customers of the other Group.

(iii) No Duty, Responsibility or Obligation. In addition, neither the Company nor any Group will have any duty, responsibility or obligation:

(a) to communicate or offer any business or other corporate opportunity that one Group has to the other Group, including any business or other corporate opportunity that may arise that either Group may be financially able to undertake, and that is, from its nature, in the line of either Group's business and is of practical advantage to either Group;

(b) to have one Group provide financial support to the other Group; or

(c) otherwise to have one Group assist the other Group.

4. **Relationship between the Groups**

The Company will manage the businesses in the DHI Group and the businesses in the Class V Group in a manner intended to maximize the operations, assets and value of both Groups, and with complementary deployment of personnel, capital and facilities, consistent with their respective business objectives.

(i) Commercial Inter-Group Transactions. All material commercial transactions in the ordinary course of business between the Groups are intended, to the extent practicable, to be on terms consistent with terms that would be applicable to arm's-length dealings with unrelated third parties. Neither Group is under any obligation to use or make available to its customers services provided by the other Group, and each Group may use or make available to its customers services provided by a competitor of the other Group.

(ii) Other Transfers of Assets and Liabilities. To the extent not governed by clause (i) above, the Board may, with the approval of the Capital Stock Committee but without stockholder approval, otherwise allocate and reallocate assets and liabilities from one Group to the other. Any such reallocation will be effected by:

(a) the reallocation of other assets or consideration (including services) of the transferee Group to the transferor Group and/or of liabilities of the transferor Group to the transferee Group;

(b) in the case of a reallocation of assets, the creation of inter-Group debt owed by the transferee Group to the transferor Group or the reduction of inter-Group debt owed by the transferor Group to the transferee Group;

(c) in the case of a reallocation of assets of the DHI Group to the Class V Group or an assumption by the DHI Group of liabilities of the Class V Group, an increase in the Number of Retained Interest Shares;

(d) in the case of a reallocation of assets of the Class V Group to the DHI Group or an assumption by the Class V Group of liabilities of the DHI Group, a decrease in the Number of Retained Interest Shares; or

(e) a combination of any of the above;

in each case, in an amount having a fair value equivalent to the fair value of the assets or liabilities reallocated by the transferor Group. For these purposes, the fair value of the assets or liabilities transferred will be determined in accordance with the Certificate of Incorporation to the extent applicable and otherwise by the Board with the approval of the Capital Stock Committee, in each case in good faith in accordance with its business judgment.

(iii) Treasury and Cash Management Policies. As of the Effective Date, all of the debt and preferred stock of the Company and its subsidiaries (other than debt and preferred stock of VMware and its subsidiaries) will be allocated to the DHI Group. Thereafter, the following will apply:

(a) The Company will attribute each future incurrence or issuance of external debt or preferred stock (other than debt and preferred stock of VMware and its subsidiaries) and the proceeds thereof to the DHI Group, except as otherwise provided with respect to Convertible Securities in paragraph (c) below or where the Board with the approval of the Capital Stock Committee determines that such debt or preferred stock is being incurred for the benefit of the Class V Group rather than the DHI Group. Any repurchases or repayment of debt or preferred stock will be charged to the Group to which such debt or preferred stock was allocated.

(b) Debt attributed to the Class V Group (other than debt and preferred stock of VMware and its subsidiaries), including any loans made by the DHI Group to the Class V Group, will bear interest at a rate at which the Company could borrow such funds. Debt attributed to the DHI Group will bear interest at a rate equal to the difference between the Company's actual interest expense and the interest expense allocated to the Class V Group (inclusive of the interest expense of the debt of VMware and its subsidiaries). Interest rates will be calculated on a quarterly basis. Dividends on any preferred stock attributed to the DHI Group will be charged to the DHI Group, and dividends on any preferred stock attributed to the Class V Group will be charged to the Class V Group.

(c) The Company will attribute each future issuance of DHI Common Stock (or any Convertible Securities convertible into or exchangeable or exercisable for shares of DHI Common Stock) and the proceeds thereof to the DHI Group. The Company will attribute each future issuance of Class V Common Stock (or any Convertible Securities convertible into or exchangeable or exercisable for shares of Class V Common Stock) and the proceeds thereof to the Class V Group, except to the extent the Company attributes any such issuance and the proceeds thereof to the DHI Group in respect of a reduction in the Number of Retained Interest Shares.

(d) Dividends on DHI Common Stock will be charged against the DHI Group, and dividends on Class V Common Stock will be charged against the Class V Group. At the time of any dividend on Class V Common Stock while the Number of Retained Interest Shares is greater than zero, the Company will reallocate to the DHI Group a proportionate amount of assets of the Class V Group (of the same kind as paid as a dividend on Class V Common Stock) in respect of the Number of Retained Interest Shares.

(e) Repurchases of DHI Common Stock will be charged against the DHI Group. Repurchases of Class V Common Stock may be charged either against the Class V Group and/or the DHI Group as determined by the Board in its sole discretion. If a repurchase of Class V Common Stock is charged against the DHI Group, such Class V Common Stock will be deemed to be purchased by the DHI Group, and the Number of Retained Interest Shares will be increased by the number of shares deemed to be so purchased. If a repurchase of Class V Common Stock is charged against the Class V Group, the Number of Retained Interest Shares shall not be changed as a result thereof.

(f) The Company will account for all cash transfers from one Group to or for the account of the other Group (other than transfers in return for assets or services rendered or transfers in respect of the Number of Retained Interest Shares) as inter-Group revolving credit loans unless (i) the Board determines that a given transfer (or type of transfer) should be accounted for as a long-term loan, (ii) the Board determines that a given transfer (or type of transfer) should be accounted for as a capital contribution to the Class V Group increasing the Number of Retained Interest Shares, or (iii) the Board determines that a given transfer (or type of transfer) should be accounted for as a repurchase of shares within the Number of Retained Interest Shares or as a dividend on the Number of Retained Interest Shares. There are no specific criteria to determine when the Company will account for a cash transfer as a long-term loan, a capital contribution or a repurchase of or dividend on the Number of Retained Interest Shares rather than an inter-Group revolving credit loan. The Board will make such a determination in the exercise of its business judgment at the time of such transfer based upon all

relevant circumstances. Factors the Board may consider include, without limitation, the current and projected capital structure of each Group; the financing needs and objectives of the recipient Group; the availability, cost and time associated with alternative financing sources; and prevailing interest rates and general economic conditions.

(g) Cash transfers accounted for as inter-Group loans will bear interest at the rates described in paragraph (a) above. In addition, any cash transfers accounted for as a long-term loan will have amortization, maturity, redemption and other terms that reflect the then-prevailing terms on which the Company could borrow such funds.

(h) Any cash transfer from the DHI Group to the Class V Group (or for its account) accounted for as a capital contribution will correspondingly increase the Class V Group's equity account and the Number of Retained Interest Shares.

(i) Any cash transfer from the Class V Group to the DHI Group (or for its account) accounted for as a repurchase of shares within the Number of Retained Interest Shares will correspondingly reduce the Class V Group's equity account and the Number of Retained Interest Shares.

(j) In the event that any convertible securities or similar rights to acquire shares of Class V Common Stock that are attributed to the Number of Retained Interest Shares are exercised, the consideration for such exercise shall be allocated to the DHI Group and the Number of Retained Interest Shares will be correspondingly reduced.

(iv) Intangible Assets. Intangible assets consist of the excess consideration paid over the fair value of net tangible assets acquired by the Company in business combinations accounted for under the purchase method and include goodwill, technology, leasehold interests, customer relationships and customer lists, trademarks and tradenames, non-compete agreements and in-process research and development. These assets will be attributed to the respective Groups based on specific identification and where acquired companies have been divided between the DHI Group and the Class V Group, the intangible assets will be allocated based on the respective fair values at the date of purchase of the related operations attributed to each Group.

5. Dividend Policy

Subject to the limitations on dividends set forth in the Certificate of Incorporation and to applicable law, the holders of DHI Common Stock and the holders of Class V Common Stock will be entitled to receive dividends on that stock when, as and if the Board authorizes and declares dividends on that stock.

The Company does not expect to pay any dividends on the Class V Common Stock before VMware pays dividends on its shares and/or the Class V Group includes other assets that generate positive cash flow. Thereafter, the Board will determine whether to pay dividends on the Class V Common Stock based primarily on the results of operations, financial condition and capital requirements of the Class V Group and of the Company as a whole, and other factors that the Board considers relevant.

6. Financial Reporting; Allocation Matters

(i) Financial Reporting. The Company will prepare and include in its periodic filings with the Securities and Exchange Commission consolidated financial statements of the Company and unaudited financial information that will show the attribution of the Company's assets, liabilities, revenue and expenses to the Class V Group in accordance with this tracking stock policy for so long as the Class V Common Stock is outstanding. For purposes of the unaudited financial information, the Class V Group will be allocated the debt and preferred stock of VMware and its subsidiaries outstanding from time to time.

(ii) Shared Services and Support Activities. If the Class V Group is allocated operating assets, the Company will directly charge specifically identifiable corporate overhead and other costs to the Class V

Group. Where determinations based on specific usage alone are impracticable, the Company will use other allocation methods that it believes are fair, including methods based on factors such as the number of employees in and total revenues generated by each Group.

7. Taxes

In general, any tax or tax item (including any tax item arising from a disposition) attributable to an asset, liability or other interest of a Group will be attributed to that Group in the reasonable discretion of the Board. Tax items that are attributable to a Group that are carried forward or back and used as a tax benefit in another tax year will be attributed to that Group. To the extent that any taxes or tax benefits are determined on a basis that includes the assets, liabilities or other tax items of both Groups, such taxes and tax benefits will be attributed to each Group based upon its contribution to such tax liability (or benefit) and, in the case of income taxes, principally based on the taxable income (or loss) tax credits, and other tax items directly related to each Group. Such allocation to or from a Group is intended to reflect its actual effect, whether positive or negative, on the Company's taxable income, related tax liability and tax credit position. Consistent with the general policies described above, tax benefits that cannot be used by a Group generating those benefits but can be used to reduce the tax liability of the other Group will be credited to the Group that generated those benefits, and a corresponding amount will be charged to the Group utilizing such benefits. Accordingly, the amount of taxes payable or refundable that will be allocated to each Group may not necessarily be the same as that which would have been payable or refundable had that Group filed separate income tax returns.

EMC, VMware and the other entities included in the Company's consolidated tax group are parties to a tax sharing agreement (the "Agreement"). The Agreement provides that VMware will make payments to EMC, and EMC will make payments to VMware in respect of the consolidated federal income tax liability of a hypothetical affiliated group consisting of VMware and its subsidiaries, computed on a stand-alone basis as if the members of such hypothetical affiliated group were not members of the Company's or EMC's affiliated group. Any payments made pursuant to the Agreement will be credited or charged to the DHI Group or the Class V Group, as the case may be and, to the extent such payments relate to tax liabilities, tax benefits or other tax items charged or credited to the payor group hereunder, such payment shall offset the applicable charge or credit, as determined in the reasonable discretion of the Board.

Taxes and tax items from employee or director compensation or employee benefits will be allocated to the Group responsible for the underlying obligation (either through the allocation of the related expenses or through the issuance of stock of that group).

Notwithstanding the foregoing, the DHI Group shall be allocated any tax liability of the Company or its subsidiaries resulting from the Class V Common Stock issued on the [closing date] being treated as other than stock of the Company or the deemed disposition of assets of the Class V Group resulting from the issuance of Class V Common Stock on the [closing date]; provided, that any such tax liability shall be allocated to the Class V Group to the extent such tax liability results from any change in U.S. federal income tax law described in clause (i) of the definition of Tax Event set forth in the Certificate of Incorporation or any comparable change in state or local income tax laws after the [closing date] (a "Post-Change Tax Liability"). Notwithstanding the proviso set forth in the immediately preceding sentence, the Class V Group shall not be allocated any Post-Change Tax Liability, and the DHI Group shall be allocated any Post-Change Tax Liability, to the extent such tax liability reasonably could have been avoided by the conversion of Class V Common Stock into Class C Common Stock by the Company after the occurrence of a Tax Event pursuant to Section 5.2(r) of the Certificate of Incorporation and (i) the Company has not so converted the Class V Common Stock or (ii) has so converted the Class V Common Stock but failed to use its reasonable best efforts to list the Class C Common Stock for trading on the New York Stock Exchange or the NASDAQ Stock Market.

8. **Capital Stock Committee**

The Company will establish a standing committee of the Board known as the Capital Stock Committee (the "Capital Stock Committee"). The Capital Stock Committee shall consist of at least three members, and shall at all times be composed of a majority of directors who satisfy the independence requirements required to serve on the audit committee of a company listed on the principal securities exchange on which the Class V Common Stock is listed or if the Class V Common Stock is not so listed then of a company listed on the New York Stock Exchange. Each director serving on the Capital Stock Committee will have one vote on all matters presented to such committee. The Capital Stock Committee will have such powers, authority and responsibilities as are set forth in the Bylaws of the Company and in this Policy Statement, and such other powers, authority and responsibilities as the Board may grant to such committee, which shall include the authority to engage the services of accountants, investment bankers, appraisers, attorneys and other service providers to assist in discharging its duties.

To the extent the members of the Capital Stock Committee who are independent directors are granted equity compensation in either DHI Common Stock or Class V Common Stock and/or options thereon, approximately half (as determined by the Board) of the value at grant of all such compensation shall consist of Class V Common Stock or options thereon.

In making determinations in connection with this Policy Statement, the members of the Board and the Capital Stock Committee will act in a fiduciary capacity and pursuant to legal guidance concerning their respective obligations under applicable law. The members of the Board and of the Capital Stock Committee, in performing their duties in connection with the matters covered by this Policy Statement, shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, advice or statements presented to the Company, the Board or the Capital Stock Committee by any of the Company's officers or employees, or other committees of the Board, or by any accountants, investment bankers, appraisers, attorneys and other service providers retained by or on behalf of the Company, the Board or the Capital Stock Committee.

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Annex E

Part 13 of the Massachusetts Business Corporation Act

Section 13.01. DEFINITIONS

In this PART the following words shall have the following meanings unless the context requires otherwise:

“Affiliate”, any person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control of or with another person.

“Beneficial shareholder”, the person who is a beneficial owner of shares held in a voting trust or by a nominee as the record shareholder.

“Corporation”, the issuer of the shares held by a shareholder demanding appraisal and, for matters covered in sections 13.22 to 13.31, inclusive, includes the surviving entity in a merger.

“Fair value”, with respect to shares being appraised, the value of the shares immediately before the effective date of the corporate action to which the shareholder demanding appraisal objects, excluding any element of value arising from the expectation or accomplishment of the proposed corporate action unless exclusion would be inequitable.

“Interest”, interest from the effective date of the corporate action until the date of payment, at the average rate currently paid by the corporation on its principal bank loans or, if none, at a rate that is fair and equitable under all the circumstances.

“Marketable securities”, securities held of record by, or by financial intermediaries or depositories on behalf of, at least 1,000 persons and which were

(a) listed on a national securities exchange,

(b) designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers, Inc., or

(c) listed on a regional securities exchange or traded in an interdealer quotation system or other trading system and had at least 250,000 outstanding shares, exclusive of shares held by officers, directors and affiliates, which have a market value of at least $5,000,000.

“Officer”, the chief executive officer, president, chief operating officer, chief financial officer, and any vice president in charge of a principal business unit or function of the issuer.

“Person”, any individual, corporation, partnership, unincorporated association or other entity.

“Record shareholder”, the person in whose name shares are registered in the records of a corporation or the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with a corporation.

“Shareholder”, the record shareholder or the beneficial shareholder.

Section 13.02. RIGHT TO APPRAISAL

(a) A shareholder is entitled to appraisal rights, and obtain payment of the fair value of his shares in the event of, any of the following corporate or other actions:

(1) consummation of a plan of merger to which the corporation is a party if shareholder approval is required for the merger by section 11.04 or the articles of organization or if the corporation is a subsidiary that is merged with its parent under section 11.05, unless, in either case, (A) all shareholders are to receive only cash for their shares in amounts equal to what they would receive upon a dissolution of the corporation or, in the case of shareholders already holding marketable securities in the merging corporation, only marketable securities of the surviving corporation and/or cash and (B) no director, officer or controlling shareholder has a direct or indirect material financial interest in the merger other than in his capacity as (i) a shareholder of the corporation, (ii) a director, officer, employee or consultant of either the merging or the surviving corporation or of any affiliate of the surviving corporation if his financial interest is pursuant to bona fide arrangements with either corporation or any such affiliate, or (iii) in any other capacity so long as the shareholder owns not more than five percent of the voting shares of all classes and series of the corporation in the aggregate;

(2) consummation of a plan of share exchange in which his shares are included unless: (A) both his existing shares and the shares, obligations or other securities to be acquired are marketable securities; and (B) no director, officer or controlling shareholder has a direct or indirect material financial interest in the share exchange other than in his capacity as (i) a shareholder of the corporation whose shares are to be exchanged, (ii) a director, officer, employee or consultant of either the corporation whose shares are to be exchanged or the acquiring corporation or of any affiliate of the acquiring corporation if his financial interest is pursuant to bona fide arrangements with either corporation or any such affiliate, or (iii) in any other capacity so long as the shareholder owns not more than five percent of the voting shares of all classes and series of the corporation whose shares are to be exchanged in the aggregate; (3) consummation of a sale or exchange of all, or substantially all, of the property of the corporation if the sale or exchange is subject to section 12.02, or a sale or exchange of all, or substantially all, of the property of a corporation in dissolution, unless:

(i) his shares are then redeemable by the corporation at a price not greater than the cash to be received in exchange for his shares; or

(ii) the sale or exchange is pursuant to court order; or

(iii) in the case of a sale or exchange of all or substantially all the property of the corporation subject to section 12.02, approval of shareholders for the sale or exchange is conditioned upon the dissolution of the corporation and the distribution in cash or, if his shares are marketable securities, in marketable securities and/or cash, of substantially all of its net assets, in excess of a reasonable amount reserved to meet unknown claims under section 14.07, to the shareholders in accordance with their respective interests within one year after the sale or exchange and no director, officer or controlling shareholder has a direct or indirect material financial interest in the sale or exchange other than in his capacity as (i) a shareholder of the corporation, (ii) a director, officer, employee or consultant of either the corporation or the acquiring corporation or of any affiliate of the acquiring corporation if his financial interest is pursuant to bona fide arrangements with either corporation or any such affiliate, or (iii) in any other capacity so long as the shareholder owns not more than five percent of the voting shares of all classes and series of the corporation in the aggregate;

(4) an amendment of the articles of organization that materially and adversely affects rights in respect of a shareholder’s shares because it:

(i) creates, alters or abolishes the stated rights or preferences of the shares with respect to distributions or to dissolution, including making non-cumulative in whole or in part a dividend theretofore stated as cumulative;

(ii) creates, alters or abolishes a stated right in respect of conversion or redemption, including any provision relating to any sinking fund or purchase, of the shares;

(iii) alters or abolishes a preemptive right of the holder of the shares to acquire shares or other securities;

(iv) excludes or limits the right of the holder of the shares to vote on any matter, or to cumulate votes, except as such right may be limited by voting rights given to new shares then being authorized of an existing or new class; or

(v) reduces the number of shares owned by the shareholder to a fraction of a share if the fractional share so created is to be acquired for cash under section 6.04;

(5) an amendment of the articles of organization or of the bylaws or the entering into by the corporation of any agreement to which the shareholder is not a party that adds restrictions on the transfer or registration or any outstanding shares held by the shareholder or amends any pre-existing restrictions on the transfer or registration of his shares in a manner which is materially adverse to the ability of the shareholder to transfer his shares;

(6) any corporate action taken pursuant to a shareholder vote to the extent the articles of organization, bylaws or a resolution of the board of directors provides that voting or nonvoting shareholders are entitled to appraisal;

(7) consummation of a conversion of the corporation to nonprofit status pursuant to subdivision B of PART 9; or

(8) consummation of a conversion of the corporation into a form of other entity pursuant to subdivision D of PART 9.

(b) Except as otherwise provided in subsection (a) of section 13.03, in the event of corporate action specified in clauses (1), (2), (3), (7) or (8) of subsection (a), a shareholder may assert appraisal rights only if he seeks them with respect to all of his shares of whatever class or series.

(c) Except as otherwise provided in subsection (a) of section 13.03, in the event of an amendment to the articles of organization specified in clause (4) of subsection (a) or in the event of an amendment of the articles of organization or the bylaws or an agreement to which the shareholder is not a party specified in clause (5) of subsection (a), a shareholder may assert appraisal rights with respect to those shares adversely affected by the amendment or agreement only if he seeks them as to all of such shares and, in the case of an amendment to the articles of organization or the bylaws, has not voted any of his shares of any class or series in favor of the proposed amendment.

(d) The shareholder’s right to obtain payment of the fair value of his shares shall terminate upon the occurrence of any of the following events:

(i) the proposed action is abandoned or rescinded; or

(ii) a court having jurisdiction permanently enjoins or sets aside the action; or

(iii) the shareholder’s demand for payment is withdrawn with the written consent of the corporation.

(e) A shareholder entitled to appraisal rights under this chapter may not challenge the action creating his entitlement unless the action is unlawful or fraudulent with respect to the shareholder or the corporation.

Section 13.03. ASSERTION OF RIGHTS BY NOMINEES AND BENEFICIAL OWNERS

(a) A record shareholder may assert appraisal rights as to fewer than all the shares registered in the record shareholder’s name but owned by a beneficial shareholder only if the record shareholder objects with respect to all shares of the class or series owned by the beneficial shareholder and notifies the corporation in writing of the name and address of each beneficial shareholder on whose behalf appraisal rights are being asserted. The rights

of a record shareholder who asserts appraisal rights for only part of the shares held of record in the record shareholder's name under this subsection shall be determined as if the shares as to which the record shareholder objects and the record shareholder's other shares were registered in the names of different record shareholders.

(b) A beneficial shareholder may assert appraisal rights as to shares of any class or series held on behalf of the shareholder only if such shareholder:

(1) submits to the corporation the record shareholder's written consent to the assertion of such rights no later than the date referred to in subclause (ii) of clause (2) of subsection (b) of section 13.22; and

(2) does so with respect to all shares of the class or series that are beneficially owned by the beneficial shareholder.

Section 13.20. NOTICE OF APPRAISAL RIGHTS

(a) If proposed corporate action described in subsection (a) of section 13.02 is to be submitted to a vote at a shareholders' meeting or through the solicitation of written consents, the meeting notice or solicitation of consents shall state that the corporation has concluded that shareholders are, are not or may be entitled to assert appraisal rights under this Part and refer to the necessity of the shareholder delivering, before the vote is taken, written notice of his intent to demand payment and to the requirement that he not vote his shares in favor of the proposed action. If the corporation concludes that appraisal rights are or may be available, a copy of this Part shall accompany the meeting notice sent to those record shareholders entitled to exercise appraisal rights.

(b) In a merger pursuant to section 11.05, the parent corporation shall notify in writing all record shareholders of the subsidiary who are entitled to assert appraisal rights that the corporate action became effective. Such notice shall be sent within 10 days after the corporate action became effective and include the materials described in section 13.22.

Section 13.21. NOTICE OF INTENT TO DEMAND PAYMENT

(a) If proposed corporate action requiring appraisal rights under section 13.02 is submitted to vote at a shareholders' meeting, a shareholder who wishes to assert appraisal rights with respect to any class or series of shares:

(1) shall deliver to the corporation before the vote is taken written notice of the shareholder's intent to demand payment if the proposed action is effectuated; and

(2) shall not vote, or cause or permit to be voted, any shares of such class or series in favor of the proposed action.

(b) A shareholder who does not satisfy the requirements of subsection (a) is not entitled to payment under this chapter.

Section 13.22. APPRAISAL NOTICE AND FORM

(a) If proposed corporate action requiring appraisal rights under subsection (a) of section 13.02 becomes effective, the corporation shall deliver a written appraisal notice and form required by clause (1) of subsection (b) to all shareholders who satisfied the requirements of section 13.21 or, if the action was taken by written consent, did not consent. In the case of a merger under section 11.05, the parent shall deliver a written appraisal notice and form to all record shareholders who may be entitled to assert appraisal rights.

(b) The appraisal notice shall be sent no earlier than the date the corporate action became effective and no later than 10 days after such date and must:

(1) supply a form that specifies the date of the first announcement to shareholders of the principal terms of the proposed corporate action and requires the shareholder asserting appraisal rights to certify (A) whether or not beneficial ownership of those shares for which appraisal rights are asserted was acquired before that date and (B) that the shareholder did not vote for the transaction;

(2) state:

(i) where the form shall be sent and where certificates for certificated shares shall be deposited and the date by which those certificates shall be deposited, which date may not be earlier than the date for receiving the required form under subclause (ii);

(ii) a date by which the corporation shall receive the form which date may not be fewer than 40 nor more than 60 days after the date the subsection (a) appraisal notice and form are sent, and state that the shareholder shall have waived the right to demand appraisal with respect to the shares unless the form is received by the corporation by such specified date;

(iii) the corporation's estimate of the fair value of the shares;

(iv) that, if requested in writing, the corporation will provide, to the shareholder so requesting, within 10 days after the date specified in clause (ii) the number of shareholders who return the forms by the specified date and the total number of shares owned by them; and

(v) the date by which the notice to withdraw under section 13.23 shall be received, which date shall be within 20 days after the date specified in subclause (ii) of this subsection; and

(3) be accompanied by a copy of this chapter.

Section 13.23. PERFECTION OF RIGHTS; RIGHT TO WITHDRAW

(a) A shareholder who receives notice pursuant to section 13.22 and who wishes to exercise appraisal rights shall certify on the form sent by the corporation whether the beneficial owner of the shares acquired beneficial ownership of the shares before the date required to be set forth in the notice pursuant to clause (1) of subsection (b) of section 13.22. If a shareholder fails to make this certification, the corporation may elect to treat the shareholder's shares as after-acquired shares under section 13.25. In addition, a shareholder who wishes to exercise appraisal rights shall execute and return the form and, in the case of certificated shares, deposit the shareholder's certificates in accordance with the terms of the notice by the date referred to in the notice pursuant to subclause (ii) of clause (2) of subsection (b) of section 13.22. Once a shareholder deposits that shareholder's certificates or, in the case of uncertificated shares, returns the executed forms, that shareholder loses all rights as a shareholder, unless the shareholder withdraws pursuant to said subsection (b).

(b) A shareholder who has complied with subsection (a) may nevertheless decline to exercise appraisal rights and withdraw from the appraisal process by so notifying the corporation in writing by the date set forth in the appraisal notice pursuant to subclause (v) of clause (2) of subsection (b) of section 13.22. A shareholder who fails to so withdraw from the appraisal process may not thereafter withdraw without the corporation's written consent.

(c) A shareholder who does not execute and return the form and, in the case of certificated shares, deposit that shareholder's share certificates where required, each by the date set forth in the notice described in subsection (b) of section 13.22, shall not be entitled to payment under this chapter.

Section 13.24. PAYMENT

(a) Except as provided in section 13.25, within 30 days after the form required by subclause (ii) of clause (2) of subsection (b) of section 13.22 is due, the corporation shall pay in cash to those shareholders who complied with subsection (a) of section 13.23 the amount the corporation estimates to be the fair value of their shares, plus interest.

(b) The payment to each shareholder pursuant to subsection (a) shall be accompanied by:

(1) financial statements of the corporation that issued the shares to be appraised, consisting of a balance sheet as of the end of a fiscal year ending not more than 16 months before the date of payment, an income statement for that year, a statement of changes in shareholders' equity for that year, and the latest available interim financial statements, if any;

(2) a statement of the corporation's estimate of the fair value of the shares, which estimate shall equal or exceed the corporation's estimate given pursuant to subclause (iii) of clause (2) of subsection (b) of section 13.22; and

(3) a statement that shareholders described in subsection (a) have the right to demand further payment under section 13.26 and that if any such shareholder does not do so within the time period specified therein, such shareholder shall be deemed to have accepted the payment in full satisfaction of the corporation's obligations under this chapter.

Section 13.25. AFTER-ACQUIRED SHARES

(a) A corporation may elect to withhold payment required by section 13.24 from any shareholder who did not certify that beneficial ownership of all of the shareholder's shares for which appraisal rights are asserted was acquired before the date set forth in the appraisal notice sent pursuant to clause (1) of subsection (b) of section 13.22.

(b) If the corporation elected to withhold payment under subsection (a), it must, within 30 days after the form required by subclause (ii) of clause (2) of subsection (b) of section 13.22 is due, notify all shareholders who are described in subsection (a):

(1) of the information required by clause (1) of subsection (b) of section 13.24;

(2) of the corporation's estimate of fair value pursuant to clause (2) of subsection (b) of said section 13.24;

(3) that they may accept the corporation's estimate of fair value, plus interest, in full satisfaction of their demands or demand appraisal under section 13.26;

(4) that those shareholders who wish to accept the offer shall so notify the corporation of their acceptance of the corporation's offer within 30 days after receiving the offer; and

(5) that those shareholders who do not satisfy the requirements for demanding appraisal under section 13.26 shall be deemed to have accepted the corporation's offer.

(c) Within 10 days after receiving the shareholder's acceptance pursuant to subsection(b), the corporation shall pay in cash the amount it offered under clause (2) of subsection (b) to each shareholder who agreed to accept the corporation's offer in full satisfaction of the shareholder's demand.

(d) Within 40 days after sending the notice described in subsection (b), the corporation must pay in cash the amount if offered to pay under clause (2) of subsection (b) to each shareholder deserved in clause (5) of subsection (b).

Section 13.26. PROCEDURE IF SHAREHOLDER DISSATISFIED WITH PAYMENT OR OFFER

(a) A shareholder paid pursuant to section 13.24 who is dissatisfied with the amount of the payment shall notify the corporation in writing of that shareholder's estimate of the fair value of the shares and demand payment of that estimate plus interest, less any payment under section 13.24. A shareholder offered payment under section 13.25 who is dissatisfied with that offer shall reject the offer and demand payment of the shareholder's stated estimate of the fair value of the shares plus interest.

(b) A shareholder who fails to notify the corporation in writing of that shareholder's demand to be paid the shareholder's stated estimate of the fair value plus interest under subsection (a) within 30 days after receiving the corporation's payment or offer of payment under section 13.24 or section 13.25, respectively, waives the right to demand payment under this section and shall be entitled only to the payment made or offered pursuant to those respective sections.

Section 13.30. COURT ACTION

(a) If a shareholder makes demand for payment under section 13.26 which remains unsettled, the corporation shall commence an equitable proceeding within 60 days after receiving the payment demand and petition the court to determine the fair value of the shares and accrued interest. If the corporation does not commence the proceeding within the 60-day period, it shall pay in cash to each shareholder the amount the shareholder demanded pursuant to section 13.26 plus interest.

(b) The corporation shall commence the proceeding in the appropriate court of the county where the corporation's principal office, or, if none, its registered office, in the commonwealth is located. If the corporation is a foreign corporation without a registered office in the commonwealth, it shall commence the proceeding in the county in the commonwealth where the principal office or registered office of the domestic corporation merged with the foreign corporation was located at the time of the transaction.

(c) The corporation shall make all shareholders, whether or not residents of the commonwealth, whose demands remain unsettled parties to the proceeding as an action against their shares, and all parties shall be served with a copy of the petition. Nonresidents may be served by registered or certified mail or by publication as provided by law or otherwise as ordered by the court.

(d) The jurisdiction of the court in which the proceeding is commenced under subsection (b) is plenary and exclusive. The court may appoint 1 or more persons as appraisers to receive evidence and recommend a decision on the question of fair value. The appraisers shall have the powers described in the order appointing them, or in any amendment to it. The shareholders demanding appraisal rights are entitled to the same discovery rights as parties in other civil proceedings.

(e) Each shareholder made a party to the proceeding is entitled to judgment (i) for the amount, if any, by which the court finds the fair value of the shareholder' s shares, plus interest, exceeds the amount paid by the corporation to the shareholder for such shares or (ii) for the fair value, plus interest, of the shareholder's shares for which the corporation elected to withhold payment under section 13.25.

Section 13.31. COURT COSTS AND COUNSEL FEES

(a) The court in an appraisal proceeding commenced under section 13.30 shall determine all costs of the proceeding, including the reasonable compensation and expenses of appraisers appointed by the court. The court shall assess the costs against the corporation, except that the court may assess cost against all or some of the shareholders demanding appraisal, in amounts the court finds equitable, to the extent the court finds such shareholders acted arbitrarily, vexatiously, or not in good faith with respect to the rights provided by this chapter.

(b) The court in an appraisal proceeding may also assess the fees and expenses of counsel and experts for the respective parties, in amounts the court finds equitable:

(1) against the corporation and in favor of any or all shareholders demanding appraisal if the court finds the corporation did not substantially comply with the requirements of sections 13.20, 13.22, 13.24 or 13.25; or

(2) against either the corporation or a shareholder demanding appraisal, in favor of any other party, if the court finds that the party against whom the fees and expenses are assessed acted arbitrarily, vexatiously, or not in good faith with respect to the rights provided by this chapter.

(c) If the court in an appraisal proceeding finds that the services of counsel for any shareholder were of substantial benefit to other shareholders similarly situated, and that the fees for those services should not be assessed against the corporation, the court may award to such counsel reasonable fees to be paid out of the amounts awarded the shareholders who were benefited.

(d) To the extent the corporation fails to make a required payment pursuant to sections 13.24, 13.25, or 13.26, the shareholder may sue directly for the amount owed and, to the extent successful, shall be entitled to recover from the corporation all costs and expenses of the suit, including counsel fees.

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Annex F

October 11, 2015

The Board of Directors
EMC Corporation
176 South Street
Hopkinton, MA 01748

Members of the Board:

We understand that EMC Corporation (the "Company"), Denali Holding Inc. (the "Buyer"), Dell Inc. and Universal Acquisition Co., a direct wholly owned subsidiary of the Buyer ("Acquisition Sub"), propose to enter into an Agreement and Plan of Merger, substantially in the form of the draft dated October 11, 2015 (the "Merger Agreement"), which provides, among other things, for the merger (the "Merger") of Acquisition Sub with and into the Company. Pursuant to the Merger, the Company will become a wholly owned subsidiary of the Buyer, and each outstanding share of common stock, par value $0.01 per share (the "Company Common Stock") of the Company, other than shares held directly or indirectly by the Buyer, Acquisition Sub or any subsidiary which is directly or indirectly wholly-owned by the Company or as to which dissenters' rights have been perfected, will be converted into the right to receive (i) a certain number of shares of common stock, par value $0.01 per share, designated as Class V common stock of the Buyer (the "Class V Common Stock"), determined pursuant to the formula set forth in the Merger Agreement and having the terms set forth in the Amended and Restated Certificate of Incorporation of the Buyer included as Exhibit C to the Merger Agreement (the "Stock Consideration"), and (ii) $24.05 per share in cash (together with the Stock Consideration, the "Merger Consideration"). The terms and conditions of the Merger are more fully set forth in the Merger Agreement.

You have asked for our opinion as to whether the Merger Consideration to be received by the holders of shares of the Company Common Stock pursuant to the Merger Agreement is fair from a financial point of view to the holders of shares of the Company Common Stock.

For purposes of the opinion set forth herein, we have:

1) Reviewed certain publicly available financial statements and other business and financial information of the Company and VMware, Inc. ("VMware"), respectively;

2) Reviewed certain internal financial statements and other financial and operating data concerning the Company and VMware, respectively;

3) Reviewed certain financial projections prepared by the management of the Company concerning the Company and VMware;

4) Reviewed information relating to certain strategic, financial and operational benefits anticipated from the Merger, prepared by the managements of the Company and the Buyer;

5) Discussed the past and current operations and financial condition and the prospects of the Company and VMware, including information relating to certain strategic, financial and operational benefits anticipated from the Merger, with senior executives of the Company;

6) Reviewed the reported prices and trading activity for the Company Common Stock and the VMware common stock;

7) Compared the financial performance of the Company and VMware and the prices and trading activity of the Company Common Stock and the VMware common stock with that of certain other publicly-traded companies comparable with the Company and VMware, respectively, and their securities;

8) Reviewed the financial terms, to the extent publicly available, of certain comparable acquisition transactions;

9) Participated in certain discussions and negotiations among representatives of the Company and the Buyer and their financial and legal advisors;

10) Reviewed the Merger Agreement, the Amended and Restated Certificate of Incorporation of the Buyer related to the Class V Common Stock, the draft commitment letter from a lender substantially in the form of the draft dated October 10, 2015 (the "Commitment Letter") and certain related documents;

11) Reviewed the Buyer's proposed sources and uses of funds in connection with the transactions contemplated by the Merger Agreement; and

12) Performed such other analyses, reviewed such other information and considered such other factors as we have deemed appropriate.

We have assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to us by the Company, and formed a substantial basis for this opinion. With respect to the financial projections, including information relating to certain strategic, financial and operational benefits anticipated from the Merger, we have assumed that they have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the managements of the Company and the Buyer, respectively, of the future financial performance of the Company and VMware. At the Company's direction, our analysis relating to the business and financial prospects of the Company and VMware for purposes of this opinion has been made on the basis of the Company projections concerning the Company and VMware. We have been advised by the Company, and have assumed, with the Company's consent, that the financial projections are reasonable bases upon which to evaluate the business and financial prospects of the Company and VMware, respectively. We express no view as to the financial projections or the assumptions on which they were based. In addition, we have assumed that the Merger will be consummated in accordance with the terms set forth in the Merger Agreement without any waiver, amendment or delay of any terms or conditions, including, among other things, that the Merger will be treated as an exchange, pursuant to the Internal Revenue Code of 1986, as amended, that the Buyer will obtain financing in accordance with the terms set forth in the Commitment Letter, and that the final Merger Agreement will not differ in any material respects from the draft thereof furnished to us. Morgan Stanley has assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the proposed Merger, no delays, limitations, conditions or restrictions will be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed Merger. We are not legal, tax or regulatory advisors. We are financial advisors only and have relied upon, without independent verification, the assessment of VMware, the Company and their legal, tax or regulatory advisors with respect to legal, tax or regulatory matters. We express no opinion with respect to the fairness of the amount or nature of the compensation to any of the Company's officers, directors or employees, or any class of such persons, relative to the consideration to be received by the holders of shares of the Company Common Stock in the transaction. We have not made any independent valuation or appraisal of the assets or liabilities of the Company, the Buyer or VMware, nor have we been furnished with any such valuations or appraisals. Our opinion is necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to us as of, the date hereof. Events occurring after the date hereof may affect this opinion and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this opinion.

Our opinion is limited to the fairness, from a financial point of view, of the Merger Consideration to be received by the holders of shares of the Company Common Stock pursuant to the Merger Agreement and does not address the relative merits of the Merger as compared to any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available, nor does it address the underlying business decision of the Company to enter into the Merger Agreement.

In arriving at our opinion, we were not authorized to solicit, and did not solicit, interest from any party with respect to the acquisition, business combination or other extraordinary transaction, involving the Company, nor did we negotiate with any parties, other than the Buyer, as to the possible acquisition of the Company or any of its constituent businesses.

We have acted as financial advisor to the Board of Directors of the Company in connection with this transaction and will receive a fee for our services, a significant portion of which is contingent upon the closing of the Merger. In the two years prior to the date hereof, we have provided financing services for the Company and financial advisory and financing services for the Buyer and certain affiliates of the Buyer, and have received fees in connection with such services. Morgan Stanley may also seek to provide such services to the Company, VMware, the Buyer and certain affiliates of the Buyer in the future and would expect to receive fees for the rendering of these services.

Please note that Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Our securities business is engaged in securities underwriting, trading and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of its customers, in debt or equity securities or loans of the Buyer, the Company, VMware or any other company, or any currency or commodity, that may be involved in this transaction, or any related derivative instrument. In addition, Morgan Stanley, its affiliates, directors or officers, including individuals working with the Company in connection with this transaction, may have committed and may commit in the future to invest in investment funds managed by affiliates of Morgan Stanley that in the ordinary course may hold direct equity and/or partnership interests in private equity funds managed by affiliates of the Buyer. In addition, a director of the Company is also a member of the Morgan Stanley board of directors and qualifies as an “independent director” under Morgan Stanley’s corporate governance policies.

This opinion has been approved by a committee of Morgan Stanley investment banking and other professionals in accordance with our customary practice. This opinion is for the information of the Board of Directors of the Company and may not be used for any other purpose without our prior written consent, except that a copy of this opinion may be included in its entirety in any filing the Company is required to make with the Securities and Exchange Commission in connection with this transaction if such inclusion is required by applicable law. In addition, this opinion does not in any manner address the prices at which the Class V Common Stock will trade following consummation of the Merger or at any time and Morgan Stanley expresses no opinion or recommendation as to how the shareholders of the Company should vote at the shareholders’ meeting to be held in connection with the Merger.

Based on and subject to the foregoing, we are of the opinion on the date hereof that the Merger Consideration to be received by the holders of shares of the Company Common Stock pursuant to the Merger Agreement is fair from a financial point of view to the holders of shares of the Company Common Stock.

Very truly yours,

MORGAN STANLEY & CO. LLC

By: /s/ Robert Eatroff
Robert Eatroff
Managing Director

Annex G

October 11, 2015

The Board of Directors of
EMC Corporation
176 South Street
Hopkinton, MA 01748

Members of the Board of Directors:

We understand that EMC Corporation, a Massachusetts corporation (the "Company"), proposes to enter into an Agreement and Plan of Merger, to be dated as of October 12, 2015 (the "Merger Agreement"), with Denali Holding Inc., a Delaware corporation ("Parent"), Dell Inc., a Delaware corporation and Universal Acquisition Co., a Delaware corporation and a direct wholly owned subsidiary of Parent ("Merger Sub"), pursuant to which Merger Sub will be merged with and into the Company (the "Merger"). As a result of the Merger, each outstanding share of the Company's common stock, par value $0.01 per share (the "Company Common Stock"), other than Company Common Stock directly or indirectly owned by Parent or Merger Sub, Company Common Stock beneficially owned by a Subsidiary of the Company that is directly or indirectly wholly owned by the Company and any Dissenting Shares, will be converted into the right to receive (i) a number of shares of Class V Common Stock, par value, $0.01 per share, of Parent (which will have the terms set forth in the Amended and Restated Certificate of Incorporation of Parent attached as Exhibit C to the Merger Agreement) equal to the quotient obtained by dividing (I) 222,966,450 by (II) the aggregate number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (including shares issued as a result of vesting of Company Equity Awards) (the "Stock Consideration") and (ii) $24.05 in cash, without interest (the "Cash Consideration" and, together with the Stock Consideration, the "Merger Consideration"). The terms and conditions of the Merger are more fully set forth in the Merger Agreement and terms used herein and not defined shall have the meanings ascribed thereto in the Merger Agreement.

The Board of Directors has asked us whether, in our opinion, the Merger Consideration is fair, from a financial point of view, to the holders of shares of Company Common Stock entitled to receive such Merger Consideration.

In connection with rendering our opinion, we have, among other things:

(i) reviewed certain publicly available business and financial information relating to the Company and VMware, Inc. ("VMware") that we deemed to be relevant, including publicly available research analysts' estimates;

(ii) reviewed certain non-public historical financial statements and other non-public historical financial and operating data relating to the Company and VMware prepared and furnished to us by management of the Company;

(iii) reviewed certain non-public projected financial data relating to the Company under alternative business assumptions and certain non-public projected financial data relating to the Company, the Company (excluding VMware) and VMware on a stand-alone basis, each prepared and furnished to us by management of the Company;

(iv) reviewed certain non-public historical and projected operating data relating to the Company prepared and furnished to us by management of the Company;

(v) discussed the past and current operations, financial projections and current financial condition of the Company with management of the Company (including their views on the risks and uncertainties of achieving such projections);

(vi) reviewed the reported prices and the historical trading activity of the Company Common Stock and VMware common stock;

(vii) reviewed certain publicly available information relating to financial performance of publicly traded tracking stock of other companies;

(viii) compared the financial performance of the Company and its stock market trading multiples with those of certain other publicly traded companies that we deemed relevant;

(ix) reviewed a draft of the Merger Agreement, dated October 11, 2015, including a draft of Exhibit C thereto received on the same date, which we have assumed are in substantially final form and from which we assume the final form will not vary in any respect material to our analysis;

(x) reviewed Parent's proposed sources and uses of funds in connection with the transactions contemplated by the Merger Agreement; and

(xi) performed such other analyses and examinations and considered such other factors that we deemed appropriate.

For purposes of our analysis and opinion, we have assumed and relied upon, without undertaking any independent verification of, the accuracy and completeness of all of the information publicly available, and all of the information supplied or otherwise made available to, discussed with, or reviewed by us, and we assume no liability therefor. With respect to the projected financial data relating to the Company and VMware referred to above, we have assumed that they have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of management of the Company as to the future financial performance of the Company and VMware under the alternative business assumptions reflected therein. We express no view as to any projected financial data relating to the Company or VMware, or the assumptions on which they are based. We have further assumed that (i) Parent and its Subsidiaries will be Solvent immediately after giving effect to the transactions contemplated by the Merger Agreement and (ii) neither Parent nor any of its Subsidiaries will incur any material Tax obligation as a result of the consummation of the transactions contemplated by the Merger Agreement. We have also assumed that the Merger, together with the related transactions contemplated by the Merger Agreement, will qualify as an exchange within the meaning of Section 351 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

For purposes of rendering our opinion, we have assumed, in all respects material to our analysis, that the representations and warranties of each party contained in the Merger Agreement are true and correct, that each party will perform all of the covenants and agreements required to be performed by it under the Merger Agreement and that all conditions to the consummation of the Merger will be satisfied without material waiver or modification thereof. We have further assumed that all governmental, regulatory or other consents, approvals or releases necessary for the consummation of the Merger will be obtained without any material delay, limitation, restriction or condition that would have an adverse effect on the Company or the consummation of the Merger or materially reduce the benefits to the holders of the Company Common Stock of the Merger.

We have not made nor assumed any responsibility for making any independent valuation or appraisal of the assets or liabilities of the Company, nor have we been furnished with any such appraisals, nor have we evaluated the solvency or fair value of the Company under any state or federal laws relating to bankruptcy, insolvency or similar matters. Our opinion is necessarily based upon information made available to us as of the date hereof and financial, economic, market and other conditions as they exist and as can be evaluated on the date hereof. It is understood that subsequent developments may affect this opinion and that we do not have any obligation to update, revise or reaffirm this opinion.

We have not been asked to pass upon, and express no opinion with respect to, any matter other than the fairness to the holders of the Company Common Stock, from a financial point of view, of the Merger Consideration. We do not express any view on, and our opinion does not address, the fairness of the proposed transaction to, or any consideration received in connection therewith by, the holders of any other securities, creditors or other constituencies of the Company, nor as to the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of the Company, or any class of such persons, whether relative to the Merger Consideration or otherwise. We have assumed that any modification

to the structure of the transaction will not vary in any respect material to our analysis. Our opinion does not address the relative merits of the Merger as compared to other business or financial strategies that might be available to the Company, nor does it address the underlying business decision of the Company to engage in the Merger. In arriving at our opinion, we were not authorized to solicit, and did not solicit, interest from any third party with respect to the acquisition of any or all of the Company Common Stock or any business combination or other extraordinary transaction involving the Company. This letter, and our opinion, does not constitute a recommendation to the Board of Directors or to any other persons in respect of the Merger, including as to how any holder of shares of Company Common Stock should vote or act in respect of the Merger. We express no opinion herein as to the price at which shares of Parent, including Class V Common Stock, or shares of VMware will trade at any time. We are not legal, regulatory, accounting or tax experts and have assumed the accuracy and completeness of assessments by the Company and its advisors with respect to legal, regulatory, accounting and tax matters.

We will receive a fee for our services upon the rendering of this opinion. The Company has also agreed to reimburse our expenses and to indemnify us against certain liabilities arising out of our engagement. We will also be entitled to receive a success fee if the Merger is consummated. Prior to this engagement, we, Evercore Group L.L.C. and its affiliates, provided financial advisory services to the Company and had received fees for the rendering of these services including the reimbursement of expenses. During the two year period prior to the date hereof, the only material relationship that existed between Evercore Group L.L.C. and its affiliates and Parent pursuant to which compensation was received by Evercore Group L.L.C. or its affiliates as a result of such a relationship was the representation of the Special Committee of the Board of Directors of Dell Inc. in relation to its acquisition by a consortium of investors. Prior to this engagement, we, Evercore Group L.L.C. and its affiliates, have also performed services for certain portfolio companies of funds managed by Silver Lake Partners, which also manages funds that are investors in Parent, and have received customary fees for rendering these services. We may provide financial or other services to Parent (or the Surviving Corporation) in the future and in connection with any such services we may receive compensation. In the ordinary course of business, Evercore Group L.L.C. or its affiliates may actively trade the securities, or related derivative securities, or financial instruments of the Company, VMware, Parent and their respective affiliates, for its own account and for the accounts of its customers and, accordingly, may at any time hold a long or short position in such securities or instruments.

This letter, and the opinion expressed herein is addressed to, and for the information and benefit of, the Board of Directors in connection with their evaluation of the proposed Merger. The issuance of this opinion has been approved by an Opinion Committee of Evercore Group L.L.C.

Based upon and subject to the foregoing, it is our opinion that, as of the date hereof, the Merger Consideration is fair, from a financial point of view, to the holders of the shares of Company Common Stock entitled to receive such Merger Consideration.

Very truly yours,

EVERCORE GROUP L.L.C.

By: /s/ J. Stuart Francis
J. Stuart Francis
Senior Managing Director

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

The following is only a general summary of certain aspects of Delaware law, the Denali certificate and the Denali bylaws related to indemnification of directors and officers, and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of Sections 145 and 102(b)(7) of the DGCL, Article X of the Denali certificate and Article VIII of the Denali bylaws.

Section 145 of the DGCL generally provides that all directors and officers (as well as other employees and individuals) may be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with certain specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation, or a derivative action), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard of care is applicable in the case of derivative actions, except that indemnification extends only to expenses (including attorneys' fees) incurred in connection with defense or settlement of an action, and the DGCL requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. Section 145 of the DGCL also provides that the rights conferred thereby are not exclusive of any other right to which any person may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and permits a corporation to advance expenses to or on behalf of a person entitled to be indemnified upon receipt of an undertaking to repay the amounts advanced if it is determined that the person is not entitled to be indemnified.

Article X of the Denali certificate and Article VIII of the Denali bylaws provide that each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, referred to as a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was or has agreed to become a director or officer of Denali or is or was serving or has agreed to serve at the request of Denali as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving or having agreed to serve as a director or officer, shall be indemnified and held harmless by Denali to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder and shall inure to the benefit of his or her heirs, executors and administrators.

As permitted by Section 102(b)(7) of the DGCL, the Denali certificate provides that a director of Denali shall not be personally liable to Denali or its stockholders for monetary damages for breach of fiduciary duty as a director, except for such liability as is expressly not subject to limitation under the DGCL, as the same exists or may hereafter be amended to further limit or eliminate such liability.

As permitted by Section 145(g) of the DGCL, Denali also maintains a directors' and officers' insurance policy which insures the directors and officers of Denali against liability asserted against such persons in such capacity whether or not such directors or officers have the right to indemnification pursuant to the Denali bylaws or otherwise.

Item 21. Exhibits and Financial Statement Schedules.

Exhibit Number	Description
2.1†	Agreement and Plan of Merger, dated as of October 12, 2015, as amended by the First Amendment to Agreement and Plan of Merger, dated as of May 16, 2016, among Denali Holding Inc., Dell Inc., Universal Acquisition Co. and EMC Corporation (a composite copy of which is included as *Annex A* to the proxy statement/prospectus forming part of this Registration Statement and incorporated herein by reference).
3.1	Form of Fourth Amended and Restated Certificate of Incorporation of Denali Holding Inc. (included as *Annex B* to the proxy statement/prospectus forming part of this Registration Statement and incorporated herein by reference).
3.2	Form of Amended and Restated Bylaws of Denali Holding Inc. (included as *Annex C* to the proxy statement/prospectus forming part of this Registration Statement and incorporated herein by reference).
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4.2	Officers' Certificate pursuant to Section 301 of the Indenture establishing the terms of Dell Inc.'s 7.10% Senior Debentures Due 2028 (incorporated by reference to Exhibit 99.4 of Dell Inc.'s Current Report on Form 8-K filed April 28, 1998, Commission File No. 0-17017).
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4.4	Indenture, dated as of April 17, 2008, between Dell Inc. and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), as trustee (including the form of notes) (incorporated by reference to Exhibit 4.1 of Dell Inc.'s Current Report on Form 8-K filed April 17, 2008, Commission File No. 0-17017).
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8.1	Opinion of Simpson Thacher & Bartlett LLP relating to tax matters.
8.2	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP relating to tax matters.
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10.2*	Form of Amended and Restated Registration Rights Agreement, to be entered into among Denali Holding Inc. and the stockholders of Denali Holding Inc. party thereto.

Exhibit Number	Description
10.3	Dell Inc. 2012 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.1 of Dell Inc.'s Current Report on Form 8-K filed July 19, 2012, Commission File No. 0-17017).
10.4*	Denali Holding Inc. 2013 Stock Incentive Plan.
10.5*	Dell Inc. Annual Incentive Bonus Plan.
10.6*	Dell Inc. Special Incentive Bonus Plan.
10.7*	Employment Agreement, dated as of October 29, 2013, between Michael S. Dell and Denali Holding Inc.
10.8*	Stock Option Agreement, dated as of November 25, 2013, between Michael S. Dell and Denali Holding Inc. for grant to Michael S. Dell under the Denali Holding Inc. 2013 Stock Incentive Plan.
10.9*	Form of Stock Option Agreement – Performance Vesting Option for grants to executive officers under the Denali Holding Inc. 2013 Stock Incentive Plan.
10.10*	Form of Stock Option Agreement – Performance Vesting Option for grants to employees under the Denali Holding Inc. 2013 Stock Incentive Plan.
10.11*	Form of Stock Option Agreement – Time Vesting Option for grants to executive officers under the Denali Holding Inc. 2013 Stock Incentive Plan.
10.12*	Form of Stock Option Agreement – Time Vesting Option for grants to employees under the Denali Holding Inc. 2013 Stock Incentive Plan.
10.13*	Form of Dell Inc. Long-Term Cash Incentive and Retention Award for Fiscal 2016 awards under the Dell Inc. 2012 Long-Term Incentive Plan.
10.14*	Severance for Protection Period Agreement, dated March 19, 2015, between Dell Inc. and Rory P. Read.
10.15*	Protection of Sensitive Information, Noncompetition and Nonsolicitation Agreement, dated March 19, 2015, between Dell Inc. and Rory P. Read.
10.16*	Form of Protection of Sensitive Information, Noncompetition and Nonsolicitation Agreement.
10.17*	Form of Indemnification Agreement between Denali Holding Inc. and each of its directors and officers.
10.18	Third Amended and Restated Facilities Commitment Letter, dated May 27, 2016, among Denali Holding Inc., Denali Intermediate Inc., Dell Inc. and the commitment parties party thereto.
21.1*	Subsidiaries of Denali Holding Inc.
23.1*	Consent of Simpson Thacher & Bartlett LLP (contained in Exhibit 5.1).
23.2	Consent of Simpson Thacher & Bartlett LLP (contained in Exhibit 8.1).
23.3	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (contained in Exhibit 8.2).
23.4	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm of Denali Holding Inc.
23.5	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm of EMC Corporation.
24.1*	Power of Attorney (contained on signature page previously filed).
99.1*	Form of Proxy Card of EMC Corporation.
99.2	Consent of Morgan Stanley & Co. LLC.
99.3	Consent of Evercore Group L.L.C.

* Previously filed.

† Annexes, schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. Denali agrees to furnish supplementally a copy of any omitted attachment to the Securities and Exchange Commission on a confidential basis upon request.

Item 22. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser: if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) That prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c) under the Securities Act, the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(8) That every prospectus: (i) that is filed pursuant to the immediately preceding paragraph, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(9) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(10) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(11) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this Amendment No. 6 to this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Round Rock, Texas, on June 3, 2016.

DENALI HOLDING INC.

By: *

Name: Michael S. Dell

Title: Chairman of the Board and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Amendment No. 6 to this registration statement has been signed by the following persons in the capacities indicated below on June 3, 2016.

Name	Title
* Name: Michael S. Dell	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)
* Name: Thomas W. Sweet	Senior Vice President and Chief Financial Officer (Principal Financial Officer)
* Name: Maya McReynolds	Vice President and Chief Accounting Officer (Principal Accounting Officer)
* Name: Egon Durban	Director
* Name: Simon Patterson	Director

* By: /s/ Janet B. Wright
Janet B. Wright
Attorney-in-Fact

EXHIBIT INDEX

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10.5*	Dell Inc. Annual Incentive Bonus Plan.
10.6*	Dell Inc. Special Incentive Bonus Plan.
10.7*	Employment Agreement, dated as of October 29, 2013, between Michael S. Dell and Denali Holding Inc.
10.8*	Stock Option Agreement, dated as of November 25, 2013, between Michael S. Dell and Denali Holding Inc. for grant to Michael S. Dell under the Denali Holding Inc. 2013 Stock Incentive Plan.
10.9*	Form of Stock Option Agreement – Performance Vesting Option for grants to executive officers under the Denali Holding Inc. 2013 Stock Incentive Plan.
10.10*	Form of Stock Option Agreement – Performance Vesting Option for grants to employees under the Denali Holding Inc. 2013 Stock Incentive Plan.
10.11*	Form of Stock Option Agreement – Time Vesting Option for grants to executive officers under the Denali Holding Inc. 2013 Stock Incentive Plan.
10.12*	Form of Stock Option Agreement – Time Vesting Option for grants to employees under the Denali Holding Inc. 2013 Stock Incentive Plan.
10.13*	Form of Dell Inc. Long-Term Cash Incentive and Retention Award for Fiscal 2016 awards under the Dell Inc. 2012 Long-Term Incentive Plan.
10.14*	Severance for Protection Period Agreement, dated March 19, 2015, between Dell Inc. and Rory P. Read.
10.15*	Protection of Sensitive Information, Noncompetition and Nonsolicitation Agreement, dated March 19, 2015, between Dell Inc. and Rory P. Read.
10.16*	Form of Protection of Sensitive Information, Noncompetition and Nonsolicitation Agreement.
10.17*	Form of Indemnification Agreement between Denali Holding Inc. and each of its directors and officers.
10.18	Third Amended and Restated Facilities Commitment Letter, dated May 27, 2016, among Denali Holding Inc., Denali Intermediate Inc., Dell Inc. and the commitment parties party thereto.
21.1*	Subsidiaries of Denali Holding Inc.
23.1*	Consent of Simpson Thacher & Bartlett LLP (contained in Exhibit 5.1).
23.2	Consent of Simpson Thacher & Bartlett LLP (contained in Exhibit 8.1).
23.3	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (contained in Exhibit 8.2).
23.4	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm of Denali Holding Inc.
23.5	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm of EMC Corporation.
24.1*	Power of Attorney (contained on signature page previously filed).
99.1*	Form of Proxy Card of EMC Corporation.
99.2	Consent of Morgan Stanley & Co. LLC.
99.3	Consent of Evercore Group L.L.C.

* Previously filed.

† Annexes, schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. Denali agrees to furnish supplementally a copy of any omitted attachment to the Securities and Exchange Commission on a confidential basis upon request.

Exhibit 4.14

Execution Version

BASE INDENTURE

Dated as of June 1, 2016

Among

DIAMOND 1 FINANCE CORPORATION
and
DIAMOND 2 FINANCE CORPORATION,
as Issuers,

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and Notes Collateral Agent

FIRST LIEN NOTES

AS MAY BE ISSUED FROM TIME TO TIME IN ONE OR MORE SERIES

CROSS-REFERENCE TABLE*

Trust Indenture Act Section	Indenture Section
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	7.10
(b)	7.10
(c)	N.A.
311(a)	7.11
(b)	7.11
(c)	N.A.
312(a)	2.05
(b)	13.03
(c)	13.03
313(a)	7.06
(b)(1)	N.A.
(b)(2)	7.06; 7.07
(c)	7.06; 13.02
(d)	7.06
314(a)	13.02; 13.05
(b)	N.A.
(c)(1)	13.04
(c)(2)	13.04
(c)(3)	N.A.
(d)	12.02(e)
(e)	13.05
(f)	N.A.
315(a)	7.01
(b)	7.05; 13.02
(c)	7.01
(d)	7.01
(e)	6.14
316(a)(last sentence)	2.09
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(a)(2)	N.A.
(b)	6.07
(c)	1.05(e); 2.12; 9.04
317(a)(1)	6.08
(a)(2)	6.12
(b)	2.04
318(a)	13.01
(b)	N.A.
(c)	13.01

N.A. means not applicable.

* This Cross-Reference Table is not part of the Indenture.

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COVENANTS

ARTICLE 5

SUCCESSORS

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DEFAULTS AND REMEDIES

EXHIBITS

INDENTURE, dated as of June 1, 2016, among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), and The Bank of New York Mellon Trust Company, N.A., a national banking association, as Trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Notes Collateral Agent").

W I T N E S S E T H

WHEREAS, the Fincos have duly authorized the execution and delivery of this Indenture to provide for the issuance of first lien notes in an unlimited aggregate principal amount to be issued from time to time in one or more series, including the first lien notes in such principal amounts, to bear such rates of interest, to mature at such time or times and to have such other provisions as shall be set forth in the supplemental indentures dated as of the date hereof (the "Initial Notes"); and

WHEREAS, all things necessary to make this Indenture a valid and legally binding agreement of the Fincos, in accordance with its terms, have been done.

NOW, THEREFORE, the Fincos, the Trustee and the Notes Collateral Agent agree as follows for the benefit of each other and, except as provided herein, for the equal and ratable benefit of the Holders of the Notes of any series:

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01. Definitions.

"144A Global Note" means, with respect to each series of Notes, a Global Note substantially in the form of Exhibit A hereto, or in such other form as shall be established in one or more supplemental indentures, in each case, with such appropriate insertions, omissions, substitutions and other variations as are required or not prohibited by this Indenture, bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes of such series sold in reliance on Rule 144A.

"ABS Facilities" means, collectively, the Term/Commercial Receivables Facility, the Revolving/Consumer Receivables Facility, the EMEA Facility and the Canadian Revolving/Commercial Receivables Facility.

"Additional Assets" means (1) any property or other assets used or useful in a Similar Business, (2) the Capital Stock of a Person that becomes a Subsidiary of Covenant Parent as a result of the acquisition of such Capital Stock by Covenant Parent or a Subsidiary of Covenant Parent, or (3) Capital Stock constituting a minority interest in any Person that at such time is a Subsidiary of Covenant Parent; provided, however, that any Subsidiary described in clause (2) or (3) above is engaged in a Similar Business.

"Additional First Lien Obligations" means the Obligations with respect to any indebtedness having Pari Passu Lien Priority (but without regard to the control of remedies) relative to the Notes with respect to the Collateral; provided that an authorized representative of the holders of such indebtedness shall have executed a joinder to the First Lien Intercreditor Agreement (or entered into such other intercreditor agreement having substantially similar terms as the First Lien Intercreditor Agreement, taken as a whole).

"Additional First Lien Secured Parties" means the holders of any Additional First Lien Obligations and any trustee, collateral agent, authorized representative or agent of such Additional First Lien Obligations.

"Additional Merger Financing" means Indebtedness incurred under any debt facilities (including, without limitation, the Senior Credit Facilities and the Asset Sale Bridge Facility) or other financing arrangements (including, without limitation, commercial paper facilities or indentures) providing for revolving credit loans, term loans, letters of credit or other Indebtedness, including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, in order to finance the Dell-EMC Merger (including, for the avoidance of doubt, any fees and expenses related thereto and any Indebtedness incurred after the Effective Date to finance any consideration or other payments made to holders of Equity Interests in EMC pursuant, or any obligations attributable, to any exercise of appraisal rights by such holders and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto), but excluding Indebtedness incurred under the Margin Bridge Facility and the VMware Note Bridge Facility.

"Additional Notes" means additional Notes issued pursuant to the terms of any supplemental indenture (other than the Initial Notes, Exchange Notes issued in exchange for such Initial Notes, any additional Notes issued pursuant to Sections 2.06, 2.07, 2.10 or 9.05 of this Indenture or additional Notes issued in respect of the remaining portion of any Notes redeemed in part as provided for under any supplemental indenture).

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"Agent" means any Registrar or Paying Agent.

"Aggregate Debt" means, as of the date of determination, the sum of (1) the aggregate principal amount of Indebtedness of the Issuers and their Restricted Subsidiaries secured by Liens (other than Permitted Post-Release Liens) that is not permitted by Section 4.12(b) and (2) the Attributable Indebtedness of the Issuers and their Restricted Subsidiaries in respect of Sale and Lease-Back Transactions entered into after the occurrence of a Release Event pursuant to Section 4.11(b).

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary, Euroclear and/or Clearstream that apply to such transfer or exchange.

"Asset Sale" means:

(1) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a sale and lease-back transaction) of any Covenant Party (each referred to in this definition as a "disposition"); or

(2) the issuance or sale of Equity Interests of any Credit Facilities Restricted Subsidiary and any other Subsidiary for which an agreement to sell such Equity Interests has been entered into by Covenant Parent or any of its Subsidiaries within 12 months of the Issue Date, whether in a single transaction or a series of related transactions;

in each case, other than:

(a) any disposition of Cash Equivalents or Investment Grade Securities or obsolete, damaged, unnecessary, unsuitable or worn out property or equipment or other assets, in each case, in the ordinary course of business or any disposition of inventory, immaterial assets or goods (or other assets), property or equipment held for sale or no longer used or useful, or economically practicable to maintain, in the conduct of the business of Covenant Party and any of its Subsidiaries;

(b) the disposition of all or substantially all of the assets of any Covenant Party in a manner permitted pursuant to the provisions described under Section 5.01 or any disposition that constitutes a Change of Control pursuant to this Indenture;

(c) any disposition of property or assets, or issuance or sale of Equity Interests of any Covenant Party, in any single transaction or series of related transactions with an aggregate fair market value of less than the greater of (x) $150.0 million and (y) 1% of Consolidated Net Tangible Assets;

(d) any disposition of property or assets or issuance of securities by a Covenant Party to Covenant Parent or any of its Subsidiaries;

(e) any disposition of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property, (ii) an amount equal to the Net Proceeds of such disposition are promptly applied to the purchase price of similar replacement property or (iii) to the extent allowable under Section 1031 of the Code, or any comparable or successor provision, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(f) the lease, assignment, sublease, license or sublicense of any real or personal property (including the provision of software under an open source license) in the ordinary course of business;

(g) foreclosures, condemnation, expropriation, forced dispositions, eminent domain or any similar action (whether by deed in lieu of condemnation or otherwise) with respect to assets or the granting of Liens not prohibited by this Indenture, and transfers of any property that have been subject to a casualty to the respective insurer of such property as part of an insurance settlement;

(h) sales of (i) accounts receivable in connection with the collection or compromise thereof (including sales to factors or other third parties) and (ii) receivables, DFS Financing Assets and related assets pursuant to any Permitted Receivables Financing or any participation therein;

(i) any financing transaction with respect to property built or acquired by any Covenant Party after the Effective Date, including sale and lease-back transactions and assets securitizations permitted by this Indenture;

(j) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or other litigation claims in the ordinary course of business;

(k) the sale, lease, assignment, license, sublease or discount of inventory, equipment, accounts receivable, notes receivable or other assets in the ordinary course of business or the conversion of accounts receivable for notes receivable or other dispositions of accounts receivable in connection with the collection or compromise thereof;

(l) the licensing, sub-licensing or cross-licensing of intellectual property or other general intangibles in the ordinary course of business or that is immaterial;

(m) the unwinding of any Hedging Obligations or Cash Management Obligations;

(n) sales, transfers and other dispositions of investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(o) the lapse, abandonment or invalidation of intellectual property rights, which in the reasonable determination of the Board of Directors of Covenant Parent or the senior management thereof are not material to the conduct of the business of Covenant Parent and its Subsidiaries, taken as a whole, or are no longer used or useful or no longer economically practicable or commercially reasonable to maintain;

(p) the issuance of directors' qualifying shares and shares issued to foreign nationals or other third parties as required by applicable law;

(q) the sale or discount (with or without recourse) (including by way of assignment or participation) of DFS Financing Assets or other receivables (including, without limitation, trade and lease receivables) and related assets in connection with a Permitted Receivables Financing;

(r) the disposition of any assets (including Equity Interests) (i) acquired in a transaction, which assets are not used or useful in the core or principal business of Covenant Parent and its Subsidiaries, or (ii) made in connection with the approval of any applicable antitrust authority or otherwise necessary or advisable in the good faith determination of Covenant Parent to consummate any acquisition; and

(s) the sales of property or assets (other than property or assets for which an agreement to sell such property or assets has been entered into by Covenant Parent or any of its Subsidiaries within 12 months of the Issue Date as specified in clause (2) above) for an aggregate fair market value not to exceed (x) $2,000.0 million and (y) 15% of Consolidated Net Tangible Assets.

"Asset Sale Bridge Facility" means the senior unsecured bridge facility expected to be entered into in connection with the EMC Transactions in the event the Dell Services Transaction is not consummated concurrently with or prior to the consummation of the Dell-EMC Merger, by and among

Dell International, the other borrowers and guarantors party thereto, the lenders party thereto and the other agents party thereto as the same may be in effect from time to time, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings, replacements, exchanges or refinancings thereof, in whole or in part, and any financing arrangements that amend, supplement, modify, extend, renew, restate, refund, replace, exchange or refinance any part thereof, including, without limitation, any such amended, supplemented, modified, extended, renewed, restated, refunding, replacement, exchanged or refinancing financing arrangement that increases the amount permitted to be borrowed or issued thereunder or alters the maturity thereof or adds Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, trustee, lender or group of lenders, investors, holders or otherwise.

"Attributable Indebtedness" when used in connection with a Sale and Lease-Back Transaction relating to a Principal Property means, at the time of determination, the lesser of (a) the fair market value of property or assets involved in the Sale and Lease-Back Transaction, (b) the present value of the total net amount of rent required to be paid under such lease during the remaining term thereof (including any renewal term or period for which such lease has been extended), computed by discounting from the respective due dates to such date such total net amount of rent at the rate of interest set forth or implicit in the terms of such lease or, if not practicable to determine such rate, the rate per annum equal to the weighted average interest rate per annum borne by the Notes of each series outstanding pursuant to this Indenture compounded semi-annually, or (c) if the obligation with respect to the Sale and Lease-Back Transaction constitutes a Capitalized Lease Obligation, the amount equal to the capitalized amount of such obligation determined in accordance with GAAP and included in the financial statements of the lessee. For purposes of the foregoing definition, rent shall not include amounts required to be paid by the lessee, whether or not designated as rent or additional rent, on account of or contingent upon maintenance and repairs, insurance, taxes, assessments, water rates and similar charges. In the case of any lease that is terminable by the lessee upon the payment of a penalty, such net amount shall be the lesser of the net amount determined assuming termination upon the first date such lease may be terminated (in which case the net amount shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) or the net amount determined assuming no such termination.

"Bank Collateral Agent" means the collateral agent for the lenders and other secured parties under the Senior Credit Facilities, together with its successors and permitted assigns under the Senior Credit Facilities.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Bankruptcy Law" means the Bankruptcy Code and any similar federal, state or foreign law for the relief of debtors.

"Board of Directors" with respect to a Person means the board of directors (or similar body) of such Person or any committee thereof duly authorized to act on behalf of such board of directors (or similar body).

"Business Day" means each day which is not a Legal Holiday.

"Canadian Revolving/Commercial Receivables Facility" means the transactions contemplated from time to time in that certain Second Amended and Restated Credit Agreement, dated as of April 15, 2016, by and among Dell Financial Services Canada Limited, Wells Fargo Capital Finance Corporation Canada, RBC Capital Markets and the financial institutions from time to time party thereto.

"Capital Stock" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Capitalized Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP as in effect on the Issue Date.

"Cash Equivalents" means:

(1) United States dollars;

(2) (a) Canadian dollars, Australia dollars, Chinese yuan, Japanese yen, euro, pound sterling or any national currency of any participating member state of the EMU; or

(b) other currencies held by Covenant Parent and its Subsidiaries from time to time in the ordinary course of business;

(3) securities issued or directly and fully and unconditionally guaranteed or insured by the U.S. government or any agency or instrumentality thereof as a full faith and credit obligation of the U.S. government, with average maturities of 24 months or less from the date of acquisition;

(4) certificates of deposit, time deposits and eurodollar time deposits with average maturities of one year or less from the date of acquisition, demand deposits, bankers' acceptances with average maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank having capital and surplus of not less than $100.0 million in the case of U.S. banks or other U.S. financial institutions and $100.0 million (or the U.S. dollar equivalent as of the date of determination) in the case of non-U.S. banks or other non-U.S. financial institutions;

(5) repurchase obligations for underlying securities of the types described in clauses (3), (4) and (10) entered into with any financial institution meeting the qualifications specified in clause (4) above;

(6) commercial paper rated at least P-2 by Moody's or at least A-2 by S&P (or, if at any time, neither Moody's nor S&P shall be rating such obligations, an equivalent rating from

another Rating Agency) and variable or fixed rate notes issued by any financial institution meeting the qualifications specified in clause (4) above, in each case, with average maturities of 36 months after the date of creation thereof;

(7) marketable short-term money market and similar securities having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency);

(8) investment funds investing at least 90% of their assets in securities of the types described in clauses (1) through (7) above and (9) through (12) below;

(9) securities issued or directly and fully and unconditionally guaranteed by any state, commonwealth or territory of the United States of America or any political subdivision or taxing authority of any such state, commonwealth or territory or any public instrumentality thereof or any political subdivision or taxing authority of any such state, commonwealth or territory or any public instrumentality thereof having average maturities of not more than 36 months from the date of acquisition thereof;

(10) readily marketable direct obligations issued or directly and fully and unconditionally guaranteed by any foreign government or any political subdivision or public instrumentality thereof, in each case (other than in the case of such securities issued or guaranteed by any participating member state of the EMU) having an Investment Grade Rating from either Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency) with average maturities of 36 months or less from the date of acquisition;

(11) Indebtedness or Preferred Stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency) with average maturities of 36 months or less from the date of acquisition;

(12) investments with average maturities of 36 months or less from the date of acquisition in money market funds rated A (or the equivalent thereof) or better by S&P or A2 (or the equivalent thereof) or better by Moody's (or, if at any time, neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency);

(13) in the case of investments by any Foreign Subsidiary of Covenant Parent, investments for cash management purposes of comparable tenor and credit quality to those described in the foregoing clauses (1) through (12) customarily utilized in countries in which such Foreign Subsidiary operates; and

(14) investments, classified in accordance with GAAP as current assets, in money market investment programs that are registered under the Investment Company Act of 1940 or that are administered by financial institutions meeting the qualifications specified in clause (4) above, and, in either case, the portfolios of which are limited such that substantially all of such investments are of the character, quality and maturity described in clauses (1) through (13) of this definition.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) and (2) above; provided that such amounts are converted into any currency listed in clauses (1) and (2) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

For the avoidance of doubt, any items identified as Cash Equivalents under this definition will be deemed to be Cash Equivalents under this Indenture regardless of the treatment of such items under GAAP.

"Cash Management Obligations" means (1) obligations in respect of any overdraft and related liabilities arising from treasury, depository, cash pooling arrangements and cash management or treasury services or any automated clearing house transfers of funds, (2) other obligations in respect of netting services, employee credit or purchase card programs and similar arrangements and (3) obligations in respect of any other services related, ancillary or complementary to the foregoing (including any overdraft and related liabilities arising from treasury, depository, cash pooling arrangements and cash management services, corporate credit and purchasing cards and related programs or any automated clearing house transfers of funds).

"Change of Control" means the occurrence of one or more of the following events after the Effective Date (and excluding, for the avoidance of doubt, the Transactions):

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of Denali and its Subsidiaries, taken as a whole, to any Person other than any Permitted Holders;

(2) Denali becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act), including any group acting for the purpose of acquiring, holding or disposing of Equity Interests of Denali (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), other than the Permitted Holders, in a single transaction or in a related series of transactions, by way of merger, consolidation or other business combination or purchase, of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of 50% or more of the total voting power of the Voting Stock entitled to vote for the election of directors of Denali having a majority of the aggregate votes on the Board of Directors of Denali, unless the Permitted Holders otherwise have the right (pursuant to contract, proxy or otherwise), directly or indirectly, to designate, nominate or appoint directors of Denali having a majority of the aggregate votes on the Board of Directors of Denali;

(3) Denali consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, Denali, in any such event pursuant to a transaction in which any of Denali's outstanding Voting Stock or the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of Denali's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving Person or any direct or indirect parent company of the surviving Person, measured by voting power rather than number of shares, immediately after giving effect to such transaction;

(4) either of the Issuers shall cease to be a direct or indirect Subsidiary of Denali; or

(5) the adoption by Denali of a plan providing for its liquidation or dissolution.

Notwithstanding the preceding or any provision of Section 13d-3 of the Exchange Act, (i) a Person or group shall not be deemed to beneficially own Voting Stock subject to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Voting Stock in connection with the transactions contemplated by such agreement, (ii) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of Denali owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred and (iii) a Person or group will not be deemed to beneficially own the Voting Stock of another Person as a result of its ownership of Voting Stock or other securities of such other Person's Parent Entity (or related contractual rights) unless it owns 50% or more of the total voting power of the Voting Stock entitled to vote for the election of directors of such Parent Entity having a majority of the aggregate votes on the Board of Directors of such Parent Entity.

"Change of Control Triggering Event" means, with respect to any series of Notes, the occurrence of both a Change of Control and a Rating Decline with respect to such series of Notes.

"Clearstream" means Clearstream Banking, Société Anonyme, or any successor securities clearance agency.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor thereto.

"Collateral" means all of the assets and property of the Covenant Parties, whether real, personal or mixed, securing or purported to secure any First Lien Notes Obligations.

"Consolidated Net Tangible Assets" means, at any time, the aggregate amount of assets (less applicable reserves and other properly deductible items) after deducting therefrom (1) all current liabilities, except for (a) notes and loans payable, (b) current maturities of long-term debt and (c) current maturities of obligations under Capitalized Lease Obligations (such current liabilities referred to in this clause (1), less the items set forth in sub-clauses (a) through (c), the "Adjusted Current Liabilities"), and (2) to the extent included in such aggregate amount of assets, all intangible assets, goodwill, trade names, trademarks, patents, organization and development expenses, unamortized debt discount and expenses and deferred charges (other than capitalized unamortized product development costs, such as, without limitation, capitalized hardware and software development costs) (such items referred to in this clause (2), the "Intangible Assets"), all as set forth on the most recent consolidated balance sheet of Covenant Parent and its Subsidiaries as of the end of the most recently ended fiscal quarter of Covenant Parent prior to the applicable date of determination for which financial statements are available; provided that, for purposes of testing the covenants under this Indenture in connection with any transaction, (i) the assets and Intangible Assets of Covenant Parent and its Subsidiaries shall be adjusted to reflect any acquisitions and dispositions of assets or Intangible Assets, as the case may be, that have occurred during the period from the date of the applicable balance sheet through the applicable date of determination, including the transaction being tested under this Indenture and (ii) the Adjusted Current Liabilities of Covenant Parent and its Subsidiaries shall be adjusted to reflect any increase or decrease in Adjusted Current Liabilities as a result of such transaction being tested under this Indenture or any acquisitions or dispositions of assets that have occurred during the period from the date of the applicable balance sheet through the applicable date of determination.

"Covenant Parent" means (1) if the direct parent entity of Dell is a Guarantor, such direct parent entity, (2) if Dell is, but none of its direct or indirect parent entities are, a Guarantor, Dell or (3) if neither Dell nor any of its direct or indirect parent entities are Guarantors, each Issuer.

"Covenant Parties" means, collectively, Covenant Parent, any of its Subsidiaries that are Parent Guarantors, the Issuers and the Subsidiary Guarantors.

"Corporate Trust Office of the Trustee" shall be at the address of the Trustee specified in Section 13.02 or such other address as to which the Trustee may give notice to the Holders and the Issuers.

"Credit Facility" means, with respect to Covenant Parent or any of its Subsidiaries, one or more debt facilities (including, without limitation, the Senior Credit Facilities, Margin Bridge Facility, VMware Note Bridge Facility and Asset Sale Bridge Facility) or other financing arrangements (including, without limitation, commercial paper facilities or indentures) providing for revolving credit loans, term loans, letters of credit or other Indebtedness, including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings, replacements, exchanges or refinancings thereof, in whole or in part, and any financing arrangements that amend, supplement, modify, extend, renew, restate, refund, replace, exchange or refinance any part thereof, including, without limitation, any such amended, supplemented, modified, extended, renewed, restated, refunding, replacement, exchanged or refinancing financing arrangement that increases the amount permitted to be borrowed or issued thereunder or alters the maturity thereof or adds Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, trustee, lender or group of lenders, investors, holders or otherwise.

"Credit Facilities Restricted Subsidiary" means any "Restricted Subsidiary" under the Senior Credit Facilities and, if Dell is not the Covenant Parent, Dell.

"Credit Facilities Unrestricted Subsidiary" means any "Unrestricted Subsidiary" under the Senior Credit Facilities.

"Custodian" means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

"Default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

"Definitive Note" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06(c), substantially in the form of Exhibit A, or in such other form as shall be established in one or more supplemental indentures, in each case, with such appropriate insertions, omissions, substitutions and other variations as are required or not prohibited by this Indenture, except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interests in the Global Note" attached thereto.

"Dell" means Dell Inc., a Delaware corporation.

"Dell-EMC Merger" means the merger of (1) Merger Sub or any other Wholly-Owned Subsidiary of Denali and (2) EMC.

"Dell International" means Dell International L.L.C., a Delaware limited liability company.

"Dell Services Transaction" means the sale of substantially all of the Dell Services business, including the Dell Services Federal Government business but excluding the global support, deployment and professional services business, pursuant to an agreement with NTT Data International L.L.C. entered into on March 27, 2016.

"Denali" means Denali Holding Inc., a Delaware corporation.

"Denali Intermediate" means Denali Intermediate, Inc., a Delaware corporation.

"Depositary" means, with respect to the Notes of any series issuable or issued in whole or in part in global form, the Person specified in Section 2.03 as the Depositary with respect to such series of Notes, and any and all successors thereto appointed as Depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"Designated Non-cash Consideration" means the fair market value of non-cash consideration received by any Covenant Party in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of or collection on such Designated Non-cash Consideration. A particular item of Designated Non-cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with Section 4.10.

"DFS Financing Assets" means loans, installment sale contracts, receivables arising under revolving credit accounts, software licenses, maintenance services agreements, service contracts, leases (including all equipment and software subject to leases) or subleases (including any related account receivable or note receivable) entered into with or purchased by Covenant Parent or any Credit Facilities Restricted Subsidiary to finance the acquisition or use of products or services and other assets customarily included in connection with a financing thereof.

"Domestic Subsidiary" means any Subsidiary (other than a Foreign Subsidiary) that is organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof.

"Effective Date" means the Escrow Release Date.

"Eligible Escrow Investments" means such customary short-term liquid investments in which the Escrowed Property may be invested in accordance with the Escrow Agreement.

"EMC" means EMC Corporation, a Massachusetts corporation.

"EMC Transactions" means the offering of the Initial Notes and the initial borrowings pursuant to the other new debt financings (including the Senior Credit Facilities, the Asset Sale Bridge Facility, the Margin Bridge Facility, the VMware Note Bridge Facility, one or more series of unsecured notes and the issuance of any additional series of debt) incurred to fund the Dell-EMC Merger and the use of proceeds therefrom, the cash equity investments by certain cash equity investors and the use of proceeds therefrom, the Dell-EMC Merger (including the payment of consideration in connection therewith to holders of EMC's outstanding shares, restricted stock units, restricted stock and stock

options), the issuance by Denali of Class V Common Stock, par value $0.01 per share, the redemption and satisfaction and discharge of 5.625% Senior First Lien Notes due 2020 co-issued by Dell International and Denali Finance Corp., the repayment of Dell International's revolving credit facility and term loan facilities entered into in connection with the acquisition of Dell by Denali on October 29, 2013, the repayment of EMC's unsecured revolving credit facility and refinancing of EMC's commercial paper, the mergers of Finco 1 and Finco 2 with and into Dell International and EMC, respectively, promptly following the consummation of the Dell-EMC Merger, the assumption of all the obligations of Finco 1 and Finco 2, respectively, under the Notes and this Indenture and certain other debt financings incurred to fund the Dell-EMC Merger and other related transactions, the guarantee by Denali, Denali Intermediate, Dell and EMC and the certain of their respective Wholly-Owned Subsidiaries of the Notes, the unsecured notes and certain other debt financings incurred to finance the Dell-EMC Merger and the other related transactions.

"EMEA Facility" means the transactions contemplated from time to time in the "Finance Documents" as defined in that certain Revolving Credit Facility Agreement, dated as of December 23, 2013, as amended by that certain Amendment Agreement dated as of April 14, 2015, by and among, Dell Global B.V., Dell Bank International d.a.c. (formerly known as Dell Bank International Limited), BNP Paribas London Branch, Barclays Bank Ireland PLC, and SGBT Finance Ireland Limited. "EMU" means economic and monetary union as contemplated in the Treaty on European Union.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"Escrow Agreement" means the escrow agreement, dated as of June 1, 2016, by and among the Fincos, the Trustee and the Escrow Agent, pursuant to which the gross proceeds of the offering of the Initial Notes plus certain additional amounts will be deposited into the Escrow Account.

"Escrow End Date" means December 16, 2016.

"euro" means the single currency of participating member states of the EMU.

"Euroclear" means Euroclear S.A./N.V., as operator of the Euroclear system, or any successor securities clearance agency.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder; provided that with respect to the definitions of "Change of Control" and "Permitted Holders" only, "Exchange Act" means the Securities Exchange Act of 1934, as in effect on the Issue Date.

"Exchange Notes" means any Notes issued in an Exchange Offer pursuant to Section 2.06(f) hereof.

"Exchange Offer" has the meaning set forth in the Registration Rights Agreement.

"Exchange Offer Registration Statement" has the meaning set forth in the Registration Rights Agreement.

"Excluded Assets" means the following:

(1) any fee-owned real property with a book value of less than $150.0 million as determined on the Effective Date for existing real property and on the date of acquisition for after-acquired real property;

(2) all leasehold interests in real property;

(3) any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest in any such license, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction, but excluding any prohibition or restriction that is ineffective under the Uniform Commercial Code of any applicable jurisdiction);

(4) any asset if, to the extent that and for so long as the grant of a Lien thereon to secure the Obligations under the Notes is prohibited by any requirements of law (other than to the extent that any such prohibition would be rendered ineffective pursuant to any other applicable requirements of law) or would require consent or approval of any governmental authority;

(5) margin stock (including the VMware Class A Common Stock) and, to the extent prohibited by, or creating an enforceable right of termination in favor of any other party thereto (other than any Issuer or any Guarantor) under the terms of any applicable organizational documents, joint venture agreement or shareholders' agreement, Equity Interests in any Person other than Wholly-Owned Subsidiaries that are Credit Facilities Restricted Subsidiaries;

(6) assets to the extent a security interest in such assets would result in material adverse tax consequences to Covenant Parent or one of its Subsidiaries as reasonably determined by the Issuers in consultation with the Bank Collateral Agent;

(7) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto;

(8) any lease, license or other agreement or any property subject thereto (including pursuant to a purchase money security interest or similar arrangement) to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a breach, default or right of termination in favor of any other party thereto (other than the Issuers or any Guarantor) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction or other similar applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code of any applicable jurisdiction or other similar applicable law notwithstanding such prohibition;

(9) voting Equity Interests in excess of 65% of the voting Equity Interests of (A) any Foreign Subsidiary or (B) any FSHCO;

(10) for so long as any Existing Notes remain outstanding and contain provisions limiting the incurrence of Liens with respect to "principal properties," any "Principal Property" (as such term is defined in the Existing Notes Indentures);

(11) for so long as any Existing Dell Notes remain outstanding and contain provisions limiting the incurrence of Liens with respect to "principal properties," any Equity Interests in any Subsidiary that owns any "Principal Property" (as such term is defined in the Existing Dell Notes Indentures);

(12) receivables, DFS Financing Assets and related assets (or interests therein) (a) transferred to any Receivables Subsidiary or (b) otherwise pledged, factored, transferred or sold in connection with any Permitted Receivables Financing;

(13) commercial tort claims with a value of less than $50.0 million and letter-of-credit rights with a value of less than $50.0 million (except to the extent a security interest therein can be perfected by a UCC filing);

(14) vehicles and other assets subject to certificates of title;

(15) any aircraft, airframes, aircraft engines or helicopters, or any equipment or other assets constituting a part thereof;

(16) any and all assets and personal property owned or held by any Subsidiary of Covenant Parent that is not an Issuer or a Guarantor (including any Credit Facilities Unrestricted Subsidiary);

(17) the Equity Interests of any Credit Facilities Unrestricted Subsidiary or Immaterial Subsidiary;

(18) the Pledged VMware Shares;

(19) the VMware Intercompany Notes;

(20) any proceeds from any issuance of indebtedness that are paid into an escrow account to be released upon satisfaction of certain conditions or the occurrence of certain events, including cash or Cash Equivalents set aside at the time of the incurrence of such indebtedness, to the extent such cash or Cash Equivalents prefund the payment of interest or premium or discount on such indebtedness (or any costs related to the issuance of such indebtedness) and are held in such escrow account or similar arrangement to be applied for such purpose;

(21) any asset with respect to which the Bank Collateral Agent and the Issuers agree, in writing (each acting reasonably), that the cost of obtaining such a security interest or perfection thereof shall be excessive in view of the benefits to be obtained by the lenders and other parties holding obligations under the Senior Credit Facility therefrom, and confirmed in writing by notice to the Trustee; and

(22) the Capital Stock and other securities of an Affiliate of the Issuers to the extent excluded pursuant to Section 2.04 of the Security Agreement and Section 12.09 herein.

"Existing ABL Credit Facility" means the asset-based revolving credit facility, dated as of October 29, 2013, among Denali Intermediate, Dell, certain other borrowers party thereto, the Lenders party thereto and Bank of America, N.A., as administrative agent, issuing lender and swingline lender.

"Existing Dell Notes" means, collectively, the (1) 5.65% senior notes due April 2018, (2) 5.875% senior notes due June 2019, (3) 4.625% senior notes due April 2021, (4) 6.50% senior notes due April 2038, (5) 5.40% senior notes due September 2040 and (6) 7.10% senior debentures due April 2028, in each case, issued by Dell.

"Existing Dell Notes Indentures" means, collectively, (i) the Indenture, dated as of April 17, 2008, between Dell and The Bank of New York Mellon Trust Company, N.A., as trustee, (ii) the Indenture, dated as of April 6, 2009, between Dell and The Bank of New York Mellon Trust Company, N.A., as trustee, (iii) the Second Supplemental Indenture, dated as of June 15, 2009, between Dell and The Bank of New York Mellon Trust Company, N.A., as trustee, (iv) the Third Supplemental Indenture, dated as of September 10, 2010, between Dell and The Bank of New York Mellon Trust Company, N.A., as trustee, (v) the Fourth Supplemental Indenture, dated as of March 31, 2011, between Dell and The Bank of New York Mellon Trust Company, N.A., as trustee, and (vi) the Indenture, dated as of April 27, 1998, between Dell Computer Corporation and Chase Bank of Texas, National Association, as trustee, as supplemented by the Officers' Certificate, dated as of April 27, 1998, and in the case of each of the documents referenced in clauses (i) through (vi) as may be amended and supplemented from time to time.

"Existing EMC Notes" means, collectively, the (1) 1.875% notes due June 2018, (2) 2.650% notes due June 2020 and (3) 3.375% notes due June 2023, in each case, issued by EMC.

"Existing Notes" means collectively, the Existing Dell Notes and the Existing EMC Notes.

"Existing Notes Indentures" means the Existing Dell Notes Indentures and the Indenture, dated as of June 6, 2013, between EMC and Wells Fargo Bank, National Association, as trustee, as supplemented by the Officer's Certificate, dated as of June 6, 2013, as amended and supplemented from time to time.

"fair market value" means, with respect to any asset or liability, the fair market value of such asset or liability as determined in good faith by the Board of Directors or senior management of Covenant Parent.

"First Lien Intercreditor Agreement" means the intercreditor agreement, to be dated as of the Effective Date, among the Bank Collateral Agent, the Notes Collateral Agent and the Covenant Parties, substantially in the form of Exhibit E (with such modifications thereto that are not materially adverse to the Holders of the Notes, taken as a whole, as determined by an Issuer in good faith), as it may be amended from time to time in accordance with this Indenture.

"First Lien Notes Obligations" means Obligations in respect of the Notes, this Indenture, the Note Guarantees and the Security Documents relating to the Notes, including any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), premium, penalties, fees, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable thereunder.

"First Lien Notes Secured Parties" means the Trustee, the Notes Collateral Agent and the Holders.

"First Lien Obligations" means, collectively, (1) the Senior Credit Facility Obligations, (2) the First Lien Notes Obligations and (3) each Series of Additional First Lien Obligations.

"First Lien Secured Parties" means, collectively, (1) the Senior Credit Facility Secured Parties, (2) First Lien Notes Secured Parties and (3) any Additional First Lien Secured Parties.

"Fitch" means Fitch Inc., a subsidiary of Fimalac, S.A., and any successor to its rating agency business.

"Foreign Subsidiary" means any Subsidiary that is not organized under the laws of the United States of America or any state thereof or the District of Columbia and any Subsidiary of such Foreign Subsidiary.

"FSHCO" means any direct or indirect Domestic Subsidiary of Denali Intermediate (other than Dell and the Issuers) that has no material assets other than Equity Interests in one or more direct or indirect Foreign Subsidiaries that are "controlled foreign corporations" within the meaning of Section 957 of the Code.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time; provided that all terms of an accounting or financial nature used in this Indenture shall be construed, and all computations of amounts and ratios referred to in this Indenture shall be made (a) without giving effect to any election under FASB Accounting Standards Codification Topic 825—*Financial Instruments*, or any successor thereto (including pursuant to the FASB Accounting Standards Codification), to value any indebtedness of Covenant Parent or any Subsidiary at "fair value," as defined therein and (b) the amount of any indebtedness under GAAP with respect to Capitalized Lease Obligations shall be determined in accordance with the definition of Capitalized Lease Obligations. At any time after the Effective Date, Covenant Parent may elect to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided in this Indenture); provided that any such election, once made, shall be irrevocable; provided, further, any calculation or determination in this Indenture that requires the application of GAAP for periods that include fiscal quarters ended prior to Covenant Parent's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP. Covenant Parent shall give notice of any such election made in accordance with this definition to the Trustee.

If there occurs a change in generally accepted accounting principles and such change would cause a change in the method of calculation of any term or measure used in this Indenture (an "Accounting Change"), then Covenant Parent may elect, as evidenced by a written notice of Covenant Parent to the Trustee, that such term or measure shall be calculated as if such Accounting Change had not occurred.

"Global Note Legend" means the legend set forth in Section 2.06(g)(ii), which is required to be placed on all Global Notes issued under this Indenture.

"Global Notes" means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes, substantially in the form of Exhibit A, or in such other form as shall be established in one or more supplemental indentures, in each case, with such appropriate insertions, omissions, substitutions and other variations as are required or not prohibited by this Indenture, issued in accordance with Section 2.01, 2.06(b) or 2.06(d).

"guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

"Guarantor" means, with respect to each series of Notes, Denali, Denali Intermediate, Dell and each Subsidiary of Covenant Parent (excluding the Issuers) that executes a supplemental indenture to this Indenture as a Guarantor on the Effective Date and each other Affiliate of Covenant Parent that thereafter guarantees the Notes of such series, until, in each case, such Person is released from its Note Guarantee with respect to such series of Notes in accordance with the terms of this Indenture.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person with respect to (1) any rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (2) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"holder" means, with reference to any indebtedness or other Obligations, any holder or lender of, or trustee or collateral agent or other authorized representative with respect to, such indebtedness or Obligations, and, in the case of Hedging Obligations, any counter-party to such Hedging Obligations.

"Holder" means the Person in whose name a Note is registered on the registrar's books.

"IFRS" means the international accounting standards as promulgated by the International Accounting Standards Board.

"Immaterial Subsidiary" means any Subsidiary that is not a Material Subsidiary.

"Indebtedness" means, with respect to any Person on any date of determination, the principal in respect of:

(1) indebtedness of such Person:

(a) in respect of borrowed money, including indebtedness for borrowed money evidenced by notes, debentures, bonds or other similar instruments or reimbursement obligations in respect of letters of credit;

(b) representing any balance deferred and unpaid portion of the purchase price of any property (or, after a Release Event, any Principal Property) (including pursuant to Capitalized Lease Obligations), except (i) any such balance that constitutes a trade payable or similar obligation to a trade creditor, in each case accrued in the ordinary course of business and (ii) any earn-out obligations until, after 120 days of becoming due and payable, has not been paid and such obligation is reflected as a liability on the balance sheet of such Person in accordance with GAAP; or

(c) representing any net Hedging Obligations;

if and to the extent that any of the foregoing Indebtedness in clauses (a) through (c) (other than net Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP; provided that Indebtedness of any Parent Entity appearing on the balance sheet of Covenant Parent solely by reason of push down accounting under GAAP shall be excluded;

(2) all guarantees in respect of such indebtedness specified in clause (1) of another Person; and

(3) to the extent not otherwise included, the obligations of the type referred to in clause (1) of a third Person secured by a Lien on any assets owned by such first Person, whether or not such Indebtedness is assumed by such first Person; provided, however, that the amount of such Indebtedness will be the lesser of (x) the fair market value of such assets at such date of determination and (y) the amount of such Indebtedness of such other Person;

provided, however, that Indebtedness shall in no event include any amounts payable or other liabilities to trade creditors (including undrawn letters of credit) arising in the ordinary course of business.

"Indenture" means this Indenture, as amended or supplemented from time to time with respect to the Notes. The term "Indenture", with respect to a series of Notes, shall also include the terms of the particular series of Notes established as contemplated by Section 2.01.

"Indirect Participant" means a Person who holds a beneficial interest in a Global Note through a Participant.

"Intercreditor Agreements" means, collectively, the First Lien Intercreditor Agreement and the Second Lien Intercreditor Agreement, if any.

"Interest Payment Date", when used with respect to any Note, means the Stated Maturity of an installment of interest on such Note.

"Investment Grade Event" means:

(1) the Issuers have obtained a rating or, to the extent any Rating Agency will not provide a rating, an advisory or prospective rating from any two of the three Rating Agencies that reflect an Investment Grade Rating (i) for the corporate rating of the Issuers (or any Parent Guarantor) and (ii) with respect to each outstanding series of Notes after giving effect to the proposed release of all of the Note Guarantees and the Collateral securing the Notes; and

(2) no Event of Default shall have occurred and be continuing with respect to any series of Notes.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) (and, for purposes of a Release Event, stable or better outlook) by Moody's, BBB- (or the equivalent) (and, for purposes of a Release Event, stable or better outlook) by S&P and BBB- (or the equivalent) (and, for purposes of a Release Event, stable or better outlook) by Fitch, or the equivalent investment grade credit rating from any other Rating Agency substituted for Moody's, S&P or Fitch pursuant to clause (b) of the definition of "Rating Agency."

"Investment Grade Securities" means:

(1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among Covenant Parent and its Subsidiaries;

(3) investments in any fund that invests at least 90% of its assets in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment or distribution; and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

"Investors" means each of (1) Michael S. Dell and his Affiliates, related estate planning and charitable trusts and vehicles and his family members, and also upon Michael S. Dell's death, (a) any Person who was an Affiliate of Michael S. Dell that upon his death directly or indirectly owns Equity Interests in any Parent Entity of Dell, Dell or any Subsidiary and (b) Michael S. Dell's heirs, executors and/or administrators, (2) MSDC Management L.P., its Affiliates and any funds, partnerships or other co-investment vehicles managed, advised or controlled by the foregoing or their respective Affiliates and (3) Silver Lake Partners III, L.P., Silver Lake Technology Investors III, L.P., Silver Lake Partners IV, L.P., Silver Lake Technology Investors IV, L.P., SLP Denali Co-Invest, L.P. and their Affiliates and any funds, partnerships or other co-investment vehicles managed, advised or controlled by the foregoing or their respective Affiliates, excluding, in each case, Denali Intermediate Inc. and its Subsidiaries and any portfolio companies of any of the foregoing.

"Issue Date" means the date the Initial Notes are first issued under this Indenture.

"Issuers" means (i) prior to the consummation of the Mergers, the Fincos and (ii) from and after the consummation of the Mergers and upon the execution and delivery of the Effective Date Issuers Supplemental Indenture, Dell International and EMC, in each case, until a successor replaces the applicable entity in accordance with the applicable provisions of this Indenture and, thereafter, includes the successor.

"Issuer Order" means a written request or order signed on behalf of the Issuers by an Officer of each Issuer and delivered to the Trustee.

"Junior Lien Priority" means, with respect to specified indebtedness, such indebtedness is secured by a Lien that is junior in priority to the Liens on specified Collateral and is subject to the Second Lien Intercreditor Agreement (or such other intercreditor agreement having substantially similar terms as the Second Lien Intercreditor Agreement, taken as a whole).

"Legal Holiday" means a Saturday, a Sunday or a day on which commercial banking institutions are not required to be open in the State of New York.

"Letter of Transmittal" means the letter of transmittal to be prepared by the Issuers and sent to all Holders of the Notes of any series for use by such Holders in connection with an Exchange Offer relating to such series of Notes.

"Lien" means, with respect to any asset, (1) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (2) the interest of a vendor or a lessor under any conditional sale agreement, Capitalized Lease Obligation or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall an operating lease (as determined under GAAP on the Issue Date) be deemed to constitute a Lien.

"Margin Bridge Facility" means the margin bridge facility to be entered into as of the Effective Date by and among EMC, the other borrowers and guarantors party thereto, the lenders party thereto and the other agents party thereto as the same may be in effect from time to time, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings, replacements, exchanges or refinancings thereof, in whole or in part, and any financing arrangements that amend, supplement, modify, extend, renew, restate, refund, replace, exchange or refinance any part thereof, including, without limitation, any such amended, supplemented, modified, extended, renewed, restated, refunding, replacement, exchanged or refinancing financing arrangement that increases the amount permitted to be borrowed or issued thereunder or alters the maturity thereof or adds Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, trustee, lender or group of lenders, investors, holders or otherwise.

"Material Subsidiary" means (1) each Wholly-Owned Subsidiary that is a Credit Facilities Restricted Subsidiary that, as of the last day of the fiscal quarter of Covenant Parent most recently ended for which financial statements are available, had revenues or total assets for such quarter in excess of 2.5% of the consolidated revenues or total assets, as applicable, of Covenant Parent for such quarter or that is designated by Covenant Parent as a Material Subsidiary and (2) any group comprising Wholly-Owned Subsidiaries that are Credit Facilities Restricted Subsidiaries that each would not have been a Material Subsidiary under clause (1) but that, taken together, as of the last day of the fiscal quarter of Covenant Parent most recently ended for which financial statements are available, had revenues or total assets for such quarter in excess of 10.0% of the consolidated revenues or total assets, as applicable, of Covenant Parent for such quarter.

"Maturity", when used with respect to any Note, means the date on which the principal of such Note or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption, exercise of option for repayment or otherwise.

"Merger Sub" means Universal Acquisition Co., a Delaware corporation and Wholly-Owned Subsidiary of Denali.

"Mergers" means, collectively, (1) the Dell-EMC Merger, (2) the merger of Finco 1 and Dell International and (3) the merger of Finco 2 and EMC.

"Moody's" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"Net Proceeds" means the aggregate cash proceeds received by any Covenant Party in respect of any Asset Sale, including any cash received upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale, net of (1) the fees, out-of-pocket expenses and other direct costs relating to such Asset Sale or the sale or disposition of such Designated Non-cash Consideration (including, without limitation, legal, accounting, consulting, investment banking and other customary fees, underwriting discounts and commissions, survey costs, title and recordation expenses, title insurance premiums, payments made in order to obtain a necessary consent or required by applicable law, brokerage and sales commissions and any relocation expenses incurred as a result thereof), (2) all federal, state, provincial, foreign and local taxes paid or reasonably estimated to be payable as a result thereof (including transfer taxes, deed or mortgage recording taxes and taxes in connection with any repatriation of funds and after taking into account any available tax credits or deductions and any tax sharing arrangements), (3) amounts required to be applied to the repayment of principal, premium, if any, and interest on Senior Indebtedness (other than any unsecured Indebtedness or any Indebtedness secured by the Collateral) required (other than required by Section 4.10(b)) to be paid as a result of such transaction, (4) any costs associated with unwinding any related Hedging Obligations in connection with such transaction, (5) any deduction of appropriate amounts to be provided by any Covenant Party as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by any Covenant Party after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction, (6) any portion of the purchase price from an Asset Sale placed in escrow, whether as a reserve for adjustment of the purchase price, for satisfaction of indemnities in respect of such Asset Sale or otherwise in connection with such Asset Sale; provided that upon the termination of that escrow (other than in connection with a payment in respect of any such adjustment or satisfaction of indemnities), Net Proceeds will be increased by any portion of funds in the escrow that are released to any Covenant Party and (7) the amount of any liabilities (other than Indebtedness in respect of the Senior Credit Facilities, the Notes and any other First Lien Obligations) directly associated with such asset being sold and retained by any Covenant Party. Any non-cash consideration received in connection with any Asset Sale that is subsequently converted to cash shall become Net Proceeds only at such time as it is so converted.

"Nonrecourse Obligation" means indebtedness or other Obligations substantially related to (1) the acquisition of assets not previously owned by Covenant Parent or any of its Subsidiaries or (2) the financing of a project involving the development or expansion of properties of Covenant Parent or any of its Subsidiaries, as to which the obligee with respect to such indebtedness or Obligation has no recourse to Covenant Parent or any of its Subsidiaries or any assets of Covenant Parent or any of its Subsidiaries other than the assets which were acquired with the proceeds of such transaction or the project financed with the proceeds of such transaction (and the proceeds thereof).

"Non-U.S. Person" means a Person who is not a U.S. Person.

"Note Guarantee" means the guarantee by any Guarantor of the Issuers' Obligations under this Indenture and the Notes (including, for the avoidance of doubt, any Post-Release Event Note Guarantee).

"Notes" means the Initial Notes, any Exchange Notes and any Additional Notes.

"Notes Collateral Agent" means The Bank of New York Mellon Trust Company, N.A., as collateral agent for the holders of the First Lien Notes Obligations under the Security Documents and any successor pursuant to the provisions of this Indenture and the Security Documents.

"Obligations" means any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), premium, penalties, fees, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any indebtedness; provided, that any of the foregoing (other than principal and interest) shall no longer constitute "Obligations" after payment in full of such principal and interest.

"Offering Memorandum" means the Offering Memorandum, dated May 17, 2016, relating to the offering of the Initial Notes.

"Officer" means the Chairman of the Board of Directors, any Manager or Director, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer, the Controller or the Secretary or any other officer designated by any such individuals of Covenant Parent or any other Person, as the case may be.

"Officer's Certificate" means a certificate signed on behalf of Covenant Parent or an Issuer by an Officer of Covenant Parent or an Issuer or on behalf of any other Person, as the case may be, that meets the requirements set forth in this Indenture.

"Opinion of Counsel" means a written opinion from legal counsel who is reasonably acceptable to the Trustee (which opinion may be subject to customary assumptions and exclusions). The counsel may be an employee of or counsel to Covenant Parent or the Issuers.

"Parent Entity" means any Person that, with respect to another Person, owns 50% or more of the total voting power of the Voting Stock entitled to vote for the election of directors of such other Person having a majority of the aggregate votes on the Board of Directors of such other Person.

"Parent Guarantor" means a Guarantor that is a direct or indirect parent of any of the Issuers.

"Pari Passu Lien Priority" means, with respect to specified indebtedness, such indebtedness is secured by a Lien that is equal in priority to the Liens on specified Collateral (without regard to control of remedies) and is subject to the First Lien Intercreditor Agreement (or such other intercreditor agreement having substantially similar terms as the First Lien Intercreditor Agreement, taken as a whole).

"Participant" means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively (and, with respect to DTC, shall include Euroclear and Clearstream).

"Participating Broker-Dealer" has the meaning set forth in the Registration Rights Agreement.

"Permitted Asset Swap" means the substantially concurrent purchase and sale or exchange, including as a deposit for future purchases, of Related Business Assets or a combination of Related Business Assets and cash or Cash Equivalents between any Covenant Party and another Person; provided that any cash or Cash Equivalents received must be applied in accordance with Section 4.10.

"Permitted Holders" means (1) each of the Investors and members of management of Denali and its Subsidiaries who are holders of Equity Interests of Denali on the Effective Date and any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act) of which any of the foregoing or any Permitted Holder specified in the last sentence of this definition are members and any member of such group; provided that, in the case of such group and without giving effect to the existence of such group or any other group, such Investors, members of management and Person or group specified in the last sentence of this definition, collectively, own, directly or indirectly, more than 50% of the total voting power of the Voting Stock entitled to vote for the election of directors of Denali having a majority of the aggregate votes on the Board of Directors of Denali held by such group, (2) any Permitted Parent and (3) any Permitted Plan. Any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act) whose acquisition of beneficial ownership constitutes a Change of Control Triggering Event in respect of which a Change of Control Offer is made in accordance with the requirements of this Indenture will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

"Permitted Liens" means:

(1) Liens for taxes, assessments or other governmental charges that are not overdue for a period of more than 60 days or not yet payable or subject to penalties for nonpayment or that are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of Covenant Parent or any of its Subsidiaries in accordance with GAAP, or for property taxes on property that Covenant Parent or any of its Subsidiaries has determined to abandon if the sole recourse for such tax, assessment, charge, levy or claim is to such property;

(2) Liens imposed by law or regulation, such as landlords', carriers', warehousemen's, mechanics', materialmen's, repairmen's, architects' or construction contractors' Liens and other similar Liens that secure amounts not overdue for a period of more than 60 days or, if more than 60 days overdue, are unfiled and no other action has been taken to enforce such Liens or that are being contested in good faith by appropriate actions or other Lien arising out of judgments or awards against Covenant Parent or any of its Subsidiaries with respect to which Covenant Parent or such Subsidiary shall then be proceeding with an appeal or other proceeding for review, if adequate reserves with respect thereto are maintained on the books of Covenant Parent or such Subsidiary in accordance with GAAP;

(3) Liens incurred or deposits made in the ordinary course of business (a) in connection with workers' compensation, unemployment insurance, employers' health tax, and other social security or similar legislation or other insurance related obligations (including, but not limited to, in respect of deductibles, self-insured retention amounts and premiums and adjustments thereto) and (b) securing reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) insurance carriers providing property, casualty or liability insurance to Covenant Parent or any of its Subsidiaries or otherwise supporting the payment of items set forth in the foregoing clause (a);

(4) Liens incurred or deposits made to secure the performance of bids, tenders, trade contracts, governmental contracts, leases, public or statutory obligations, surety, indemnity, warranty, release, appeal or similar bonds or with respect to other regulatory requirements, completion guarantees, stay, customs and appeal bonds, performance bonds, bankers' acceptance facilities and other obligations of a like nature (including those to secure health, safety and environmental obligations), deposits as security for contested taxes or import duties or for payment of rent and obligations in respect of letters of credit, bank guarantees or similar instruments that have been posted to support the same, incurred in the ordinary course of business;

(5) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, rights-of-way, restrictions, encroachments, protrusions, servitudes, sewers, electric lines, drains, telegraph, telephone and cable television lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects and irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of Covenant Parent and its Subsidiaries or to the ownership of their respective properties which were not incurred in connection with Indebtedness and which do not in any case materially interfere with the ordinary conduct of the business of Covenant Parent and its Subsidiaries, taken as a whole;

(6) Liens (x) on the VMware Intercompany Notes securing the VMware Note Bridge Facility and (y) on the Pledged VMware Shares securing the Margin Bridge Facility;

(7) Liens on goods the purchase price of which is financed by a documentary letter of credit issued for the account of Covenant Parent or any of its Subsidiaries or Liens on bills of lading, drafts or other documents of title arising by operation of law or pursuant to the standard terms of agreements relating to letters of credit, bank guarantees and other similar instruments and specific items of inventory or other goods and proceeds of Covenant Parent or any of its Subsidiaries securing Covenant Parent's or such Subsidiary's accounts payable or similar trade obligations in respect of bankers' acceptances or documentary or trade letters of credit issued or created for the account of Covenant Parent or such Subsidiary to facilitate the purchase, shipment or storage of such inventory or other goods;

(8) (a) rights of set-off, banker's liens, netting agreements and other Liens arising by operation of law or by the terms of documents of banks or other financial institutions in relation to the maintenance of administration of deposit accounts, securities accounts, cash management arrangements or in connection with the issuance of letters of credit, bank guarantees or other similar instruments, (b) Liens securing Secured Letter of Credit Obligations or (c) Liens securing, or otherwise arising from, judgements;

(9) Liens arising from Uniform Commercial Code financing statements, including precautionary financing statements, or any similar filings made in respect of operating leases (as determined in accordance with GAAP on the Issue Date) or consignments entered into by Covenant Parent or any of its Subsidiaries;

(10) Liens securing Additional Merger Financing (other than any unsecured Indebtedness incurred to finance the Transactions) (including Indebtedness incurred under the Senior Credit Facilities and any letter of credit facility relating thereto);

(11) Liens existing on the Effective Date after giving effect to the Transactions (other than Liens incurred in connection with the Senior Credit Facilities, the Initial Notes, the related Note Guarantees, the VMware Note Bridge Facility and the Margin Bridge Facility);

(12) Liens to secure any indebtedness (including Capitalized Lease Obligations) incurred to finance the purchase, lease, construction, installation, replacement, repair or improvement of property (real or personal), equipment or any other asset, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets, so long as such indebtedness exists at the date of such purchase, lease or improvement or is created within 12 months thereafter; provided that the aggregate amount of indebtedness incurred or issued and outstanding pursuant to this clause (12) does not exceed, together with any modification, refinancing, refunding, restatement, exchange, extension, renewal or replacement (or successive refinancing, refunding, restatement, exchange, extensions, renewals or replacements) as a whole, or in part, of such Indebtedness secured by any Lien under clause (32), the greater of (x) $2,000.0 million and (y) 15% of Consolidated Net Tangible Assets at any one time outstanding; provided, further, that Liens securing indebtedness permitted to be incurred pursuant to this clause (12) extend only to the assets purchased with the proceeds of such indebtedness, accessions to such assets and the proceeds and products thereof, any lease of such assets (including accessions thereto) and the proceeds and products thereof and customary security deposits in respect thereof; provided, however, that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(13) Leases (including leases of aircraft), licenses, subleases or sublicenses granted to others that do not (a) interfere in any material respect with the business of Covenant Parent and its Subsidiaries, taken as a whole or (b) secure any Indebtedness;

(14) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(15) Liens (a) of a collection bank arising under Section 4-210 of the Uniform Commercial Code or any comparable or successor provision on items in the course of collection, (b) attaching to pooling, commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business and (c) in favor of a banking or other financial institution or electronic payment service providers arising as a matter of law or under general terms and conditions encumbering deposits (including the right of setoff) and that are within the general parameters customary in the banking or finance industry;

(16) Liens (a) on cash advances or escrow deposits in favor of the seller of any property to be acquired in an investment to be applied against the purchase price for such investment or otherwise in connection with any escrow arrangements with respect to any such investment (including any letter of intent or purchase agreement with respect to such investment), and (b) consisting of an agreement to sell, transfer, lease or otherwise dispose of any property in a transaction permitted by Section 4.10, in each case, solely to the extent such sale, disposition, transfer or lease, as the case may be, would have been permitted on the date of the creation of such Lien;

(17) Liens existing on property at the time of its acquisition (by a merger, consolidation or amalgamation or otherwise) or existing on the property or shares of stock or other assets of any Person at the time such Person becomes a Subsidiary, in each case after the

Effective Date (whether or not such existing Liens thereon were given to secure the payment of all or any part of the purchase price thereof, so long as such Lien extends only to such property being acquired or the property or shares of stock or other assets of such Person that becomes a Subsidiary, as the case may be, and accessions to such property and the proceeds and products thereof and customary security deposits in respect thereof); provided, however, that in the case of multiple financings of equipment provided by any lender, individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(18) any interest or title of a lessor under leases (other than leases constituting Capitalized Lease Obligations) entered into by Covenant Parent or any of its Subsidiaries in the ordinary course of business;

(19) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale or purchase of goods by Covenant Parent or any of its Subsidiaries in the ordinary course of business;

(20) Liens deemed to exist in connection with investments in repurchase agreements permitted under clause (5) of the definition of "Cash Equivalents;"

(21) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(22) Liens that are contractual rights of setoff or rights of pledge (a) relating to the establishment of depository relations with banks not given in connection with the incurrence of Indebtedness, (b) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of Covenant Parent and its Subsidiaries or (c) relating to purchase orders and other agreements entered into with customers of Covenant Parent or any of its Subsidiaries in the ordinary course of business;

(23) ground leases, subleases, licenses or sublicenses in respect of real property on which facilities owned or leased by Covenant Parent or any of its Subsidiaries are located;

(24) (a) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto or (b) deposits made or other security provided to secure liabilities to insurance carriers under insurance or self-insurance arrangements in the ordinary course of business;

(25) Liens on cash and any investments used to satisfy or discharge indebtedness;

(26) Liens on DFS Financing Assets, other receivables and related assets incurred in connection with Permitted Receivables Financings;

(27) receipt of progress payments and advances from customers in the ordinary course of business to the extent the same creates a Lien on the related inventory and proceeds thereof;

(28) Liens securing Hedging Obligations;

(29) Liens securing Obligations relating to any indebtedness or other obligations of a Subsidiary owing to Covenant Parent or any of its Subsidiary Guarantors;

(30) Liens in favor of an Issuer or any Guarantor or the Trustee;

(31) Liens on vehicles or equipment of Covenant Parent or any of its Subsidiaries granted in the ordinary course of business;

(32) Liens to secure any modification, refinancing, refunding, restatement, exchange, extension, renewal or replacement (or successive refinancing, refunding, restatement, exchange, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien included in this definition of "Permitted Liens" (including any accrued but unpaid interest thereon and any dividend, premium (including tender premiums), defeasance costs, underwriting discounts and any fees, costs and expenses (including original issue discount, upfront fees or similar fees) incurred in connection with such modification, refinancing, refunding, restatement, exchange, extension, renewal or replacement); provided, however, that such new Lien shall be limited to all or part of the same property that secured the original Lien (plus accessions, additions and improvements on such property, including after-acquired property that is (a) affixed or incorporated into the property covered by such Lien, (b) after-acquired property subject to a Lien securing such indebtedness, the terms of which indebtedness require or include a pledge of after-acquired property (it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition) and (c) the proceeds and products thereof); provided, further, that any modification, refinancing, refunding, restatement, exchange, extension, renewal or replacement (or successive refinancing, refunding, restatement, exchange, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien pursuant to clause (45) shall have Junior Lien Priority on the Collateral relative to the Notes and the Note Guarantees;

(33) other Liens securing indebtedness in an aggregate principal amount not to exceed at any one time outstanding, together with any modification, refinancing, refunding, restatement, exchange, extension, renewal or replacement (or successive refinancing, refunding, restatement, exchange, extensions, renewals or replacements) as a whole, or in part, of such Indebtedness secured by any Lien under clause (32), the greater of (x) $2,000.0 million and (y) 15% of Consolidated Net Tangible Assets, with the amount determined on the dates of incurrence of such obligations;

(34) Liens to secure any Credit Facility in an aggregate principal amount not to exceed at any one time outstanding, together with any modification, refinancing, refunding, restatement, exchange, extension, renewal or replacement (or successive refinancing, refunding, restatement, exchange, extensions, renewals or replacements) as a whole, or in part, of such Indebtedness secured by any Lien under clause (32), the sum of (i) the lesser of (x) $10.0 billion and (y) the amount permitted to be incurred pursuant to the "fixed amount" incremental facilities provision of the Senior Credit Facilities, as in effect on the Effective Date plus (ii) all voluntary prepayments of term loan facilities under the Senior Credit Facilities and voluntary prepayments of revolving loans (to the extent accompanied by a permanent reduction of the revolving commitments thereunder) under the Senior Credit Facilities, in each case made prior to the date of the incurrence of such Credit Facility and not funded with the proceeds of long term Indebtedness plus (iii) an additional amount, such that after giving effect to the incurrence of any such Credit Facility, the Covenant Parent and its Subsidiaries would be in compliance with the "first lien

ratio" based incremental facilities provision of the Senior Credit Facilities, as in effect on the Effective Date and as described in the Offering Memorandum (but without giving effect to any amount incurred simultaneously under clause (i) or (ii) above), with such amount to be determined at the time of incurrence;

(35) (a) any encumbrance or restriction (including put and call arrangements) with respect to capital stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement, (b) Liens on Equity Interests in joint ventures; provided that any such Lien is in favor of a creditor of such joint venture and such creditor is not an Affiliate of any partner to such joint venture and (c) purchase options, call, and similar rights of, and restrictions for the benefit of, a third party with respect to Equity Interests held by Covenant Parent or any of its Subsidiaries in joint ventures;

(36) agreements to subordinate any interest of Covenant Parent or any of its Subsidiaries in any accounts receivable or other proceeds arising from inventory consigned by Covenant Parent or any of its Subsidiaries pursuant to an agreement entered into in the ordinary course of business;

(37) Lien on property or assets used to defease or to irrevocably satisfy and discharge indebtedness;

(38) Liens on deposits taken by a Subsidiary of Covenant Parent that constitutes a regulated bank incurred in connection with the taking of such deposits;

(39) Liens securing the Notes (other than any Additional Notes) and the related Note Guarantees;

(40) Liens created in connection with a project financed with, and created to secure, a Nonrecourse Obligation;

(41) Liens relating to future escrow arrangements securing Indebtedness, including (i) Liens on escrowed proceeds from the issuance of Indebtedness for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters, arrangers, trustee or collateral agent thereof) and (ii) Liens on cash or Cash Equivalents set aside at the time of the incurrence of any Indebtedness, in either case to the extent such cash or Cash Equivalents prefund the payment of interest or premium or discount on such Indebtedness (or any costs related to the issuance of such Indebtedness) and are held in an escrow account or similar arrangement to be applied for such purpose;

(42) security given to a public utility or any municipality or governmental authority when required by such utility or authority in connection with the operations of Covenant Parent or any of its Subsidiaries in the ordinary course of business;

(43) Liens securing Cash Management Obligations owed by Covenant Parent or any of its Subsidiaries to any lender under the Senior Credit Facilities or any Affiliate of such a lender;

(44) Liens solely on any cash earnest money deposits made by Covenant Parent or any of its Subsidiaries in connection with any letter of intent or purchase agreement; and

(45) Liens having Junior Lien Priority on the Collateral relative to the Notes and the Note Guarantees.

For purposes of determining compliance with this definition, (i) a Lien need not be incurred solely by reference to one category of Permitted Liens described in this definition but are permitted to be incurred in part under any combination thereof and of any other available exemption and (ii) in the event that a Lien (or any portion thereof) meets the criteria of one or more of the categories of Permitted Liens, Covenant Parent shall, in its sole discretion, classify or reclassify such Lien (or any portion thereof) in any manner that complies with this definition.

For purposes of this definition, the term "indebtedness" shall be deemed to include interest on such indebtedness.

"Permitted Parent" means any Parent Entity that at the time it became a Parent Entity of Denali was a Permitted Holder pursuant to clause (1) of the definition thereof and was not formed in connection with, or in contemplation of, a transaction (other than the Transactions) that would otherwise constitute a Change of Control.

"Permitted Plan" means any employee benefits plan of Denali or its Affiliates and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan.

"Permitted Post-Release Liens" means:

(1) Liens in effect as of the effective date of the Release Event (other than Permitted Liens incurred pursuant to clause (33) and (34) of the definition thereof);

(2) Liens securing Obligations in respect of Notes outstanding on the effective date of the Release Event;

(3) Liens existing on property at the time of its acquisition (by a merger, consolidation or amalgamation or otherwise) or existing on the property or shares of stock or other assets of any Person at the time such Person becomes a Subsidiary (whether or not such existing Liens thereon were given to secure the payment of all or any part of the purchase price thereof);

(4) Liens described in clauses (7), (8), (9), (28), (37), (40), (41) and (44) of the definition of "Permitted Liens";

(5) Liens to secure any indebtedness (including Capitalized Lease Obligations) incurred to finance the purchase, lease, construction, installation, replacement, repair or improvement of property (real or personal), equipment or any other asset, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets, so long as such indebtedness exists at the date of such purchase, lease or improvement or is created within 24 months thereafter; provided that Liens securing indebtedness permitted to be incurred pursuant to this clause (5) extend only to the assets purchased with the proceeds of such indebtedness, accessions to such assets and the proceeds and products thereof, any lease of such assets (including accessions thereto) and the proceeds and products thereof and customary security deposits in respect thereof; provided, however, that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(6) Liens in favor of Covenant Parent or any of its Subsidiaries or the Trustee; and

(7) Liens to secure any modification, refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any indebtedness secured by any Lien referred to in this definition of "Permitted Post-Release Liens" (including any accrued but unpaid interest thereon and any dividend, premium (including tender premiums), defeasance costs, underwriting discounts and any fees, costs and expenses (including original issue discount, upfront fees or similar fees) incurred in connection with such modification, refinancing, refunding, extension, renewal or replacement); provided, however, that such new Lien shall be limited to all or part of the same property that secured the original Lien (plus accessions, additions and improvements on such property, including after-acquired property that is (a) affixed or incorporated into the property covered by such Lien, (b) after-acquired property subject to a Lien securing such indebtedness, the terms of which indebtedness require or include a pledge of after-acquired property (it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition) and (c) the proceeds and products thereof).

For purposes of determining compliance with this definition, (i) a Lien need not be incurred solely by reference to one category of Permitted Post-Release Liens described in this definition but are permitted to be incurred in part under any combination thereof and of any other available exemption and (ii) in the event that a Lien (or any portion thereof) meets the criteria of one or more of the categories of Permitted Post-Release Liens, Covenant Parent shall, in its sole discretion, classify or reclassify such Lien (or any portion thereof) in any manner that complies with this definition.

For purposes of this definition, the term "indebtedness" shall be deemed to include interest on such indebtedness.

"Permitted Receivables Financing" means, collectively, (a)(i) with respect to receivables of the type supporting the ABS Facilities or otherwise constituting DFS Financing Assets, any term securitizations, receivables securitizations or other financing transactions with respect to DFS Financing Assets (including any factoring program), and (ii) with respect to receivables (including, without limitation, trade and lease receivables) not of the type supporting the ABS Facilities and not otherwise constituting DFS Financing Assets, term securitizations, other receivables securitizations or other similar financings (including any factoring program) (provided that with respect to Permitted Receivables Financings incurred in the form of a factoring program under this clause (a)(ii), the outstanding amount of such Permitted Receivables Financing for the purposes of this definition shall be deemed to be equal to the Permitted Receivables Net Investment for the most recently completed four consecutive fiscal quarters of Covenant Parent ending on or prior to such date for which internal financial statements are available) so long as, in the case of each of clause (a)(i) and (a)(ii), such financings are non-recourse to Covenant Parent and its Credit Facilities Restricted Subsidiaries (except for (A) recourse to any Foreign Subsidiaries, (B) any customary limited recourse that is no more expansive in any material respect than the recourse under the ABS Facilities (as in effect on the Effective Date), (C) any performance undertaking or guarantee that is no more extensive in any material respect than the "Performance Undertakings" (as defined in the ABS Facilities as of the Effective Date) provided by Dell (as in effect on the Effective Date) in connection with the ABS Facilities, (D) an unsecured parent guarantee by Covenant Parent or Dell or (E) an unsecured parent guarantee by any Credit Facilities Restricted Subsidiary that is a parent company of a Foreign Subsidiary referred to in the foregoing clause (A) (other than an Issuer or any other Domestic Subsidiary) of obligations of Foreign Subsidiaries, and in each case, reasonable extensions thereof) and (b)(i) the ABS Facilities (including any term securitizations of DFS Financing Assets as of the Effective Date) and (ii) any modifications, refinancings, renewals, replacements or extensions thereof; provided that, in the case of this clause (b)(ii), the terms of the applicable ABS Facility, after giving effect to any modifications, refinancings, renewals, replacements or extensions

thereof would satisfy the requirements set forth in clause (a)(i) above and (c) the financings and factoring facilities existing on the Effective Date and any modifications, refinancings, renewals, replacements or extensions thereof; provided that any recourse to a Covenant Parent or a Credit Facilities Restricted Subsidiary is not expanded in any material respect by any such modification, refinancing, renewal, replacement or extension and the aggregate outstanding amount of such facilities is not increased after the Effective Date, in each case, except to the extent such recourse or increase would otherwise be permitted by clause (a) above.

"Permitted Receivables Net Investment" means the aggregate cash amount paid by the purchasers under any Permitted Receivables Financing in the form of a factoring program in connection with their purchase of accounts receivable and customary related assets or interests therein, as the same may be reduced from time to time by collections with respect to such accounts receivable and related assets or otherwise in accordance with the terms of such Permitted Receivables Financing (but excluding any such collections used to make payments of commissions, discounts, yield and other fees and charges incurred in connection with any Permitted Receivables Financing in the form of a factoring program which are payable to any Person other than Covenant Parent or any of its Credit Facilities Restricted Subsidiaries).

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Pledged VMware Shares" means any Equity Interests of VMware that have been pledged to secure the Margin Bridge Facility, which is expected to initially comprise 77,033,442 shares of Class B common stock, par value $0.01 per share, of VMware as of the Effective Date.

"Preferred Stock" means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

"Principal Property" means the land, land improvements, buildings and fixtures (to the extent they constitute real property interests) (including any leasehold interest therein) constituting the principal corporate office, any manufacturing plant or any manufacturing facility (whether now owned or hereafter acquired) and the equipment located thereon which (a) is owned by Covenant Parent or any of its Subsidiaries; (b) has not been determined in good faith by the Board of Directors of Covenant Parent not to be materially important to the total business conducted by Covenant Parent and its Subsidiaries taken as a whole; and (c) has a net book value on the date as of which the determination is being made in excess of 1.0% of Consolidated Net Tangible Assets as most recently determined on or prior to such date (including, for purposes of such calculation, the land, land improvements, buildings and such fixtures comprising such office, plant or facilities, as the case may be).

"Private Placement Legend" means the legend set forth in Section 2.06(g)(i) to be placed on all Notes issued under this Indenture, except where otherwise permitted by the provisions of this Indenture.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Rating Agency" means (1) S&P, Moody's and Fitch or (2) if S&P, Moody's or Fitch or each of them shall not make a corporate rating with respect to the Issuers (or any Parent Guarantor) or a rating on any series of the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by Covenant Parent, which shall be substituted for any or all of S&P, Moody's or Fitch, as the case may be, with respect to such corporate rating or the rating of such series of Notes, as the case may be.

"Rating Decline" means, with respect to any series of Notes, the occurrence of a decrease in the rating of the Notes of such series by one or more gradations by any two of three Rating Agencies (including gradations within the rating categories, as well as between categories), within 60 days before or after the earlier of (x) a Change of Control, (y) the date of public notice of the occurrence of a Change of Control or (z) public notice of the intention of Covenant Parent to effect a Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by either of such two Rating Agencies); provided, however, that a Rating Decline otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Rating Decline for purposes of the definition of Change of Control Triggering Event) unless each of such two Rating Agencies making the reduction in rating to which this definition would otherwise apply announces or publicly confirms or informs the Trustee in writing at Covenant Parent's or its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the Rating Decline); provided, further, that notwithstanding the foregoing, a Ratings Decline shall not be deemed to have occurred so long as such series of Notes has an Investment Grade Rating from at least two of three Rating Agencies.

"Receivables Subsidiary" (1) means Dell Asset Revolving Trust–B, Dell Revolving Transferor L.L.C., and Dell Conduit Funding–B L.L.C. and (2) any other Special Purpose Entity established in connection with a Permitted Receivables Financing.

"Record Date" for the interest or Special Interest, if any, payable on any Interest Payment Date on the Notes of any series means the date specified for that purpose as contemplated by Section 2.01.

"Redemption Date", when used with respect to any Note to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

"Redemption Price", when used with respect to any Note to be redeemed, means the price at which such Note is to be redeemed pursuant to this Indenture.

"Registration Rights Agreement" means the registration rights agreement with respect to the Initial Notes, dated as of the Issue Date, among the Fincos and the representatives of the initial purchasers set forth therein, as amended or supplemented from time to time.

"Regulation S" means Regulation S promulgated under the Securities Act.

"Regulation S Global Note" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as applicable.

"Regulation S Permanent Global Note" means, with respect to each series of Notes, a permanent Global Note substantially in the form of Exhibit A hereto, or in such other form as shall be established in one or more supplemental indentures, in each case, with such appropriate insertions, omissions, substitutions and other variations as are required or not prohibited by this Indenture, bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the corresponding Regulation S Temporary Global Note representing Notes of such series upon expiration of the Restricted Period.

"Regulation S Temporary Global Note" means, with respect to each series of Notes, a temporary Global Note substantially in the form of Exhibit A hereto, or in such other form as shall be established in one or more supplemental indentures, in each case, with such appropriate insertions, omissions, substitutions and other variations as are required or not prohibited by this Indenture, bearing the Global Note Legend, the Private Placement Legend and the Regulation S Temporary Global Note Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the Notes of such series initially sold in reliance on Rule 903.

"Regulation S Temporary Global Note Legend" means the legend set forth in Section 2.06(g)(iii).

"Related Business Assets" means assets (other than cash or Cash Equivalents) used or useful in a Similar Business; provided that any assets received by any Covenant Party in exchange for assets transferred by such Covenant Party shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Subsidiary of Covenant Parent.

"Release Event" means, with respect to any series of Notes, the occurrence of an event as a result of which all Collateral securing such series of Notes is permitted to be released in accordance with the terms of this Indenture and the Security Documents, it being understood that any action taken by any Issuer or its Affiliates to, solely at its option, provide Collateral to secure such series of Notes that is not required to be provided pursuant to the terms of this Indenture and the Security Documents, shall not be deemed to cause such Release Event to not have occurred.

"Responsible Officer" means, when used with respect to the Trustee or the Notes Collateral Agent, any officer of the Trustee within its corporate trust department or the Notes Collateral Agent, as applicable, including any vice president, assistant secretary, senior associate, associate, trust officer or any other officer of the Trustee or the Notes Collateral Agent who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such Person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

"Restricted Definitive Note" means a Definitive Note bearing the Private Placement Legend.

"Restricted Global Note" means a Global Note bearing the Private Placement Legend.

"Restricted Period" means the 40-day distribution compliance period as defined in Regulation S.

"Restricted Subsidiary" means (1) any Subsidiary of an Issuer that (a) is a Wholly-Owned Subsidiary, (b) is a Domestic Subsidiary and (c) owns or is a lessee of any Principal Property and (2) any other Subsidiary that the Board of Directors of any Issuer may designate as a Restricted Subsidiary; provided that "Restricted Subsidiary" shall not include any Receivables Subsidiary or any Credit Facilities Unrestricted Subsidiary.

"Revolving/Consumer Receivables Facility" means the transactions contemplated from time to time in the "Transaction Documents" as defined in that certain Note Purchase Agreement, dated as of October 29, 2013, by and among, Dell Financial Services L.L.C., as the servicer and administrator, Dell Asset Revolving Trust-B, as the issuer, Dell Revolving Transferor L.L.C., as the transferor, Dell Revolver Company L.P., as the seller, Bank of America, N.A., as administrative agent, the financial institutions party thereto and the other agents party thereto.

"Rule 144" means Rule 144 promulgated under the Securities Act.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 903" means Rule 903 promulgated under the Securities Act.

"Rule 904" means Rule 904 promulgated under the Securities Act.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

"Sale and Lease-Back Transaction" means any arrangement with any Person providing for the leasing by an Issuer or any of its Restricted Subsidiaries of any Principal Property, which property has been or is to be sold or transferred by such Issuer or such Restricted Subsidiary to such Person, other than (1) any such transaction involving a lease for a term of not more than three years, (2) any such transaction between any Issuer and any Subsidiary of any Issuer or between Subsidiaries of any Issuer, (3) any such transaction executed by the time of or within 365 days after the latest of the acquisition, the completion of construction or improvement or the commencement of commercial operation of such Principal Property or (4) any such transaction entered into before the Effective Date or entered into by a Restricted Subsidiary before the time it became a Restricted Subsidiary.

"SEC" means the U.S. Securities and Exchange Commission.

"Second Lien Collateral Agent" means the Second Lien Representative for the holders of any initial Second Lien Obligations.

"Second Lien Intercreditor Agreement" means an intercreditor agreement entered into among the Bank Collateral Agent, the Notes Collateral Agent and the applicable Second Lien Collateral Agent, should any of the Covenant Parties incur Indebtedness secured by the Collateral with a Junior Lien Priority relative to the Notes and the Note Guarantees, substantially in the form of Exhibit F (with such modifications thereto that are not materially adverse to the Holders of the Notes, taken as a whole, as determined by an Issuer in good faith), as it may be amended from time to time in accordance with this Indenture.

"Second Lien Obligations" means the Obligations with respect to any indebtedness having Junior Lien Priority relative to the Notes and the Note Guarantees with respect to the Collateral; provided, that the holders of such indebtedness or their Second Lien Representative shall become party to the Second Lien Intercreditor Agreement (or such other intercreditor agreement having substantially similar terms as the Second Lien Intercreditor Agreement, taken as a whole) and any other applicable Intercreditor Agreements.

"Second Lien Representative" means any duly authorized representative of any holders of Second Lien Obligations, which representative is named as such in the Second Lien Intercreditor Agreement (or such other intercreditor agreement having substantially similar terms as the Second Lien Intercreditor Agreement, taken as a whole) or any joinder thereto.

"Second Lien Secured Parties" means the holders from time to time of any Second Lien Obligations, the Second Lien Collateral Agent and each other Second Lien Representative.

"Secured Letter of Credit Obligations" means Obligations of Covenant Parent or any of its Subsidiaries in respect of letters of credit, bank guarantees or similar instruments provided to Covenant Parent or any of its Subsidiaries (whether absolute or contingent and howsoever and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) that are not letters of credit or bank guarantees issued pursuant to the Senior Credit Facilities.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Agreement" means that certain Security Agreement, to be dated as of the Effective Date, among the Covenant Parties and the Notes Collateral Agent, substantially in the form of Exhibit G (with such modifications thereto that are not materially adverse to the Holders of the Notes, taken as a whole, as determined by an Issuer in good faith), as it may be amended from time to time in accordance with this Indenture.

"Security Documents" means, collectively, the First Lien Intercreditor Agreement, the Second Lien Intercreditor Agreement, if any, the Security Agreement, other security agreements relating to the Collateral and the mortgages and instruments filed and recorded in appropriate jurisdictions to preserve and protect the Liens on the Collateral (including, without limitation, financing statements under the Uniform Commercial Code of the relevant states) applicable to the Collateral, each for the benefit of the Notes Collateral Agent, as amended, amended and restated, modified, renewed or replaced from time to time.

"Senior Credit Facilities" means the new revolving credit facility and term loan facilities under the credit agreement to be entered into on or before the Effective Date by and among Denali Intermediate, Dell, Dell International, Merger Sub, the other borrowers and guarantors party thereto, the lenders party thereto and the other agents party thereto as the same may be in effect from time to time, including, in each case, any related notes, mortgages, letters of credit, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any appendices, exhibits, annexes or schedules to any of the foregoing (as the same may be in effect from time to time) and any amendments, supplements, modifications, extensions, renewals, restatements, refundings, replacements, exchanges or refinancings thereof, in whole or in part, and any financing arrangements that amend, supplement, modify, extend, renew, restate, refund, replace, exchange or refinance any part thereof, including, without limitation, any such amended, supplemented, modified, extended, renewed, restated, refunding, replacement, exchanged or refinancing financing arrangement that increases the amount permitted to be borrowed or issued thereunder or alters the maturity thereof or adds Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, trustee, lender or group of lenders, investors, holders or otherwise.

"Senior Credit Facility Obligations" means the "Secured Obligations" as defined in the Senior Credit Facilities.

"Senior Credit Facility Secured Parties" means the "Secured Parties" as defined in the Senior Credit Facilities.

"Senior Indebtedness" means:

(1) all Indebtedness of an Issuer or any Guarantor outstanding under the Senior Credit Facilities or Notes and related Note Guarantees (including interest accruing on or after the filing of any petition in bankruptcy or similar proceeding or for reorganization of an Issuer or any Guarantor (at the rate provided for in the documentation with respect thereto, regardless of whether or not a claim for post-filing interest is allowed in such proceedings)), and any and all other fees, expense reimbursement obligations, indemnification amounts, penalties, and other amounts (whether existing on the Issue Date or thereafter created or incurred) and all obligations of the Issuers or any Guarantor to reimburse any bank or other Person in respect of amounts paid under letters of credit, acceptances or other similar instruments;

(2) all (a) Hedging Obligations (and guarantees thereof) and (b) Cash Management Obligations (and guarantees thereof); provided that such Hedging Obligations and Cash Management Obligations, as the case may be, are permitted to be incurred under the terms of this Indenture;

(3) any other indebtedness of an Issuer or any Guarantor permitted to be incurred under the terms of this Indenture, unless the instrument under which such indebtedness is incurred expressly provides that it is subordinated in right of payment to the Notes or any related Note Guarantee; and

(4) all Obligations with respect to the items listed in the preceding clauses (1), (2) and (3);

provided, however, that Senior Indebtedness shall not include:

(a) any obligation of such Person to Covenant Parent or any of its Subsidiaries;

(b) any liability for federal, state, local or other taxes owed or owing by such Person;

(c) any accounts payable or other liability to trade creditors arising in the ordinary course of business;

(d) any indebtedness or other Obligation of such Person which is subordinate or junior in right of payment to any other indebtedness or other Obligation of such Person; or

(e) that portion of any indebtedness which at the time of incurrence is incurred in violation of this Indenture.

"Series" means (1) with respect to the First Lien Secured Parties, each of (i) the Senior Credit Facility Secured Parties (in their capacities as such), (ii) the First Lien Notes Secured Parties (in their capacity as such) and (iii) the Additional First Lien Secured Parties that become subject to the First Lien Intercreditor Agreement (or such other intercreditor agreement having substantially similar terms as the First Lien Intercreditor Agreement, taken as a whole, that replaces the First Lien Intercreditor Agreement) after the date hereof that are represented by a common representative (in its capacity as such for such Additional First Lien Secured Parties) and (2) with respect to any First Lien Obligations, each of (i) the Senior Credit Facility Obligations, (ii) the First Lien Notes Obligations and (iii) the Additional First Lien Obligations incurred pursuant to any applicable agreement, which are to be represented under the First Lien Intercreditor Agreement (or under such other intercreditor agreement having substantially

similar terms as the First Lien Intercreditor Agreement, taken as a whole, that replaces the First Lien Intercreditor Agreement) by a common representative (in its capacity as such for such Additional First Lien Obligations).

"Shelf Registration Statement" means a Shelf Registration Statement as defined in the Registration Rights Agreement.

"Significant Subsidiary" means any Subsidiary that would be a "Significant Subsidiary" of Covenant Parent within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"Similar Business" means any business conducted or proposed to be conducted by Covenant Parent and its Subsidiaries or any business that is similar, complementary, reasonably related, incidental or ancillary thereto, or is a reasonable extension, development or expansion thereof.

"Special Interest" means all additional interest owing on the Notes of a series pursuant to the Registration Rights Agreement.

"Special Purpose Entity" means a direct or indirect subsidiary of Covenant Parent, whose organizational documents contain restrictions on its purpose and activities and impose requirements intended to preserve its separateness from Covenant Parent and/or one or more Subsidiaries of Covenant Parent.

"Stated Maturity", when used with respect to any Note or any installment of principal thereof or interest thereon, means the date specified in such Note as the fixed date on which the principal of such Note or such installment of principal or interest is due and payable.

"Subsidiary" means, with respect to any Person:

(1) any corporation, association or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; and

(2) any partnership, joint venture, limited liability company or similar entity of which

(a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and

(b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

For the avoidance of doubt, any entity that is owned at a 50% or less level (as described above) shall not be a "Subsidiary" for any purpose under this Indenture, regardless of whether such entity is consolidated on Covenant Parent's or any of its Subsidiaries' financial statements.

"Subsidiary Guarantor" means a Guarantor that is a Subsidiary of Covenant Parent.

"Term/Commercial Receivables Facility" means the transactions contemplated from time to time in the "Transaction Documents" as defined in that certain Loan and Servicing Agreement, dated as of October 29, 2013, by and among, Dell Conduit Funding–B L.L.C., as the borrower, Bank of America, N.A., as administrative agent, Dell Financial Services L.L.C., as the servicer, the financial institutions party thereto and the other agents party thereto.

"Total Assets" means, at any time, the total assets of Covenant Parent and its Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of Covenant Parent and its Subsidiaries as of the end of the most recently ended fiscal quarter prior to the applicable date of determination for which financial statements are available; provided that, for purposes of testing the covenants under this Indenture in connection with any transaction, the Total Assets of Covenant Parent and its Subsidiaries shall be adjusted to reflect any acquisitions and dispositions of assets that have occurred during the period from the date of the applicable balance sheet through the applicable date of determination, including the transaction being tested under this Indenture.

"Transactions" means, collectively, the EMC Transactions and the Dell Services Transaction.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., until a successor replaces it and, thereafter, means the successor.

"U.S. Government Obligations" means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such U.S. Government Obligations or a specific payment of principal of or interest on any such U.S. Government Obligations held by such custodian for the account of the holder of such depository receipt; provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligations or the specific payment of principal of or interest on the U.S. Government Obligations evidenced by such depository receipt.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

"Unrestricted Definitive Note" means one or more Definitive Notes that do not bear and are not required to bear the Private Placement Legend.

"Unrestricted Global Note" means with respect to each series of Notes, a permanent Global Note, substantially in the form of Exhibit A, or in such other form as shall be established in one or more supplemental indentures, in each case, with such appropriate insertions, omissions, substitutions and other variations as are required or not prohibited by this Indenture, that bears the Global Note Legend and that has the "Schedule of Exchanges of Interests in the Global Note" attached thereto, and that is deposited with or on behalf of and registered in the name of the Depositary, representing Notes of such series that do not bear the Private Placement Legend.

"U.S. Person" means a U.S. person as defined in Rule 902(k) under the Securities Act.

"VMware" means VMware, Inc., a Delaware corporation.

"VMware Class A Common Stock" means the Class A common stock, par value $0.01 per share, of VMware.

"VMware Intercompany Notes" means collectively, (1) the $680,000,000 Promissory Note due May 1, 2018, issued by VMware in favor of EMC, (2) the $550,000,000 Promissory Note due May 1, 2020, issued by VMware in favor of EMC and (3) the $270,000,000 Promissory Note due December 1, 2022, issued by VMware in favor of EMC.

"VMware Note Bridge Facility" means the bridge facility to be entered into as of the Effective Date by and among EMC, the other borrowers and guarantors party thereto, the lenders party thereto and the other agents party thereto, to be secured by a first-priority Lien on the VMware Intercompany Notes, as the same may be in effect from time to time, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings, replacements, exchanges or refinancings thereof, in whole or in part, and any financing arrangements that amend, supplement, modify, extend, renew, restate, refund, replace, exchange or refinance any part thereof, including, without limitation, any such amended, supplemented, modified, extended, renewed, restated, refunding, replacement, exchanged or refinancing financing arrangement that increases the amount permitted to be borrowed or issued thereunder or alters the maturity thereof or adds Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, trustee, lender or group of lenders, investors, holders or otherwise.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Wholly-Owned Subsidiary" of any Person means a Subsidiary of such Person, 100% of the outstanding Equity Interests of which (other than directors' qualifying shares and shares issued to foreign nationals as required by applicable law) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

SECTION 1.02. Other Definitions.

Term	Defined in Section
"Acceptable Commitment"	4.10
"Action"	12.08
"Advance Offer"	4.10
"Advance Portion"	4.10

Term	Defined in Section
“Applicable Law”	13.11
“Asset Sale Offer”	4.10
“Asset Sale Proceeds Application Period”	4.10
“Authentication Order”	2.02
“CERCLA”	12.08
“Change of Control Offer”	4.14
“Change of Control Payment”	4.14
“Change of Control Payment Date”	4.14
“Covenant Defeasance”	8.03
“DTC”	2.03
“Escrow Account”	4.17
“Escrow Agent”	4.17
“Escrowed Property”	4.17
“Escrow Release”	4.17
“Escrow Release Date”	4.17
“Event of Default”	6.01
“Excess Proceeds”	4.10
“Finco 1”	Preamble
“Finco 2”	Preamble
“Fincos”	Preamble
“First Commitment Application Period”	4.10
“Guarantee Threshold”	4.15
“Legal Defeasance”	8.02
“Note Register”	2.03
“Offer Amount”	3.09
“Offer Period”	3.09
“Paying Agent”	2.03
“Post-Release Event Note Guarantee”	4.15
“Purchase Date”	3.09
“Registrar”	2.03
“Related Person”	12.08
“Second Commitment”	4.10
“Security Document Order”	12.08
“Special Mandatory Redemption”	3.10
“Special Mandatory Redemption Date”	3.10
“Special Mandatory Redemption Price”	3.10
“Successor Company”	5.01
“Successor Person”	5.01

SECTION 1.03. Incorporation by Reference of Trust Indenture Act.

Except as set forth in this Section 1.03 and in Section 13.13, the Issuers and the Guarantors, if any, shall not be required to qualify this Indenture under the Trust Indenture Act. The Trust Indenture Act shall not apply to this Indenture prior to any such qualification, and all references herein to compliance with the Trust Indenture Act refer to compliance following any such qualification.

At all times after the effectiveness of a registration statement under the Registration Rights Agreement and pursuant to Section 13.13, this Indenture will be subject to the mandatory provisions of the Trust Indenture Act with respect to the series of Notes which are subject to such registration statement filed pursuant to the Registration Rights Agreement, which unless otherwise indicated are incorporated by reference in and made a part of this Indenture effective upon the effectiveness of any such registration statement. Whenever this Indenture refers to a provision of the Trust Indenture Act, the provision is incorporated by reference in and made a part of this Indenture.

The following Trust Indenture Act term used in this Indenture has the following meaning:

"obligor" on the Notes of any series and the Note Guarantees means the Issuers and the Guarantors, respectively, and any successor obligor upon the Notes of such series and the Note Guarantees, respectively.

All other terms used in this Indenture that are defined by the Trust Indenture Act, defined by Trust Indenture Act reference to another statute or defined by SEC rule under the Trust Indenture Act have the meanings so assigned to them.

SECTION 1.04. Rules of Construction.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) words in the singular include the plural, and in the plural include the singular;

(e) "will" shall be interpreted to express a command;

(f) provisions apply to successive events and transactions;

(g) references to sections of, or rules under, the Securities Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time;

(h) unless the context otherwise requires, any reference to an "Article," "Section," "clause" or "Exhibit" refers to an Article, Section, clause or Exhibit, as the case may be, of this Indenture; and

(i) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not any particular Article, Section, clause, other subdivision or Exhibit.

In addition, so long as there is a Parent Guarantor that is a direct or indirect parent entity of Covenant Parent and does not hold any material assets other than the Equity Interests of Covenant Parent (as determined in good faith by the Board of Directors or senior management of such Parent Guarantor), any calculations or measure that is determined with reference to Covenant Parent's financial statements (including, without limitation, Consolidated Net Tangible Assets and Permitted Receivables Financing) may be determined with reference to such Parent Guarantor's financial statements instead.

SECTION 1.05. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuers. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding by any Person of a Note, shall be sufficient for any purpose of this Indenture and (subject to Section 7.01) conclusive in favor of the Trustee and the Issuers, if made in the manner provided in this Section 1.05.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the Person executing the same. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of any action taken, suffered or omitted by the Trustee or the Issuers in reliance thereon, whether or not notation of such action is made upon such Note.

(e) The Issuers may, in the circumstances permitted by the Trust Indenture Act, set a Record Date for purposes of determining the identity of Holders entitled to give any request, demand, authorization, direction, notice, consent, waiver or take any other act, or to vote or consent to any action by vote or consent authorized or permitted to be given or taken by Holders. Unless otherwise specified, if not set by the Issuers prior to the first solicitation of a Holder made by any Person in respect of any such action, or in the case of any such vote, prior to such vote, any such Record Date shall be the later of 30 days prior to the first solicitation of such consent or the date of the most recent list of Holders furnished to the Trustee prior to such solicitation.

(f) Without limiting the foregoing, a Holder entitled to take any action hereunder with regard to any particular Note may do so with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents, each of which may do so pursuant to such appointment with regard to all or any part of such principal amount. Any notice given or action taken by a Holder or its agents with regard to different parts of such principal amount pursuant to this Section 1.05(f) shall have the same effect as if given or taken by separate Holders of each such different part.

(g) Without limiting the generality of the foregoing, a Holder, including DTC that is the Holder of a Global Note, may make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders, and DTC that is the Holder of a Global Note may provide its proxy or proxies to the beneficial owners of interests in any such Global Note through such depositary's standing instructions and customary practices.

(h) The Issuers may fix a Record Date for the purpose of determining the Persons who are beneficial owners of interests in any Global Note held by DTC entitled under the procedures of such depositary to make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders. If such a Record Date is fixed, the Holders on such Record Date or their duly appointed proxy or proxies, and only such Persons, shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action, whether or not such Holders remain Holders after such Record Date. No such request, demand, authorization, direction, notice, consent, waiver or other action shall be valid or effective if made, given or taken more than 90 days after such Record Date.

ARTICLE 2

THE NOTES

SECTION 2.01. Form and Dating; Terms.

(a) General. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A, or in such other form as shall be established in one or more supplemental indentures, in each case, with such appropriate insertions, omissions, substitutions and other variations as are required or not prohibited by this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rules or usage. Each Note shall be dated the date of its authentication. The Notes of each series shall be in denominations of $2,000 and integral multiples of $1,000 thereof.

(b) Series of Notes. The aggregate principal amount of Notes of any series that may be authenticated and delivered under this Indenture is unlimited. The Notes may be issued in one or more series. All Notes of a series shall be identical except with respect to the date of issuance, issue price and, if applicable, the first payment of interest and the first date from which interest will accrue with respect to any Additional Notes of such series. Notes may differ between series in respect of any matters; provided that all series of Notes shall be equally and ratably entitled to the benefits of this Indenture. There shall be set forth in one or more Officer's Certificate, supplemental indentures hereto and/or Officer's Certificate detailing the adoption of the terms thereof pursuant to the authority granted pursuant to the resolutions of the Issuers' Boards of Directors, prior to the issuance of Notes of any series:

(1) the title of the Notes of the series (which shall distinguish the Notes of the series from the Notes of any other series);

(2) any limit upon the aggregate principal amount of the Notes of such series that may be authenticated and delivered under this Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of the series pursuant to Article 2);

(3) the price or prices at which the Notes of the series will be sold;

(4) the Person to whom any interest on a Notes of the series shall be payable, if other than the Person in whose name such Note (or one or more predecessor Notes) is registered at the close of business on the Record Date;

(5) the date or dates on which the principal and premium, if any, of the Notes of the series are payable;

(6) the rate or rates (which may be fixed or variable) per annum or, if applicable, the method of determining the rate or rates at which the Notes of the series shall bear interest, if any, or the method for determining the date or dates from which interest will accrue, the date or dates from which such interest, if any, shall accrue, the Interest Payment Dates on which any such interest shall be payable or the method by which the dates will be determined, the Record Date for any interest payable on any Interest Payment Date and the basis upon which interest shall be calculated if other than that of a 360-day year of twelve 30-day months;

(7) the place or places where the principal of and any premium and interest on Notes of the series shall be payable, if other than the Corporate Trust Office of the Trustee, where the Notes of such series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Issuers in respect of the Notes of such series and this Indenture may be served, and the method of such payment, if by wire transfer, mail or other means;

(8) the period or periods within which, the price or prices at which and the terms and conditions upon which the Notes of the series may be redeemed, in whole or in part, at the option of the Issuers;

(9) the obligation of the Issuers, if any, to redeem or purchase the Notes of the series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof and the period or periods within which, the price or prices at which and the terms and conditions upon which such Notes of the series shall be redeemed or purchased, in whole or in part, pursuant to such obligation, and any provisions for the remarketing of such Notes;

(10) the terms, if any, upon which the Notes of the series may be exchanged for other securities of the Issuers and the terms and conditions upon which the exchange shall be effected, including the initial exchange price or rate, the exchange period and any other additional provisions;

(11) if other than denominations of $2,000 and integral multiples of $1,000 in excess thereof, the denominations in which the Notes of the series shall be issuable;

(12) the currency, currencies or currency units in which payment of principal of and any premium and interest on the Notes of the series shall be payable, if other than the currency of the United States of America;

(13) any index, formula or other method used to determine the amount of payments of principal of or any premium or interest on the Notes;

(14) if the principal amount payable at the Stated Maturity of the Notes of the series will not be determinable as of any one or more dates prior to the Stated Maturity, the amount that will be deemed to be the principal amount as of any date for any purpose, including the principal amount thereof which will be due and payable upon any Maturity other than the Stated Maturity or which will be deemed to be outstanding as of any date (or, in any such case, the manner in which the deemed principal amount is to be determined), and, if necessary, the manner of determining the equivalent thereof in currency of the United States of America;

(15) if the principal of or any premium or interest on any Notes of the series is to be payable, at the election of the Issuers or the Holders thereof, in one or more currencies or currency units other than that or those in which the Notes are stated to be payable, the currency, currencies or currency units in which payment of the principal of and any premium and interest on Notes of such series shall be payable, and the periods within which and the terms and conditions upon which such election is to be made;

(16) the applicability of, and any addition to or change in, the covenants and definitions set forth in this Indenture as then in effect or in terms set forth in this Indenture as then in effect relating to permitted consolidations, mergers or sale of assets;

(17) any additions or deletions or changes to the provisions provided in Article 8 of this Indenture relating to covenant defeasance and legal defeasance, including the addition of additional covenants that may be subject to the Issuers' covenant defeasance option;

(18) whether any of the Notes of such series shall be issuable in temporary or permanent global form or both, and, if so, the Depositary or Depositaries for such Global Note or Global Notes and the terms and conditions, if any, other than those set forth in Article 2, upon which interests in such Global Note may be exchanged, in whole or in part, for the individual Notes represented thereby in definitive registered form, and the form of any legend or legends to be borne by the Global Note in addition to or in lieu of the legend referred to in this Indenture;

(19) the Trustee and any authenticating agents, Paying Agents, transfer agents or registrars;

(20) the form and terms, if any, of any guarantee of the payment of principal, premium and interest with respect to Notes of the series and any corresponding changes to the provisions of this Indenture as then in effect;

(21) the terms, if any, of the transfer, mortgage, pledge or assignment as security for the Notes of the series of any properties, assets, moneys, proceeds, securities or other collateral, including whether certain provisions of the Trust Indenture Act are applicable and any corresponding changes to provisions of this Indenture as then in effect;

(22) any addition to or change in the Events of Default with respect to the Notes of the series and any change in the right of the Trustee or the Holders of the Notes of such series to declare the principal, premium and interest with respect to the Notes of such series due and payable; and

(23) any other terms of the Notes of such series and the related Note Guarantees, if any (whether or not such other terms are consistent or inconsistent with the provisions of this Indenture, except as permitted by Article 9 and any deletions from or modifications or additions to this Indenture in respect of such Notes or such Note Guarantees, if any).

All Notes of any one series need not be issued at one time and, unless otherwise provided in or pursuant to any such Officer's Certificate, supplemental indenture or resolutions of the Issuers' Boards of Directors, as applicable, with respect to a series of Notes, the authorized principal amount of any series of Notes may be increased to provide for issuances of additional Notes of a series, at the option of the Issuers, without the consent of any Holder of any series of Notes, at any time and from time to time.

(c) Global Notes. Notes issued in global form shall be substantially in the form of Exhibit A, or in such other form as shall be established in one or more supplemental indentures, in each case, with such appropriate insertions, omissions, substitutions and other variations as are required or not prohibited by this Indenture (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall be substantially in the form of Exhibit A, or in such other form as shall be established in one or more supplemental indentures, in each case, with such appropriate insertions, omissions, substitutions and other variations as are required or not prohibited by this Indenture (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note shall represent such of the outstanding Notes of any series as shall be specified in the "Schedule of Exchanges of Interests in the Global Note" attached thereto and each shall provide that it shall represent up to the aggregate principal amount of Notes of any series from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes of such series represented thereby may from time to time be reduced or increased, as applicable, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes of any series represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06.

(d) Temporary Global Notes. Notes offered and sold in reliance on Regulation S shall be issued initially in the form of the Regulation S Temporary Global Note, which shall be deposited on behalf of the purchasers of the Notes of any series represented thereby with the Trustee, as custodian for the Depositary, and registered in the name of the Depositary or the nominee of the Depositary for the accounts of designated agents holding on behalf of Euroclear or Clearstream, duly executed by the Issuers and authenticated by the Trustee as hereinafter provided.

Following the termination of the Restricted Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures. Simultaneously with the authentication of the Regulation S Permanent Global Note, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

(e) Terms. The terms and provisions contained in the Notes of any series shall constitute, and are hereby expressly made, a part of this Indenture and the Fincos and the Trustee, by their execution and delivery of this Indenture, and, from and after the consummation of the Mergers and upon the execution and delivery of a supplemental indenture to this Indenture, the Covenant Parties expressly agree to such terms and provisions and to be bound thereby.

The Notes shall be subject to repurchase by the Issuers pursuant to an Asset Sale Offer as provided in Section 4.10 or a Change of Control Offer as provided in Section 4.14. The Notes shall not be redeemable, other than as provided in Article 3.

Additional Notes of a series ranking pari passu with the Initial Notes of such series may be created and issued from time to time by the Issuers without notice to or consent of the Holders and shall be consolidated with and form a single class with the Initial Notes and Exchange Notes of such series and shall have the same terms as to status, redemption or otherwise as the Initial Notes and Exchange Notes of such series; provided that the Issuers' ability to issue Additional Notes shall be subject to the Issuers' compliance with Section 4.12. Any Additional Notes shall be issued with the benefit of an indenture supplemental to this Indenture.

(f) Euroclear and Clearstream Procedures Applicable. The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Temporary Global Note and the Regulation S Permanent Global Notes that are held by Participants through Euroclear or Clearstream.

SECTION 2.02. Execution and Authentication.

At least one Officer shall execute the Notes on behalf of each of the Issuers by manual, facsimile or electronic (including ".pdf") signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be entitled to any benefit under this Indenture or be valid or obligatory for any purpose until authenticated substantially in the form of Exhibit A by the manual signature of the Trustee. The signature shall be conclusive evidence that the Note has been duly authenticated and delivered under this Indenture.

At any time and from time to time after the execution and delivery of this Indenture, the Issuers may deliver Notes executed by the Issuers to the Trustee for authentication and delivery and the Trustee shall, upon receipt of an Issuer Order (an "Authentication Order"), authenticate and deliver the Notes of any series for an aggregate principal amount specified in such Authentication Order for such Notes.

In authenticating such Notes, and accepting the additional responsibilities under this Indenture in relation to such Notes, the Trustee shall receive, and, subject to Section 7.01, shall be fully protected in relying upon:

(a) (x) if the terms and form of such Notes are established by action taken pursuant to a resolution or resolutions of the Board of Directors of the Issuers, a copy of the appropriate record of such action, certified by the Secretary or an Assistant Secretary of the Issuers, and (y) if the terms and form of such Notes are established by an Officer's Certificate pursuant to general authorization of the Board of Directors of the Issuers, such Officer's Certificate; and/or

(b) a copy of the executed supplemental indenture.

(c) an Officer's Certificate delivered in accordance with Sections 13.04 and 13.05; and

(d) an Opinion of Counsel, delivered in accordance with Sections 13.04 and 13.05, and which shall also state:

(1) that the form of such Notes has been established by an Officer's Certificate or supplemental indenture or pursuant to resolutions of the Issuers' Boards of Directors in accordance with Section 2.01 of the Base Indenture and in conformity with the Base Indenture;

(2) that the terms of such Notes have been established in accordance with Section 2.01 of the Base Indenture and in conformity with the other provisions of the Base Indenture; and

(3) that such Notes, when authenticated and delivered by the Trustee and issued by the Issuers in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of each Issuer, enforceable in accordance with their terms, subject to customary exceptions, limitations, qualifications and other assumptions.

The Trustee may appoint an authenticating agent acceptable to the Issuers to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Issuers.

SECTION 2.03. Registrar and Paying Agent.

The Issuers shall maintain with respect to each series of Notes an office or agency where Notes of such series may be presented for registration of transfer or for exchange ("Registrar") and an office or agency where Notes of such series may be presented for payment ("Paying Agent"). The Registrar shall keep a register with respect to each series of Notes ("Note Register") and of their transfer and exchange. The Issuers may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Issuers may change any Paying Agent or Registrar without prior notice to any Holder. The Issuers shall notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Issuers fail to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. Denali or any of its Subsidiaries may act as Paying Agent or Registrar.

The Issuers initially appoint The Depository Trust Company ("DTC") to act as Depositary with respect to the Global Notes.

The Issuers initially appoint the Trustee to act as the Paying Agent and Registrar for the Notes and to act as Custodian with respect to the Global Notes.

SECTION 2.04. Paying Agent to Hold Money in Trust.

The Issuers shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders of any series of Notes or the Trustee all money held by the Paying Agent for the payment of principal, premium, if any, or interest or Special Interest, if any, on such series of Notes, and will notify the Trustee of any default by the Issuers in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it with respect to such series of Notes to the Trustee. The Issuers at any time may require a Paying Agent to pay all money held by it with respect to such series of Notes to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than Denali or a Subsidiary of Denali) shall have no further liability for the money. If Denali or a Subsidiary of Denali acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Issuers, the Trustee shall serve as Paying Agent for the Notes of any series.

SECTION 2.05. Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with Trust Indenture Act Section 312(a). If the Trustee is not the Registrar, the Issuers shall furnish to the Trustee at least two Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes of any series and the Issuers shall otherwise comply with Trust Indenture Act Section 312(a).

SECTION 2.06. Transfer and Exchange.

(a) Transfer and Exchange of Global Notes. Except as otherwise set forth in this Section 2.06, a Global Note may be transferred, in whole and not in part, only to another nominee of the Depositary or to a successor Depositary or a nominee of such successor Depositary. A beneficial interest in a Global Note may not be exchanged for a Definitive Note of the same series unless (i) the Depositary (x) notifies the Issuers that it is unwilling or unable to continue as Depositary for such Global Note or (y) has ceased to be a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is not appointed by the Issuers within 120 days or (ii) there shall have occurred and be continuing an Event of Default with respect to the Notes of such series. Upon the occurrence of any of the preceding events in (i) or (ii) above, Definitive Notes delivered in exchange for any Global Note of the same series or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of the Depositary (in accordance with its customary procedures). Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.10. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 2.06 or Section 2.07 or 2.10, shall be authenticated and delivered in the form of, and shall be, a Global Note, except for Definitive Notes issued subsequent to any of the preceding events in (i) or (ii) above and pursuant to Section 2.06(b)(ii)(B) and Section 2.06(c). A Global Note may not be exchanged for another Note other than as provided in this Section 2.06(a); provided, however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b), (c) or (f).

(b) Transfer and Exchange of Beneficial Interests in the Global Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Notes shall be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) *Transfer of Beneficial Interests in the Same Global Note*. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; provided, however, that prior to the expiration of the Restricted Period, transfers of beneficial interests in the Regulation S Temporary Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(i).

(ii) *All Other Transfers and Exchanges of Beneficial Interests in Global Notes*. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.06(b)(i), the transferor of such beneficial interest must deliver to the Registrar either (A) (1) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase or (B) (1) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to cause to be issued a Definitive Note of the same series in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given by the Depositary to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in (1) above; provided that in no event shall Definitive Notes be issued upon the transfer or exchange of beneficial interests in a Regulation S Temporary Global Note of the same series prior to (A) the expiration of the Restricted Period and (B) the receipt by the Registrar of any certificates required pursuant to Rule 903. Upon consummation of an Exchange Offer by the Issuers in accordance with Section 2.06(f), the requirements of this Section 2.06(b)(ii) shall be deemed to have been satisfied upon receipt by the Registrar of the instructions contained in the Letter of Transmittal delivered by the Holder of such beneficial interests in the Restricted Global Notes. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(h).

(iii) *Transfer of Beneficial Interests to Another Restricted Global Note*. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.06(b)(ii) and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in a 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B, including the certifications in item (1) thereof; or

(B) if the transferee will take delivery in the form of a beneficial interest in a Regulation S Global Note, then the transferor must deliver a certificate in the form of Exhibit B, including the certifications in item (2) thereof.

(iv) *Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note*. A beneficial interest in any Restricted Global Note may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Note of the same series or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note of the same series if the exchange or transfer complies with the requirements of Section 2.06(b)(ii) and

(A) such exchange or transfer is effected pursuant to an Exchange Offer relating to such series of Notes in accordance with the Registration Rights Agreement and the holder of the beneficial interest to be transferred, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal (or via the Depositary's book-entry system) that it is not (i) a Participating Broker-Dealer, (ii) a Person participating in the distribution of the Exchange Notes or (iii) a Person who is an affiliate (as defined in Rule 144) of the Issuers;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Participating Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such Holder substantially in the form of Exhibit C, including the certifications in item (1)(a) thereof; or

(2) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit B, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected pursuant to subparagraph (B) or (D) above at a time when an Unrestricted Global Note has not yet been issued, the Issuers shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to subparagraph (B) or (D) above.

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) Transfer or Exchange of Beneficial Interests for Definitive Notes.

(i) *Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes*. If any holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note of the same series or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note of the same series, then, upon the occurrence of any of the events in paragraph (i) or (ii) of Section 2.06(a) and receipt by the Registrar of the following documentation:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such holder substantially in the form of Exhibit C, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A, a certificate substantially in the form of Exhibit B, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate substantially in the form of Exhibit B, including the certifications in item (2) thereof;

(D) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate substantially in the form of Exhibit B, including the certifications in item (3)(a) thereof;

(E) if such beneficial interest is being transferred to an Issuer or a Subsidiary thereof, a certificate substantially in the form of Exhibit B, including the certifications in item (3)(b) thereof; or

(F) if such beneficial interest is being transferred pursuant to an effective registration statement under the Securities Act, a certificate substantially in the form of Exhibit B, including the certifications in item (3)(c) thereof,

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(h), and the Issuers shall execute and the Trustee shall authenticate and mail to the Person designated in the instructions a Definitive Note of the same series in the applicable principal amount. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note of the same series pursuant to this Section 2.06(c) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall mail such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note of the same series pursuant to this Section 2.06(c)(i) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(ii) *Beneficial Interests in Regulation S Temporary Global Note to Definitive Notes*. Notwithstanding Sections 2.06(c)(i)(A) and (C), a beneficial interest in the Regulation S Temporary Global Note may not be exchanged for a Definitive Note of the same series or transferred to a Person who takes delivery thereof in the form of a Definitive Note of the same series prior to (A) the expiration of the Restricted Period and (B) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) of the Securities Act, except in the case of a transfer pursuant to an exemption from the registration requirements of the Securities Act other than Rule 903 or Rule 904.

(iii) *Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes*. A holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note of the same series or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note of the same series only upon the occurrence of any of the events in subsection (i) or (ii) of Section 2.06(a) and if:

(A) such exchange or transfer is effected pursuant to an Exchange Offer relating to such series of Notes in accordance with the Registration Rights Agreement and the Holder of such beneficial interest, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal (or via the Depositary's book-entry system) that it is not (i) a Participating Broker-Dealer, (ii) a Person participating in the distribution of the Exchange Notes or (iii) a Person who is an affiliate (as defined in Rule 144) of the Issuers;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Participating Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for an Unrestricted Definitive Note, a certificate from such holder substantially in the form of Exhibit C, including the certifications in item (1) (b) thereof; or

(2) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such holder substantially in the form of Exhibit B, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iv) *Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes*. If any holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note of the same series or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note of the same series, then, upon the occurrence of any of the events in subsection (i) or (ii) of Section 2.06(a) and satisfaction of the conditions set forth in Section 2.06(b)(ii), the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(h), and the Issuers shall execute and the Trustee shall, upon receipt of an Authentication Order, authenticate and mail to the Person designated in the instructions a Definitive Note in the

applicable principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(iv) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from or through the Depositary and the Participant or Indirect Participant. The Trustee shall mail such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(iv) shall not bear the Private Placement Legend.

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests.

(i) *Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes*. If any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note of the same series or to transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note of the same series, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder substantially in the form of Exhibit C, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate substantially in the form of Exhibit B, including the certifications in item (1) thereof;

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate substantially in the form of Exhibit B, including the certifications in item (2) thereof;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate substantially in the form of Exhibit B, including the certifications in item (3)(a) thereof;

(E) if such Restricted Definitive Note is being transferred to an Issuer or a Subsidiary thereof, a certificate substantially in the form of Exhibit B, including the certifications in item (3)(b) thereof; or

(F) if such Restricted Definitive Note is being transferred pursuant to an effective registration statement under the Securities Act, a certificate substantially in the form of Exhibit B, including the certifications in item (3)(c) thereof,

the Trustee shall cancel the Restricted Definitive Note, increase or cause to be increased the aggregate principal amount of, in the case of clause (A) above, the applicable Restricted Global Note, in the case of clause (B) above, the applicable 144A Global Note, and in the case of clause (C) above, the applicable Regulation S Global Note.

(ii) *Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. A Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an

Unrestricted Global Note of the same series or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note of the same series only if:

(A) such exchange or transfer is effected pursuant to an Exchange Offer in accordance with the Registration Rights Agreement and the Holder of such beneficial interest, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal (or via the Depositary's book-entry system) that it is not (i) a Participating Broker-Dealer, (ii) a Person participating in the distribution of the Exchange Notes or (iii) a Person who is an affiliate (as defined in Rule 144) of the Issuers;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Participating Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the Holder of such Definitive Notes proposes to exchange such Notes for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder substantially in the form of Exhibit C, including the certifications in item (1)(c) thereof; or

(2) if the Holder of such Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder substantially in the form of Exhibit B, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the subparagraphs in this Section 2.06(d)(ii), the Trustee shall cancel the Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(iii) *Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. A Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note of the same series or transfer such Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note of the same series at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

If any such exchange or transfer from a Definitive Note to a beneficial interest is effected pursuant to clause (ii) or (iii) above at a time when an Unrestricted Global Note has not yet been issued, the Issuers shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of Definitive Notes so transferred.

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.06(e), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.06(e):

(i) *Restricted Definitive Notes to Restricted Definitive Notes*. Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Note of the same series if the Registrar receives the following:

(A) if the transfer will be made pursuant to a QIB in accordance with Rule 144A, then the transferor must deliver a certificate substantially in the form of Exhibit B, including the certifications in item (1) thereof;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904 then the transferor must deliver a certificate in the form of Exhibit B, including the certifications in item (2) thereof; or

(C) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B, including the certifications required by item (3) thereof, if applicable.

(ii) *Restricted Definitive Notes to Unrestricted Definitive Notes*. Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note of the same series or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note of the same series if:

(A) such exchange or transfer is effected pursuant to an Exchange Offer relating to such series of Notes in accordance with the Registration Rights Agreement and the Holder of such beneficial interest, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal (or via the Depositary's book-entry system) that it is not (i) a Participating Broker-Dealer, (ii) a Person participating in the distribution of the Exchange Notes or (iii) a Person who is an affiliate (as defined in Rule 144) of the Issuers;

(B) any such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) any such transfer is effected by a Participating Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the Holder of such Restricted Definitive Notes proposes to exchange such Notes for an Unrestricted Definitive Note, a certificate from such Holder substantially in the form of Exhibit C, including the certifications in item (1)(d) thereof; or

(2) if the Holder of such Restricted Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder substantially in the form of Exhibit B, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) *Unrestricted Definitive Notes to Unrestricted Definitive Notes*. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) Exchange Offer. Upon the occurrence of the Exchange Offer in accordance with the Registration Rights Agreement, the Issuers shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate:

(1) one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of the beneficial interests in the Restricted Global Notes of the same series tendered for acceptance by Persons that certify in the applicable Letters of Transmittal that (A) they are not Participating Broker-Dealers, (B) they are not participating in a distribution of the Exchange Notes and (C) they are not affiliates (as defined in Rule 144) of the Issuers and accepted for exchange in the Exchange Offer; and

(2) Unrestricted Definitive Notes in an aggregate principal amount equal to the principal amount of the Restricted Definitive Notes of the same series tendered for acceptance by Persons that certify in the applicable Letters of Transmittal that (A) they are not Participating Broker-Dealers, (B) they are not participating in a distribution of the Exchange Notes and (C) they are not affiliates (as defined in Rule 144) of the Issuers and accepted for exchange in the Exchange Offer.

Concurrently with the issuance of such Notes, the Trustee shall cause the aggregate principal amount of the applicable Restricted Global Notes to be reduced accordingly, and the Issuers shall execute and the Trustee shall authenticate and deliver to the Persons designated by the Holders of Definitive Notes so accepted Unrestricted Definitive Notes in the appropriate principal amount. Any

Notes that remain outstanding after the consummation of the Exchange Offer, and Exchange Notes issued in connection with the Exchange Offer, shall be treated as a single class of securities of such series of Notes under this Indenture.

(g) Legends. The following legends shall appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture:

(i) *Private Placement Legend*.

(A) Except as permitted by subparagraph (B) below, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE THAT IS ONE YEAR (IN THE CASE OF THE 144A NOTES) OR 40 DAYS (IN THE CASE OF THE REGULATION S NOTES) AFTER THE LATER OF THE ORIGINAL ISSUE DATE OF THE NOTES AND THE LAST DATE ON WHICH THE ISSUERS OR ANY AFFILIATE OF THE ISSUERS WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) ONLY (A) TO THE ISSUERS OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, OTHER THAN THE EXEMPTION PROVIDED BY RULE 144, SUBJECT TO THE ISSUERS' AND THE TRUSTEE'S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C), (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/ OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM."

(B) Notwithstanding the foregoing, any Global Note or Definitive Note issued pursuant to subparagraph (b)(iv), (c)(iii), (c)(iv), (d)(ii), (d)(iii), (e)(ii), (e)(iii) or (f) of this Section 2.06 (and all Notes issued in exchange therefor or substitution thereof) shall not bear the Private Placement Legend.

(ii) *Global Note Legend*. Each Global Note shall bear a legend in substantially the following form:

"THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06(h) OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE ISSUERS. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC") TO THE ISSUERS OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

(iii) *Regulation S Temporary Global Note Legend*. The Regulation S Temporary Global Note shall bear a legend in substantially the following form:

"THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR DEFINITIVE NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN)."

(iv) After a transfer of any Notes during the period of the effectiveness of a Shelf Registration Statement with respect to such Notes, all requirements pertaining to the Private Placement Legend on such Notes shall cease to apply.

(v) Upon the consummation of an Exchange Offer with respect to the Notes pursuant to which Holders of such Notes are offered Exchange Notes in exchange for their Notes, the Exchange Notes in global form without the Private Placement Legend shall be available to Holders that exchange such Notes in such Exchange Offer.

(h) Cancellation and/or Adjustment of Global Notes. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes of the same series, the principal amount of Notes of the series represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note of the same series, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(i) General Provisions Relating to Transfers and Exchanges.

(i) To permit registrations of transfers and exchanges, the Issuers shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon receipt of an Authentication Order in accordance with Section 2.02 or at the Registrar's request.

(ii) No service charge shall be made to a holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Issuers may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.07, 2.10, 3.06, 3.09, 4.10, 4.14 and 9.05).

(iii) Neither the Registrar nor the Issuers shall be required to register the transfer of or exchange any Note selected for redemption or tendered (and not withdrawn) for repurchase in whole or in part, except the unredeemed or unpurchased portion of any Note being redeemed or repurchased in part.

(iv) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid obligations of the Issuers, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(v) The Issuers shall not be required (A) to issue, to register the transfer of or to exchange any Notes of any series during a period beginning at the opening of business 15 days before the day of any selection of Notes of such series for redemption under Section 3.02 and ending at the close of business on the day of selection, (B) to register the transfer of or to exchange any Note so selected for redemption or tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer, an Asset Sale Offer or other tender offer, in whole or in part, except the unredeemed portion of any Note being redeemed in part or (C) to register the transfer of or to exchange a Note between a Record Date and the next succeeding Interest Payment Date.

(vi) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Issuers may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of (and premium, if any) and interest (including Special Interest, if any) on such Notes and for all other purposes, and none of the Trustee, any Agent or the Issuers shall be affected by notice to the contrary.

(vii) Upon surrender for registration of transfer of any Note at the office or agency of the Issuers designated pursuant to Section 4.02, the Issuers shall execute, and the Trustee shall authenticate and mail, in the name of the designated transferee or transferees, one or more replacement Notes of any authorized denomination or denominations of a like aggregate principal amount.

(viii) At the option of the Holder, Notes of any series may be exchanged for other Notes of such series of any authorized denomination or denominations of a like aggregate principal amount upon surrender of the Notes of such series to be exchanged at such office or agency. Whenever any Global Notes or Definitive Notes are so surrendered for exchange, the Issuers shall execute, and the Trustee shall authenticate and mail, the replacement Global Notes and Definitive Notes which the Holder making the exchange is entitled to in accordance with the provisions of Section 2.02.

(ix) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.06 to effect a registration of transfer or exchange may be submitted by facsimile.

(x) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(xi) Neither the Trustee nor any Agent shall have any responsibility for any actions taken or not taken by the Depositary.

SECTION 2.07. Replacement Notes.

If any mutilated Note is surrendered to the Trustee, the Registrar or the Issuers and the Trustee receives evidence to its satisfaction of the ownership and destruction, loss or theft of any Note,

the Issuers shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Issuers, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Issuers to protect the Issuers, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Issuers may charge for its expenses in replacing a Note.

Every replacement Note is a contractual obligation of the Issuers and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

SECTION 2.08. Outstanding Notes.

The Notes of any series outstanding at any time are all the Notes of such series authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section 2.08 as not outstanding. Except as set forth in Section 2.09, a Note does not cease to be outstanding because an Issuer or an Affiliate of an Issuer holds the Note.

If a Note is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser.

If the principal amount of any Note is considered paid under Section 4.01, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than the Issuers, a Subsidiary or an Affiliate of any thereof) holds, on a Redemption Date or the Maturity, money sufficient to pay Notes payable on that date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

SECTION 2.09. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes of a series have concurred in any direction, waiver or consent, Notes of a series owned by the Issuers, or by any Affiliate of the Issuers, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes of a series that a Responsible Officer of the Trustee knows are so owned shall be so disregarded. Notes of a series so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to deliver any such direction, waiver or consent with respect to the Notes of a series and that the pledgee is not an Issuer or any obligor upon the Notes of a series or any Affiliate of an Issuer or of such other obligor.

SECTION 2.10. Temporary Notes.

Until certificates representing Notes of any series are ready for delivery, the Issuers may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of certificated Notes but may have variations that the Issuers considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Issuers shall prepare and the Trustee shall authenticate Definitive Notes of the same series in exchange for temporary Notes.

Holders and beneficial holders, as the case may be, of temporary Notes of any series shall be entitled to all of the benefits accorded to Holders, or beneficial holders, respectively, of Notes of such series under this Indenture.

SECTION 2.11. Cancellation.

The Issuers at any time may deliver Notes of any series to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee or, at the direction of the Trustee, the Registrar or the Paying Agent and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall dispose of cancelled Notes (subject to the record retention requirement of the Exchange Act). Certification of the disposal of all cancelled Notes shall be delivered to the Issuers upon their written request. The Issuers may not issue new Notes to replace Notes that have been paid or that have been delivered to the Trustee for cancellation.

SECTION 2.12. Defaulted Interest.

If the Issuers default in a payment of interest on the Notes of any series, they shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest to the Persons who are Holders on a subsequent special Record Date, in each case at the rate provided in the Notes of such series and in Section 4.01. The Issuers shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note of such series and the date of the proposed payment, and at the same time the Issuers shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such defaulted interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such defaulted interest as provided in this Section 2.12. The Trustee shall fix or cause to be fixed each such special Record Date and payment date; provided that no such special Record Date shall be less than 10 days prior to the related payment date for such defaulted interest. The Trustee shall promptly notify the Issuers of such special Record Date. At least 15 days before the special Record Date, the Issuers (or, upon the written request of the Issuers, the Trustee in the name and at the expense of the Issuers) shall send or cause to be sent to each Holder of such series of Notes a notice at his or her address as it appears in the Note Register that states the special Record Date, the related payment date and the amount of such interest to be paid.

Subject to the foregoing provisions of this Section 2.12 and for greater certainty, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

SECTION 2.13. CUSIP Numbers.

The Issuers in issuing the Notes of any series may use CUSIP or ISIN numbers or both numbers (if then generally in use) and, if so, the Trustee shall use CUSIP or ISIN numbers or both numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuers will as promptly as practicable notify the Trustee of any change in the CUSIP or ISIN numbers of any Notes.

ARTICLE 3

REDEMPTION

SECTION 3.01. Notices to Trustee.

If the Issuers elect to redeem Notes of any series pursuant to the optional redemption terms set forth in the Officer's Certificate, supplemental indenture or resolutions of the Issuers' Boards of Directors, as applicable, governing such series of Notes, it shall furnish to the Trustee, at least 2 Business Days (or such shorter time period as the Trustee may agree) before notice of redemption is required to be sent or caused to be sent to Holders pursuant to Section 3.03 but not more than 70 days before a Redemption Date (except as set forth in the last paragraph of Section 3.03), an Officer's Certificate setting forth (i) the paragraph or subparagraph of such Note and/or Section of this Indenture or the Officer's Certificate, supplemental indenture or resolutions of the Issuers' Boards of Directors governing such series of Notes, as applicable, pursuant to which the redemption shall occur, (ii) the Redemption Date, (iii) the principal amount of the Notes to be redeemed and (iv) the Redemption Price.

SECTION 3.02. Selection of Notes to Be Redeemed or Purchased.

If less than all of the Notes of any series are to be redeemed or purchased in an offer to purchase at any time, such Notes shall be selected for redemption or repurchase by lot, pro rata, or by such other method the Trustee considers fair and appropriate; provided that if the Notes are represented by Global Notes, interests in the Notes shall be selected for redemption or repurchase by DTC in accordance with its standard procedures therefor. Such Notes of a series to be redeemed or purchased shall be selected, unless otherwise provided herein, not less than 15 nor more than 60 days prior to the Redemption Date from the outstanding Notes of such series not previously called for redemption or purchase.

The Trustee shall promptly notify the Issuers in writing of the Notes selected for redemption or purchase and, in the case of any Note selected for partial redemption or purchase, the principal amount thereof to be redeemed or purchased. Notes and portions of Notes selected shall be in amounts of $1,000 or whole multiples of $1,000 in excess thereof; no Notes of $2,000 or less can be redeemed or repurchased in part, except that if all of the Notes of a Holder are to be redeemed or purchased, the entire outstanding amount of Notes of such series held by such Holder, even if not a multiple of $1,000, shall be redeemed or purchased. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes of a series called for redemption or purchase also apply to portions of Notes of that series called for redemption or purchase.

SECTION 3.03. Notice of Redemption.

Subject to Section 3.09, the Issuers shall deliver electronically, mail or cause to be mailed by first-class mail, postage prepaid, notices of redemption at least 15 days (or such shorter period as is specified solely in respect of any Special Mandatory Redemption), but except as set forth in the last paragraph of this Section 3.03, but not more than 60 days before the Redemption Date or purchase date to each Holder of Notes to be redeemed at such Holder's registered address or otherwise in accordance with the procedures of DTC, except that redemption notices may be delivered or mailed more than 60 days prior to a Redemption Date if the notice is issued in connection with Article 8 or Article 11. Notices of redemption may be conditional.

The notice shall identify the series of Notes to be redeemed and shall state:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if any Note is to be redeemed or purchased in part only, the portion of the principal amount of that Note that is to be redeemed or purchased and that, with respect to Notes represented by Definitive Notes after the Redemption Date upon surrender of such Note, a new Note or Notes in a principal amount equal to the unredeemed or unpurchased portion of the original Note representing the same indebtedness to the extent not redeemed or repurchased will be issued in the name of the Holder of such Notes upon cancellation of the original Note; provided that the new Notes will be only issued in denominations of $2,000 and any integral multiple of $1,000 in excess thereof;

(d) the name and address of the Paying Agent;

(e) that Notes of the series called for redemption must be surrendered to the Paying Agent to collect the Redemption Price;

(f) that, unless the Issuers default in making such redemption payment, interest on Notes of the series called for redemption ceases to accrue on and after the Redemption Date;

(g) the paragraph or subparagraph of the Notes and/or Section of this Indenture or the Officer's Certificate, supplemental indenture or resolutions of the Issuers' Boards of Directors governing such series of Notes, as applicable, pursuant to which the Notes called for redemption are being redeemed;

(h) that no representation is made as to the correctness or accuracy of the CUSIP or ISIN number, if any, listed in such notice or printed on the Notes; and

(i) if in connection with a redemption of any series of Notes pursuant to the optional redemption terms set forth in the Officer's Certificate, supplemental indenture or resolutions of the Issuers' Boards of Directors governing such series of Notes, as applicable, any condition to such redemption.

A notice of redemption need not set forth the exact Redemption Price but only the manner of calculation thereof.

Notice of any redemption of, or any offer to purchase, the Notes may, at the Issuers' discretion, be given in connection with another transaction (or series of related transactions) and prior to the completion or the occurrence thereof, and any such redemption or purchase may, at the Issuers' discretion, be subject to one or more conditions precedent, including, but not limited to, completion or occurrence of the related transaction or event, as the case may be. In addition, if such redemption or purchase is subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Issuers' discretion, the redemption or purchase date may be delayed until such time (including more than 60 days after the date the notice of redemption or offer to purchase was mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption or

purchase date or by the redemption or purchase date as so delayed, or such notice or offer may be rescinded at any time in the Issuers' discretion if the Issuers reasonably believe that any or all of such conditions will not be satisfied. In addition, the Issuers may provide in such notice that payment of the redemption or purchase price and performance of the Issuers' obligations with respect to such redemption or offer to purchase may be performed by another Person.

SECTION 3.04. Effect of Notice of Redemption or Purchase.

Once notice of redemption is sent (including electronically) in accordance with Section 3.03, Notes of a series called for redemption or purchase become irrevocably due and payable on the Redemption Date or purchase date, as applicable, at the Redemption Price or purchase price, as applicable, unless such redemption or purchase is conditioned on the happening of a future event. The notice, if sent in a manner herein provided (including electronically), shall be conclusively presumed to have been given, whether or not the Holder receives such notice. In any case, failure to give such notice or any defect in the notice to the Holder of any Note designated for redemption or purchase in whole or in part shall not affect the validity of the proceedings for the redemption or purchase of any other Note or portions thereof. Subject to Section 3.05, on and after the Redemption Date or purchase date, as applicable, interest ceases to accrue on Notes or portions of Notes called for redemption or purchase.

SECTION 3.05. Deposit of Redemption or Purchase Price.

Prior to noon (New York City time) on the Redemption Date or purchase date, the Issuers shall deposit with the Trustee or with the Paying Agent money sufficient to pay the Redemption Price or purchase price of and accrued and unpaid interest (including Special Interest, if any) on all Notes to be redeemed or purchased on that date. The Trustee or the Paying Agent shall promptly return to the Issuers any money deposited with the Trustee or the Paying Agent by the Issuers in excess of the amounts necessary to pay the Redemption Price of, and accrued and unpaid interest on, all Notes to be redeemed or purchased.

If the Issuers comply with the provisions of the preceding paragraph, on and after the Redemption Date or purchase date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption or purchase. If a Note is redeemed or purchased on or after a Record Date but on or prior to the related Interest Payment Date, then any accrued and unpaid interest to the Redemption Date or purchase date shall be paid to the Person in whose name such Note was registered at the close of business on such Record Date. If any Note called for redemption or purchase shall not be so paid upon surrender for redemption or purchase because of the failure of the Issuers to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the Redemption Date or purchase date until such principal is paid, and to the extent lawful on any interest accrued to the Redemption Date or purchase date not paid on such unpaid principal, in each case at the rate provided in such series of Notes and in Section 4.01.

SECTION 3.06. Notes Redeemed or Purchased in Part.

Upon surrender of a Note that is redeemed or purchased in part, the Issuers shall issue and the Trustee shall authenticate for the Holder at the expense of the Issuers a new Note of the same series equal in principal amount to the unredeemed or unpurchased portion of the Note surrendered representing the same indebtedness to the extent not redeemed or purchased; provided that each new Note will be issued in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. It is understood that, notwithstanding anything in this Indenture to the contrary, only an Authentication Order and not an Opinion of Counsel or Officer's Certificate is required for the Trustee to authenticate such new Note.

SECTION 3.07. Optional Redemption.

The optional redemption terms with respect to any series of Notes shall be set forth in the Officer's Certificate, supplemental indenture or resolutions of the Issuers' Boards of Directors, as applicable, governing such series of Notes. The Issuers and their Affiliates may at any time and from time to time acquire Notes by means other than a redemption, including through the purchase of Notes in the open market, in privately negotiated transactions or otherwise.

SECTION 3.08. Mandatory Redemption.

Except as provided in Section 3.10, the Issuers shall not be required to make any mandatory redemption or sinking fund payments with respect to any series of Notes.

SECTION 3.09. Offers to Repurchase by Application of Excess Proceeds.

(a) In the event that, pursuant to Section 4.10, the Issuers shall be required to commence an Asset Sale Offer, it shall follow the procedures specified below.

(b) The Asset Sale Offer shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "Offer Period"). No later than five Business Days after the termination of the Offer Period (the "Purchase Date"), the Issuers shall apply all Excess Proceeds (the "Offer Amount") to the purchase of all Notes and, if required, other First Lien Obligations (on a pro rata basis, if applicable), or, if less than the Offer Amount has been tendered, all Notes and other First Lien Obligations tendered in response to the Asset Sale Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

(c) If the Purchase Date is on or after a Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest and Special Interest, if any, up to but excluding the Purchase Date, shall be paid to the Person in whose name a Note is registered at the close of business on such Record Date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Asset Sale Offer.

(d) Upon the commencement of an Asset Sale Offer, the Issuers shall send, electronically or by first-class mail, a notice to each of the Holders, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Asset Sale Offer. The Asset Sale Offer shall be made to all Holders and holders of other First Lien Obligations. The notice, which shall govern the terms of the Asset Sale Offer, shall state:

(1) that the Asset Sale Offer is being made pursuant to this Section 3.09 and Section 4.10 and the length of time the Asset Sale Offer shall remain open;

(2) the Offer Amount, the purchase price and the Purchase Date;

(3) that any Note not tendered or accepted for payment shall continue to accrue interest;

(4) that, unless the Issuers default in making such payment, any Note accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest after the Purchase Date;

(5) that Holders electing to have a Note purchased pursuant to an Asset Sale Offer may elect to have Notes purchased in amounts of $1,000 or whole multiples of $1,000 in excess thereof only;

(6) that Holders electing to have a Note purchased pursuant to any Asset Sale Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" attached to the Note completed, or transfer by book-entry transfer, to the Issuers, the Depositary, if appointed by the Issuers, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(7) that Holders shall be entitled to withdraw their election if the Issuers, the Depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(8) that, if the aggregate principal amount of Notes and other First Lien Obligations surrendered by the holders thereof exceeds the Offer Amount, the Notes and such other First Lien Obligations shall be selected to be purchased on a pro rata basis based on the accreted value or principal amount of the Notes or such other First Lien Obligations tendered (with such adjustments so that only Notes in denominations of $1,000, or integral multiples of $1,000 in excess thereof, shall be purchased; provided that no Notes of $2,000 or less can be redeemed in part, except that if all of the Notes of a Holder are to be redeemed or purchased, the entire outstanding amount of Notes of such Holder, even if not a multiple of $1,000, shall be redeemed or purchased); and

(9) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer) representing the same indebtedness to the extent not repurchased.

(e) On or before the Purchase Date, the Issuers shall, to the extent lawful, (1) accept for payment, on a pro rata basis to the extent necessary, the Offer Amount of Notes or portions thereof validly tendered pursuant to the Asset Sale Offer, or if less than the Offer Amount has been tendered, all Notes tendered and (2) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof so tendered.

(f) The Issuers, the Depositary or the Paying Agent, as the case may be, shall promptly mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes properly tendered by such Holder and accepted by the Issuers for purchase, and the Issuers shall promptly issue a new Note, and the Trustee, upon receipt of an Authentication Order, shall authenticate and mail or deliver (or cause to be transferred by book-entry) such new Note to such Holder (it being understood that, notwithstanding anything in this Indenture to the contrary, no Opinion of Counsel or Officer's Certificate is required for the Trustee to authenticate and mail or deliver such new Note) in a principal amount equal to any unpurchased portion of the Note surrendered representing the same indebtedness to the extent not repurchased; provided, that each such new Note shall be in a principal amount of $2,000 or an integral

multiple of $1,000 in excess thereof. Any Note not so accepted shall be promptly mailed or delivered by the Issuers to the Holder thereof. The Issuers shall publicly announce the results of the Asset Sale Offer on or as soon as practicable after the Purchase Date.

Other than as specifically provided in this Section 3.09 or Section 4.10, any purchase pursuant to this Section 3.09 shall be made pursuant to the applicable provisions of Sections 3.01 through 3.06.

SECTION 3.10. Special Mandatory Redemption.

If (i) the Escrow Agent has not received the Officer's Certificate described in Section 4.17(e) on or prior to the Escrow End Date, (ii) the Fincos notify the Escrow Agent in writing that Denali and Dell will not pursue the consummation of the Dell-EMC Merger or (iii) either (x) the Fincos fail to timely deposit (or cause to be timely deposited) in cash and/or (y) Dell International or its Affiliate fails to cause such lenders to issue such letters of credit in such amounts required by Section 4.17(b) on or one (1) Business Day after the applicable deposit date as set forth in Section 4.17(b), then the Escrow Agent shall release the Escrowed Property (including investment earnings thereon and proceeds thereof) to the Trustee and, on the third (3rd) Business Day succeeding (x) the Escrow End Date (in the case of clause (i)), (y) the date of such notice (in the case of clause (ii)) and (z) the applicable deposit date (in the case of clause (iii)) (such third Business Day, the "Special Mandatory Redemption Date"), the Trustee shall pay the amounts to the paying agent for payment to the Holders of the Initial Notes (the "Special Mandatory Redemption") at a Redemption Price calculated by the Fincos (the "Special Mandatory Redemption Price") equal to 101% of the initial issue price of each applicable series of Initial Notes, plus accrued and unpaid interest from the Issue Date to, but excluding, the Special Mandatory Redemption Date. On the Special Mandatory Redemption Date, the Trustee will pay to the Fincos any Escrowed Property (including investment earnings thereon and proceeds thereof) in excess of the amount necessary to effect the Special Mandatory Redemption of such Initial Notes on the Special Mandatory Redemption Date.

ARTICLE 4
COVENANTS

SECTION 4.01. Payment of Notes.

The Issuers shall pay or cause to be paid the principal of, premium, if any, and interest on each series of Notes on the dates and in the manner provided in such series of Notes; provided that all payments of principal, premium, if any, and interest with respect to the Notes represented by one or more Global Notes registered in the name of or held by DTC or its nominee will be made in accordance with DTC's applicable procedures. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than Special Interest, if any, Denali or a Subsidiary, holds as of noon (New York City time) on the due date money deposited by the Issuers in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due. The Issuers will pay all Special Interest, if any, in the same manner on the dates and in the amounts set forth in the Registration Rights Agreement. If an Interest Payment Date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and no interest on such payment will accrue in respect of the delay.

The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Special Interest at the same rate to the extent lawful.

SECTION 4.02. Maintenance of Office or Agency.

The Issuers shall maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes of any series may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuers in respect of the Notes of such series and this Indenture may be served. The Issuers shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuers shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Issuers may also from time to time designate one or more other offices or agencies where Notes of any series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided that no such designation or rescission shall in any manner relieve the Issuers of their obligation to maintain an office or agency for such purposes. The Issuers shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Issuers hereby designate the Corporate Trust Office of the Trustee as one such office or agency of the Issuers in accordance with Section 2.03.

SECTION 4.03. Reports and Other Information.

(a) Whether or not Dell is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, so long as any Notes are outstanding, Dell shall have its annual consolidated financial statements audited by a nationally recognized firm of independent auditors and its interim consolidated financial statements reviewed by a nationally recognized firm of independent auditors in accordance with Statement on Auditing Standards No. 100 issued by the American Institute of Certified Public Accountants (or any similar replacement standard). In addition, so long as any Notes are outstanding, Dell shall furnish to the Holders (x) all annual and quarterly financial statements substantially in forms that would be required to be contained in a filing with the SEC on Forms 10-K and 10-Q of Dell, if Dell is at such time required to file such forms and (y) with respect to the annual financial statements only, a report on the annual financial statements by Dell's independent registered public accounting firm; provided, however, that (i) in no event shall such financial statements be required to comply with Rule 3-10 of Regulation S-X promulgated by the SEC or contain separate financial statements for the Issuers, the Guarantors or other Affiliates the shares of Capital Stock and other securities of which are pledged to secure the Notes or any Note Guarantee that would be required under Section 3-10 or Section 3-16 of Regulation S-X, respectively, promulgated by the SEC and (ii) in no event shall such financial statements be required to comply with Regulation G under the Exchange Act or Item 10(e) of Regulation S-K promulgated by the SEC with respect to any non-GAAP financial measures contained therein.

(b) All such annual financial statements shall be furnished within 90 days after the end of the fiscal year to which they relate, and all such quarterly financial statements shall be furnished within 45 days after the end of the fiscal quarter to which they relate.

(c) Dell shall make available such information and such financial statements (as well as the details regarding the conference call (to the extent there is one) described in clause (2) of Section 4.03(d))

to the Trustee under this Indenture, to any Holder of the Notes and, upon request, to any beneficial owner of the Notes, in each case by posting such information on its website on Intralinks or any comparable password-protected online data system which shall require a confidentiality acknowledgment, and shall make such information readily available to any Holder of the Notes, any bona-fide prospective investor in the Notes, any securities analyst (to the extent providing analysis of investment in the Notes) or any market maker in the Notes who agrees to treat such information as confidential or accesses such information on Intralinks or any comparable password-protected online data system which will require a confidentiality acknowledgment; provided that Dell shall post such information thereon and make readily available any password or other login information to any such Holder of the Notes, bona-fide prospective investor, securities analyst or market maker; provided, further, however, Dell may deny access to any competitively-sensitive information otherwise to be provided pursuant to this Section 4.03 to any such Holder, bona-fide prospective investor, security analyst or market maker that is a competitor of Dell and its Subsidiaries to the extent that Dell determines in good faith that the provision of such information to such Person would be competitively harmful to Dell and its Subsidiaries.

(d) So long as any Notes are outstanding, Dell shall either, at its option:

(1) include a "Management's Discussion and Analysis of Financial Condition and Results of Operations" section with the delivery of the annual and quarterly financial statements required by Section 4.03(a); or

(2) (i) as promptly as reasonably practicable after furnishing to the Trustee the annual and quarterly financial statements required by Section 4.03(a), hold a conference call to discuss the results of operations for the relevant reporting period; and

(ii) post a press release on its website on Intralinks or any comparable password-protected online data system prior to the date of the conference call held in accordance with clause (2)(i) of this Section 4.03(d), announcing the time and date of such conference call and including all information necessary to access the call.

(e) In addition, Dell shall furnish to prospective investors of any series of Notes, upon their request, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act so long as such series of Notes are not freely transferable under the Securities Act.

(f) Any Parent Entity may satisfy the obligations of Dell set forth in this Section 4.03 by providing the requisite financial and other information of such Parent Entity instead of Dell; provided that to the extent such Parent Entity holds assets (other than its direct or indirect interest in Dell) that exceeds the lesser of (i) 1% of the Total Assets of such Parent Entity and (ii) 1% of the total revenue for the preceding fiscal year of such Parent Entity, then such information related to such Parent Entity shall be accompanied by consolidating information, which may be unaudited, that explains in reasonable detail the differences between the information of such Parent Entity, on the one hand, and the information relating to Dell and its Subsidiaries on a stand-alone basis, on the other hand.

(g) Dell shall be deemed to have furnished the financial statements referred to in Section 4.03(a) and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" set forth in clause (1) of Section 4.03(d), if applicable, if Dell or any direct or indirect parent of Dell has filed reports containing such information (or any such information of a Parent Entity in accordance with this Section 4.03(g)) with the SEC.

(h) Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuers' compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

SECTION 4.04. Compliance Certificate.

(a) Covenant Parent shall deliver to the Trustee, within 120 days after the end of each fiscal year of Covenant Parent ending after the Issue Date, a certificate from the principal executive officer, principal financial officer or principal accounting officer stating that a review of the activities of the Covenant Parties during the preceding fiscal year has been made under the supervision of the signing Officer with a view to determining whether the Issuers have kept, observed, performed and fulfilled their obligations under this Indenture, and further stating, as to such Officer signing such certificate, that to the best of his or her knowledge the Issuers have kept, observed, performed and fulfilled each and every condition and covenant contained in this Indenture and are not in default in the performance or observance of any of the terms, provisions, covenants and conditions of this Indenture (or, if a Default shall have occurred, describing all such Defaults of which he or she may have knowledge and what action the Issuers are taking or propose to take with respect thereto).

(b) When any Default has occurred and is continuing under this Indenture, or if the Trustee or the holder of any other evidence of Indebtedness of an Issuer or any Guarantor gives any notice or takes any other action with respect to a claimed Default, Covenant Parent shall promptly (which shall be no more than thirty (30) days) deliver to the Trustee an Officer's Certificate specifying such event and what action the Issuers propose to take with respect thereto.

SECTION 4.05. Taxes.

Covenant Parent shall pay, and shall cause each of the other Covenant Parties to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate negotiations or proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

SECTION 4.06. Stay, Extension and Usury Laws.

The Issuers and each of the Guarantors covenant (to the extent that they may lawfully do so) that they shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuers and each of the Guarantors (to the extent that they may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and covenant that they shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

SECTION 4.07. [Reserved].

SECTION 4.08. [Reserved].

SECTION 4.09. [Reserved].

SECTION 4.10. Asset Sales.

(a) Prior to the occurrence of a Release Event, each Issuer and, after the Effective Date, the other Covenant Parties, shall not consummate, directly or indirectly, an Asset Sale of Collateral unless:

(1) such Covenant Party receives consideration at the time of such Asset Sale at least equal to the fair market value (measured at the time of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of; and

(2) except in the case of a Permitted Asset Swap, at least 75% of the consideration (measured at the time of contractually agreeing to such Asset Sale) for such Asset Sale, together with all other Asset Sales since the Effective Date (on a cumulative basis), received by the Covenant Parties is in the form of cash or Cash Equivalents.

(b) Within 450 days after the receipt of any Net Proceeds from any Asset Sale covered by Section 4.10(a) (the "Asset Sale Proceeds Application Period"), a Covenant Party, at its option, may apply an amount equal to the Net Proceeds from such Asset Sale,

(1) to repay either (i) Obligations under the Notes, (ii) Obligations under the Senior Credit Facilities or the Asset Sale Bridge Facility or (iii) First Lien Obligations (other than the Notes, the Senior Credit Facilities and the Asset Sale Bridge Facility), and in the case of revolving obligations (other than obligations in respect of any asset-based credit facility), to correspondingly reduce commitments with respect thereto; provided that in the case of any repayment pursuant to clause (iii), such Covenant Party will either (A) reduce the aggregate principal amount of Obligations under the Notes on an equal or ratable basis with any First Lien Obligations repaid pursuant to clause (iii) by, at its option, (x) redeeming Notes of any series pursuant to the optional redemption terms set forth in the Officer's Certificate, supplemental indenture or resolutions of the Issuers' Boards of Directors, as applicable, governing such series of Notes and/or (y) purchasing Notes through open-market purchases or in privately negotiated transactions at market prices (which may be below par) and/or (B) make an offer (in accordance with the provisions set forth below for an Asset Sale Offer) to all Holders to purchase their Notes on an equal or ratable basis with any First Lien Obligations repaid pursuant to clause (iii) (which offer shall be deemed to be an Asset Sale Offer for purposes hereof);

(2) to invest in the business of the Covenant Parent and its Subsidiaries, including (i) any investment in Additional Assets and (ii) making capital expenditures;

(3) to repay indebtedness of a Subsidiary of an Issuer that is not a Guarantor, other than Indebtedness owed to an Issuer or a Guarantor; or

(4) any combination of the foregoing;

provided that, in the case of clause (2) above, a binding commitment or letter of intent shall be treated as a permitted application of the Net Proceeds from the date of such commitment or letter of intent so long as such Covenant Party enters into such commitment or letter of intent with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment or letter of intent within 180 days of the expiration of the Asset Sale Proceeds Application Period (an "Acceptable Commitment") and such Net Proceeds are actually applied in such manner within 180 days of the expiration of the Asset Sale Proceeds Application Period (the period from the consummation of the Asset Sale to such date, the "First Commitment Application Period"), and, in the event any Acceptable Commitment is later cancelled or terminated for any reason after the expiration of the Asset Sale Proceeds Application Period and before the Net Proceeds are applied in connection therewith, then such Net Proceeds shall constitute Excess Proceeds unless such Covenant Party reasonably expects to enter into another Acceptable Commitment prior to the expiration of the First Commitment Application Period (a "Second Commitment") and such Net Proceeds are actually applied in such manner prior to 180 days from the date of entering into the Second Commitment; provided, further, that if any Second Commitment is later cancelled or terminated for any reason before such Net Proceeds are applied or if such Second Commitment is not entered into prior to the expiration of the First Commitment Application Period, then such Net Proceeds shall constitute Excess Proceeds.

(c) Any Net Proceeds from the Asset Sale covered by Section 4.10 that are not invested or applied as provided and within the time period set forth in Section 4.10(b) will be deemed to constitute "Excess Proceeds." No later than 20 Business Days after the date that the aggregate amount of Excess Proceeds exceeds $500.0 million, the Issuers shall make an offer to all Holders and, if required by the terms of other First Lien Obligations, to the holders of such other First Lien Obligations (an "Asset Sale Offer"), to purchase the maximum aggregate principal amount (or accreted value, as applicable) of the Notes and such other First Lien Obligations that is, in the case of the Notes only, equal to $1,000 or an integral multiple thereof that may be purchased out of the Excess Proceeds at an offer price, in the case of the Notes only, in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding the date fixed for the repurchase of such Notes pursuant to such offer, in accordance with the procedures set forth in this Indenture and, if applicable, the other documents governing such other First Lien Obligations. The Issuers shall commence an Asset Sale Offer by sending the notice required pursuant to the terms of this Indenture, with a copy to the Trustee. The Issuers may satisfy the foregoing obligation with respect to such Net Proceeds from an Asset Sale by making an Asset Sale Offer in advance of being required to do so by this Indenture (an "Advance Offer") with respect to all or part of the available Net Proceeds (the "Advance Portion").

(d) To the extent that the aggregate principal amount (or accreted value, as applicable) of Notes and such other First Lien Obligations tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds (or, in the case of an Advance Offer, the Advance Portion), the Issuers may use any remaining Excess Proceeds (or, in the case of an Advance Offer, the Advance Portion) in any manner not prohibited by this Indenture. If the aggregate principal amount (or accreted value, as applicable) of Notes or such other First Lien Obligations tendered pursuant to an Asset Sale Offer exceeds the amount of Excess Proceeds (or, in the case of an Advance Offer, the Advance Portion), the Issuers shall select the Notes (subject to applicable DTC procedures as to Global Notes) and the Issuers or the representative of such other First Lien Obligations shall select such other First Lien Obligations to be purchased or repaid on a pro rata basis based on the accreted value or principal amount of the Notes and such other First Lien Obligations tendered, with adjustments as necessary so that no Notes or such other First Lien Obligations, as the case may be, will be repurchased in an unauthorized denomination; provided, that no Notes of $2,000 or less shall be repurchased in part. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero (regardless of whether there are any remaining Excess Proceeds upon such completion), and in the case of an Advance Offer, the Advance Portion shall be excluded in subsequent calculations of Excess Proceeds.

(e) Pending the final application of an amount equal to the Net Proceeds pursuant to Section 4.10, the holder of such Net Proceeds may apply any Net Proceeds temporarily to reduce indebtedness outstanding under a revolving credit facility (including under the Senior Credit Facilities) or otherwise invest such Net Proceeds in any manner not prohibited by this Indenture.

(f) For purposes of this Section 4.10 only, the following shall be deemed to be cash or Cash Equivalents:

(1) the greater of the principal amount and the carrying value of any liabilities (as reflected on the most recent balance sheet of a Covenant Party or in the footnotes thereto, or if incurred, accrued or increased subsequent to the date of such balance sheet, such liabilities that would have been reflected on the balance sheet of a Covenant Party or in the footnotes thereto if such incurrence, accrual or increase had taken place on or prior to the date of such balance sheet, as determined in good faith by Covenant Parent) of a Covenant Party, other than liabilities that are by their terms subordinated to the Notes, that are assumed by the transferee of any such assets (or are otherwise extinguished in connection with the transactions relating to such Asset Sale) pursuant to a written agreement which releases such Covenant Party from such liabilities;

(2) any securities, notes or other obligations or assets received by a Covenant Party from such transferee that are converted by such Covenant Party into cash or Cash Equivalents, or by their terms are required to be satisfied for cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received), in each case, within 180 days following the closing of such Asset Sale; and

(3) any Designated Non-cash Consideration received by a Covenant Party in such Asset Sale having an aggregate fair market value (with the fair market value of such item of Designated Non-cash Consideration being measured at the time of contractually agreeing to such Asset Sale and without giving effect to subsequent changes in value), taken together with all other Designated Non-cash Consideration received pursuant to this clause (3) that is at that time outstanding, not to exceed 5.0% of the Total Assets at the time of contractually agreeing to such Asset Sale.

(g) The Issuers shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.10, the Issuers shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.10 by virtue of such compliance.

(h) The provisions of this Section 4.10 relating to the Issuers' obligation to make an offer to repurchase the Notes of any series as a result of an Asset Sale may be waived or modified with the written consent of the Holders of a majority in principal amount of the Notes of such series.

SECTION 4.11. Sale and Lease-Back Transactions.

(a) Following the occurrence of a Release Event, the Issuers shall not, and shall not permit any of their Restricted Subsidiaries to, enter into any Sale and Lease-Back Transaction with respect to any

Principal Property unless (a) the Issuers or such Restricted Subsidiary would be entitled to incur Indebtedness secured by a Lien on the Principal Property involved in such transaction at least equal in amount to the Attributable Indebtedness with respect to such Sale and Lease-Back Transaction without equally and ratably securing the Notes pursuant to Section 4.12(b), or (b) the Issuers shall apply an amount equal to the net proceeds of the Attributable Indebtedness with respect to such Sale and Lease-Back Transaction within 365 days after such Sale and Lease-Back Transaction to the defeasance or retirement of any series of Notes or other indebtedness of the Issuers or a Restricted Subsidiary or to the purchase, construction or development of other property.

(b) Notwithstanding the foregoing, following the occurrence of a Release Event, the Issuers and their Restricted Subsidiaries may enter into any Sale and Lease-Back Transaction which would otherwise be prohibited by Section 4.11(a) if, after giving effect thereto and at the time of determination, Aggregate Debt does not exceed at any one time outstanding the greater of (x) $2,000.0 million and (y) 15% of Consolidated Net Tangible Assets.

SECTION 4.12. Liens.

(a) Prior to the occurrence of a Release Event, the Issuers and, after the Effective Date, the other Covenant Parties shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien (except Permitted Liens) on the Collateral or any Principal Property that secures Indebtedness.

(b) Following the occurrence of a Release Event, the Issuers shall not, and shall not permit any of their Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien (except Permitted Post-Release Liens) on any of their or any Restricted Subsidiary's Principal Property or upon any shares of stock or indebtedness of any of our Restricted Subsidiaries that directly owns any Principal Property (whether such Principal Property or shares are now existing or owed or hereafter created or acquired) that secures Indebtedness, unless the Notes are equally and ratably secured with (or, at an Issuer's option, on a senior basis to) the Indebtedness so secured.

(c) Notwithstanding Section 4.12(b), following the occurrence of a Release Event, the Issuers and their Restricted Subsidiaries may, without equally and ratably securing the Notes, create, incur, assume or suffer to exist any Lien which would otherwise be prohibited by Section 4.12(b) if, after giving effect thereto and at the time of determination, Aggregate Debt does not exceed at any one time outstanding the greater of (x) $2,000.0 million and (y) 15% of Consolidated Net Tangible Assets.

(d) Any Lien created for the benefit of Holders of any series of Notes pursuant to Section 4.12(b) shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien that gave rise to the obligation to secure the Notes of such series.

SECTION 4.13. Corporate Existence.

Subject to Article 5, Covenant Parent shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its corporate existence, and the corporate, partnership or other existence of each of the Covenant Parties, in accordance with the respective organizational documents (as the same may be amended from time to time) of such Covenant Party and (ii) the rights (charter and statutory), licenses and franchises of the Covenant Parties; provided that Covenant Parent shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of the Covenant Parties, if Covenant Parent in good faith shall determine that the preservation thereof is no longer desirable in the conduct of the business of Covenant Parent and its Subsidiaries, taken as a whole.

SECTION 4.14. Change of Control Triggering Event.

(a) If a Change of Control Triggering Event occurs with respect to a series of Notes, unless, prior to the time the Issuers are required to make a Change of Control Offer, the Issuers have previously or concurrently mailed or delivered, or otherwise sent through electronic transmission, a redemption notice with respect to all the outstanding Notes of such series pursuant to the optional redemption terms set forth in the Officer's Certificate, supplemental indenture or resolutions of the Issuers' Boards of Directors, as applicable, governing such series of Notes or pursuant to Section 11.01, the Issuers shall make an offer to purchase all of the Notes of such series pursuant to the offer described below (the "Change of Control Offer") at a price in cash (the "Change of Control Payment") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but excluding the date of purchase, subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date falling on or prior to the Change of Control Payment Date. Within 30 days following any Change of Control Triggering Event, the Issuers shall send notice of such Change of Control Offer by electronic delivery or first-class mail, with a copy to the Trustee, to each Holder of such series of Notes to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC, with the following information:

(1) that a Change of Control Offer is being made pursuant to this Section 4.14 and that all Notes of such series properly tendered pursuant to such Change of Control Offer will be accepted for payment by the Issuers;

(2) the purchase price and the purchase date, which will be no earlier than 20 Business Days nor later than 60 days from the date such notice is sent (the "Change of Control Payment Date"); provided that the Change of Control Payment Date may be delayed, in the Issuers' discretion, until such time (including more than 60 days after the date such notice is sent) as any or all such conditions referred to in clause (8) below shall be satisfied;

(3) that any Note of such series not properly tendered will remain outstanding and continue to accrue interest;

(4) that unless the Issuers default in the payment of the Change of Control Payment, all Notes of such series accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control Payment Date;

(5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of such Notes completed, to the Paying Agent specified in the notice at the address specified in the notice prior to the close of business on the third (3rd) Business Day preceding the Change of Control Payment Date;

(6) that Holders shall be entitled to withdraw their tendered Notes and their election to require the Issuers to purchase such Notes, provided that the Paying Agent receives, not later than the expiration time of the Change of Control Offer, a telegram, facsimile transmission or letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;

(7) that if the Issuers are redeeming less than all of the Notes of such series, the Holders of the remaining Notes of such series will be issued new Notes of such series and such new Notes will be equal in principal amount to the unpurchased portion of the Notes surrendered (the unpurchased portion of the Notes must be equal to $2,000 or an integral multiple of $1,000 in excess thereof);

(8) if such notice is sent prior to the occurrence of a Change of Control Triggering Event, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control Triggering Event or such other conditions specified therein and shall describe each such condition, and, if applicable, shall state that, in the Issuers' discretion, the Change of Control Payment Date may be delayed until such time as any or all such conditions shall be satisfied, or that such purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Change of Control Payment Date, or by the Change of Control Payment Date as so delayed; and

(9) the other instructions, as determined by the Issuers, consistent with this Section 4.14, that a Holder must follow.

The Issuers shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 4.14, the Issuers shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.14 by virtue thereof.

(b) On the Change of Control Payment Date, the Issuers shall, to the extent permitted by law,

(1) accept for payment all Notes of the applicable series issued by them or portions thereof properly tendered pursuant to the Change of Control Offer,

(2) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions thereof so tendered, and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officer's Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Issuers.

(c) The Issuers shall not be required to make a Change of Control Offer if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 4.14 applicable to a Change of Control Offer made by the Issuers and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditional upon such Change of Control Triggering Event or such other conditions specified therein, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

(d) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes of any series validly tender and do not withdraw such Notes in a Change of Control Offer and the Issuers, or any third party making a Change of Control Offer in lieu of the Issuers as set forth in clause (c) of this Section 4.14, purchases all of the Notes of such series that have been validly tendered and not withdrawn

by such Holders, the Issuers or such third party shall have the right, upon not less than 15 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer as set forth in this Section 4.14, to redeem (with respect to the Issuers) or purchase (with respect to a third party) all Notes of such series that remain outstanding following such purchase on a date (the "Second Change of Control Payment Date") at a price in cash equal to the Change of Control Payment in respect of the Second Change of Control Payment Date.

(e) Other than as specifically provided in this Section 4.14, any purchase pursuant to this Section 4.14 shall be made pursuant to the provisions of Sections 3.02, 3.05 and 3.06.

(f) The provisions of this Section 4.14 relating to the Issuers' obligation to make a Change of Control Offer with respect to the Notes of any series upon a Change of Control Triggering Event may be waived or modified with the written consent of the Holders of a majority in principal amount of the Notes of such series.

SECTION 4.15. Additional Note Guarantees.

(a) After the Effective Date and prior to the occurrence of a Release Event, Covenant Parent shall not permit any of its Domestic Subsidiaries that is a Wholly-Owned Subsidiary (other than the Issuers, the Guarantors, a Receivables Subsidiary or a Credit Facilities Unrestricted Subsidiary), to become an obligor with respect to any Indebtedness under the Senior Credit Facilities or any capital markets debt securities in an aggregate principal amount in excess of $350.0 million unless such Subsidiary within 60 days (or, in the case of mortgages, within 90 days) executes and delivers a supplemental indenture to this Indenture providing for a Note Guarantee by such Subsidiary and joinders to the First Lien Intercreditor Agreement and Security Documents, if applicable, or new intercreditor agreements and Security Documents, together with any other filings and agreements required by the applicable Security Documents to create or perfect the security interests for the benefit of the Holders in the Collateral of such Subsidiary.

(b) After the occurrence of a Release Event, with respect to each series of Notes, if the aggregate principal amount of Indebtedness of non-guarantor Domestic Subsidiaries that are Wholly-Owned Subsidiaries of Covenant Parent (excluding any Indebtedness under any Permitted Receivables Financing and any Indebtedness of any Credit Facilities Unrestricted Subsidiary or Receivables Subsidiary) that is incurred or issued and outstanding exceeds, in the aggregate, the greater of (x) $2,000.0 million and (y) 15% of Consolidated Net Tangible Assets (the "Guarantee Threshold"), then Covenant Parent shall cause such of its non-guarantor Subsidiaries to, within 60 days, execute and deliver a supplemental indenture to this Indenture providing for a Note Guarantee by such non-guarantor Subsidiaries (each such Note Guarantee, a "Post-Release Event Note Guarantee") such that the aggregate principal amount of Indebtedness of all other non-guarantor Domestic Subsidiaries that are Wholly-Owned Subsidiaries (excluding any Indebtedness under any Permitted Receivables Financing and any Indebtedness of any Credit Facilities Unrestricted Subsidiary or Receivables Subsidiary) that is incurred or issued and outstanding does not exceed the Guarantee Threshold (after giving effect to the provision of Post-Release Event Note Guarantees pursuant to the foregoing); provided that (i) this Section 4.15 shall not be applicable to any Indebtedness of any Subsidiary that existed at the time such Person became a Subsidiary of Covenant Parent (including any Indebtedness incurred in connection with, or in contemplation of, such Person becoming a Subsidiary, so long as Covenant Parent and its Subsidiaries (other than such Person and its Subsidiaries) are not obligors under such Indebtedness), (ii) if the Guarantee Threshold would be exceeded immediately after giving effect to the occurrence of a Release Event, then such Release Event shall be deemed not to have occurred with respect to the release of such Note Guarantees only and (iii) a Post-Release Event Note Guarantee shall be released to the extent the Guarantee Threshold would not be exceeded after giving effect to such release.

SECTION 4.16. [Reserved].

SECTION 4.17. Escrow of Proceeds; Escrow Conditions.

(a) The Fincos shall enter into the Escrow Agreement with the Trustee, The Bank of New York Mellon Trust Company, N.A., as escrow agent and as securities intermediary and bank (in such capacity, together with its successors, the "Escrow Agent"). In accordance with the Escrow Agreement, the Fincos shall (1) deposit (or cause to be deposited) an amount equal to the gross proceeds of the offering of the Initial Notes sold on the Issue Date into an escrow account (the "Escrow Account") and (2) either (x) the Fincos will also deposit (or cause to be deposited) in cash or (y) Dell International or its Affiliates will cause the issuing lenders under its Existing ABL Credit Facility to issue letters of credit for the benefit of the Escrow Agent and the Holders of the Initial Notes (or a combination of (x) and (y)), in such case of (x) and (y), in an amount that, when taken together with the proceeds of the offering of the Initial Notes deposited into the Escrow Account, will be sufficient to fund a Special Mandatory Redemption of the Initial Notes on July 1, 2016, if a Special Mandatory Redemption were to occur on such date (collectively and, together with any other property from time to time held by the Escrow Agent in the Escrow Account, the "Escrowed Property").

(b) Unless the Fincos have then delivered notice to the Escrow Agent to the effect set forth in clause (ii) of Section 3.10, on the date that is two (2) Business Days prior to the first day of each month beginning on July 1, 2016, and ending on December 1, 2016 (in each case, unless the Escrow Release Date has occurred) (subject to a grace period of one (1) Business Day as set forth in the Escrow Agreement and in clause (c) below), either (x) the Fincos shall deposit (or cause to be deposited) cash into the Escrow Account or (y) Dell International or its Affiliate shall cause the issuing lenders under the Existing ABL Credit Facility to issue letters of credit for the benefit of the Escrow Agent and the Holders of the Notes (or a combination of (x) and (y)), in each case, equal to one month of interest that would accrue on the Initial Notes (or with respect to the deposit two (2) Business Days prior to December 1, 2016, equal to interest from December 1, 2016 to but excluding the Escrow End Date) (in each case, as calculated by the Issuers on the basis of a 360 day year comprised of twelve 30-day months and otherwise in accordance with the terms of this Indenture).

(c) The Escrowed Property shall be held in the Escrow Account until the earliest of (i) the date on which the Fincos deliver to the Escrow Agent the Officer's Certificate referred to in Section 4.17(e), (ii) the Escrow End Date, (iii) the date on which the Fincos deliver notice to the Escrow Agent to the effect set forth in clause (ii) of Section 3.10 and (iv) the date that is one (1) Business Day after either (x) the Fincos fail to timely deposit (or cause to be timely deposited) in cash and/or (y) Dell International or its Affiliate fails to cause such lenders to issue such letters of credit in such amounts required by this Section 4.17 on or by any applicable deposit date as set forth in clause (a) or (b) above; provided that, if an Interest Payment Date in respect of any series of Initial Notes occurs prior to the Escrow Release, then, on such Interest Payment Date, a portion of the Escrowed Property in an amount equal to the accrued and unpaid interest on the Initial Notes of such series from the Issue Date or the most recent Interest Payment Date, as applicable, to and excluding such Interest Payment Date, shall, upon written direction of the Fincos, be released from the Escrow Account by the Escrow Agent and paid to the Trustee for payment to Holders of the Initial Notes of such series in accordance with this Indenture.

(d) The Fincos shall grant the Trustee, for its benefit and the benefit of the Holders, subject to certain Liens of the Escrow Agent as set forth in the Escrow Agreement, a first-priority security interest in the Escrow Account and all Eligible Escrow Investments therein to secure the payment of the Special Mandatory Redemption Price; provided, however, that such Lien and security interest shall automatically be released and terminate at such time as the Escrowed Property is released from the Escrow Account on the Escrow Release Date. The Escrow Agent will invest the Escrowed Property in such Eligible Escrow Investments, and liquidate such Eligible Escrow Investments, as the Fincos will from time to time direct in writing. Prior to the Escrow Release Date, the Notes will be secured only by a pledge of the Escrow Account and the Escrowed Property.

(e) Subject to Section 3.10, the Fincos shall only be entitled to direct the Escrow Agent to release Escrowed Property (in which case the Escrowed Property shall be paid to or as directed by the Fincos) (the "Escrow Release") upon delivery to the Escrow Agent, on or prior to the Escrow End Date, of an Officer's Certificate, certifying that the following conditions have been or, substantially concurrently with the release of the Escrowed Property, will be satisfied (the date of the Escrow Release is hereinafter referred to as the "Escrow Release Date"):

(1) the Dell-EMC Merger will occur substantially concurrently with such release;

(2) all conditions precedent to the effectiveness of, and borrowings under, the Additional Merger Financing (other than the release of the Escrowed Property and any other property relating to the Additional Merger Financing that are subject to escrow arrangements with substantially similar release conditions as those set forth in this Section 4.17(e) in connection with the Dell-EMC Merger) have been satisfied or waived in all material respects, and prior to or substantially concurrently with the release of the funds from the Escrow Account, the borrowings under the Additional Merger Financing to be drawn or released from escrow in connection with the Dell-EMC Merger will be available on the Escrow Release Date; and

(3) (A) Dell International has assumed, or substantially concurrently with the Escrow Release shall assume, all of the obligations of Finco 1 under the Initial Notes and this Indenture, (B) EMC has assumed, or substantially concurrently with the Escrow Release shall assume, all of the obligations of Finco 2 under the Initial Notes and this Indenture and (C) the Guarantors shall have, by execution and delivery of the Effective Date Guarantor Supplemental Indenture, become, or substantially concurrently with the Escrow Release shall become, parties to this Indenture in the capacities described herein and therein and (D) Dell International, EMC and the Guarantors shall become, or substantially concurrently with the Escrow Release shall become, parties to the applicable Security Documents and the Intercreditor Agreement, as contemplated by this Indenture.

The Escrow Release shall occur promptly upon receipt by the Escrow Agent of an Officer's Certificate certifying to the foregoing. Upon the occurrence of the Escrow Release, the Escrow Account shall be reduced to zero and the Escrowed Property and interest thereon shall be paid out in accordance with the Escrow Agreement.

SECTION 4.18. Limitations on Activities Prior to the Escrow Release.

Notwithstanding anything to the contrary contained herein, prior to the consummation of the Dell-EMC Merger, the Fincos' primary activities will be restricted to (i) issuing Additional Merger Financing, (ii) issuing capital stock to, and receiving capital contributions from, Affiliates of Denali, (iii)

performing its obligations in respect of the Notes, this Indenture, the Registration Rights Agreement, the Escrow Agreement and any Additional Merger Financing, (iv) consummating the Transactions and Escrow Release, (v) redeeming the Notes and any Additional Merger Financing, if applicable, pursuant to mandatory redemption provisions and (vi) conducting such other activities as are necessary or appropriate to carry out the activities described above.

SECTION 4.19. After-Acquired Property. From and after the Effective Date, and subject to the applicable limitations set forth in the Security Documents and this Indenture (including with respect to Excluded Assets), if any Covenant Party creates any additional security interest upon any property or asset that would constitute Collateral to secure any First Lien Obligations, it must concurrently grant a first priority perfected security interest (subject to Permitted Liens and the terms of the Intercreditor Agreements) upon any such Collateral, as security for the First Lien Notes Obligations.

ARTICLE 5

SUCCESSORS

SECTION 5.01. Merger, Consolidation, Amalgamation or Sale of All or Substantially All Assets.

(a) The Issuers, Covenant Parent and any Subsidiary of Covenant Parent that is a Parent Guarantor shall not merge, consolidate or amalgamate with or into or wind up into (whether or not such Issuer, Covenant Parent or such Parent Guarantor is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the properties or assets of Covenant Parent and its Subsidiaries, taken as a whole, in one or more related transactions, to any Person unless:

(1) an Issuer, Covenant Parent or a Subsidiary of Covenant Parent that is a Parent Guarantor, as the case may be, is the surviving Person or the Person formed by or surviving any such merger, consolidation or amalgamation (if other than an Issuer, Covenant Parent or a Subsidiary of Covenant Parent that is a Parent Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability company, trust or other entity organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Issuer, such Covenant Parent, such Subsidiary of Covenant Parent that is a Parent Guarantor or such Person, as the case may be, being herein called the "Successor Company"); provided that in the case where the Successor Company of an Issuer is not a corporation, a co-issuer of the Notes is a corporation;

(2) the Successor Company, if other than an Issuer, Covenant Parent or a Subsidiary of Covenant Parent that is a Parent Guarantor, expressly assumes, in the case of Covenant Parent or a Subsidiary of Covenant Parent that is a Parent Guarantor, all the obligations of Covenant Parent or such Parent Guarantor, as the case may be, under this Indenture, its Note Guarantee, the Registration Rights Agreement, the Intercreditor Agreements and the Security Documents, as applicable, and, in the case of an Issuer, all of the obligations of such Issuer under this Indenture, the Notes, the Registration Rights Agreement, the Intercreditor Agreements and the Security Documents, in each case, pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(3) immediately after such transaction, no Event of Default exists; and

(4) prior to a Release Event, to the extent any assets of the Person which is merged, consolidated or amalgamated with or into the Successor Company are assets of the type which would constitute Collateral under the Security Documents, the Successor Company shall take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the Security Documents in the manner and to the extent required under this Indenture or any of the Security Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the Security Documents.

(b) The Successor Company shall succeed to, and be substituted for an Issuer, Covenant Parent or a Subsidiary of Covenant Parent that is a Parent Guarantor, as the case may be, under this Indenture, the Note Guarantees and the Notes, as applicable, and such Issuer, Covenant Parent or such Parent Guarantor, as applicable, shall automatically be released and discharged from its obligations under this Indenture, the Note Guarantees and the Notes, as applicable. Notwithstanding Section 5.01(a)(3),

(1) any Subsidiary may merge, consolidate or amalgamate with or into or sell, assign, transfer, lease, convey or otherwise dispose of all or part of its properties and assets to Covenant Parent and any of its Subsidiaries (including the Issuers), and

(2) an Issuer, Covenant Parent or a Subsidiary of Covenant Parent that is a Parent Guarantor may merge, consolidate or amalgamate with or into an Affiliate of such Issuer, Covenant Parent or such Parent Guarantor, as the case may be, solely for the purpose of reincorporating such Issuer, Covenant Parent or such Parent Guarantor in the United States, any state thereof, the District of Columbia or any territory thereof.

(c) Subject to the provisions described in this Indenture governing release of a Note Guarantee upon the sale, disposition or transfer of Capital Stock of a Subsidiary Guarantor, no Subsidiary Guarantor shall, and Covenant Parent shall not permit a Subsidiary Guarantor to, merge, consolidate or amalgamate with or into or wind up into (whether or not an Issuer or a Guarantor is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(1)

(i) such Subsidiary Guarantor is the surviving Person or the Person formed by or surviving any such merger, consolidation or amalgamation (if other than such Subsidiary Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability company, trust or other entity organized or existing under the laws of the jurisdiction of organization of such Subsidiary Guarantor or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Subsidiary Guarantor or such Person, as the case may be, being herein called the "Successor Person");

(ii) the Successor Person, if other than such Subsidiary Guarantor, expressly assumes all the obligations of such Subsidiary Guarantor under this Indenture, the Registration Rights Agreement, the Intercreditor Agreements and the Security Documents, as applicable, and such Subsidiary Guarantor's related Note Guarantee pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(iii) immediately after such transaction, no Event of Default exists; and

(iv) prior to a Release Event, to the extent any assets of the Subsidiary Guarantor which is merged, consolidated or amalgamated with or into the Successor Person are assets of the type which would constitute Collateral under the Security Documents, the Successor Person will take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the Security Documents in the manner and to the extent required under this Indenture or any of the Security Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the Security Documents; or

(2) the transaction is not prohibited by Section 4.10.

(d) The Successor Person shall succeed to, and be substituted for, such Subsidiary Guarantor under this Indenture and such Subsidiary Guarantor's Note Guarantee and such Subsidiary Guarantor shall automatically be released and discharged from its obligations under this Indenture and such Subsidiary Guarantor's Note Guarantee. Notwithstanding the foregoing, any Subsidiary Guarantor may (i) merge, consolidate or amalgamate with or into, wind up into or transfer all or part of its properties and assets to another Subsidiary Guarantor, Covenant Parent, any Subsidiary of Covenant Parent that is a Parent Guarantor or an Issuer, (ii) merge, consolidate or amalgamate with or into an Affiliate of an Issuer, Covenant Parent or any Subsidiary of Covenant Parent that is a Parent Guarantor solely for the purpose of reincorporating or reorganizing the Subsidiary Guarantor in the United States, any state thereof, the District of Columbia or any territory thereof, (iii) convert into a corporation, partnership, limited partnership, limited liability company, trust or other entity organized or existing under the laws of the jurisdiction of organization of such Subsidiary Guarantor or a jurisdiction in the United States or (iv) liquidate or dissolve or change its legal form if the Board of Directors of Covenant Parent or the senior management of Covenant Parent determines in good faith that such action is in the best interests of Covenant Parent and is not materially disadvantageous to the Holders, in each case, without regard to the requirements set forth in Section 5.01(c).

(e) Notwithstanding anything to the contrary in this Section 5.01, the Transactions (including, without limitation, the Mergers) will be permitted under this Indenture with the only requirement under this Section 5.01 being that, after consummation of the Mergers, (x) Dell International expressly assumes all the obligations of Finco 1 and EMC expressly assumes all the obligations of Finco 2 under this Indenture and each series of Initial Notes and (y) each of Denali, Denali Intermediate, Dell and the Subsidiary Guarantors unconditionally guarantee, on a joint and several basis with the other Guarantors, all of Dell International's and EMC's Obligations under this Indenture and each series of Initial Notes by executing and delivering a supplemental indenture (the "Effective Date Guarantor Supplemental Indenture") substantially in the form set forth in Exhibit D-2. The express assumption by (i) Dell International of all Obligations of Finco 1 under this Indenture and each series of Initial Notes and (ii) EMC of all the Obligations of Finco 2 under this Indenture and each series of Initial Notes shall be pursuant to a supplemental indenture (the "Effective Date Issuers Supplemental Indenture") substantially in the form set forth in Exhibit D-1. Notwithstanding anything to the contrary in this Section 5.01 of this Indenture, no Opinion of Counsel shall be required in connection with the execution and delivery of such Effective Date Issuers Supplemental Indenture or such Effective Date Guarantor Supplemental Indentures.

SECTION 5.02. Successor Corporation Substituted.

Upon any consolidation, merger or amalgamation, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of Covenant Parent or an Issuer in accordance with Section 5.01, the successor corporation formed by such consolidation or into or with which Covenant Parent or such Issuer is merged or amalgamated or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, amalgamation, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to Covenant Parent or such Issuer shall refer instead to the successor corporation and not to Covenant Parent or such Issuer), and may exercise every right and power of Covenant Parent or such Issuer under this Indenture with the same effect as if such successor Person had been named as Covenant Parent or such Issuer herein; provided that Covenant Parent or Issuer shall not be relieved from the obligation to pay the principal of and interest, if any, on the Notes except in the case of a sale, assignment, transfer, conveyance or other disposition of all of Covenant Parent's or such Issuer's assets that meets the requirements of Section 5.01.

ARTICLE 6

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default.

(a) As used in this Indenture with respect to Notes of any series, unless it is either inapplicable to a particular series or it is specifically deleted or modified in an Officer's Certificate, a supplemental indenture or resolutions of the Issuers' Boards of Directors, as applicable, an "Event of Default" wherever used herein with respect to Notes of any series, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) the failure to pay the principal of (or premium, if any, on) such series of the Notes when due and payable (including pursuant to a Special Mandatory Redemption);

(2) the failure to pay any interest installment or Special Interest (as required by the Registration Rights Agreement) on such series of the Notes when due and payable, which failure continues for 30 days;

(3) the failure by any Covenant Party to comply for 90 days after written notice given by the Trustee or the Holders of not less than 30% in principal amount of the outstanding Notes of such series with its covenants or other agreements (other than those described in clauses (1) through (2) above) contained in this Indenture;

(4) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by Covenant Parent or any of its Wholly-Owned Subsidiaries or the payment of which is guaranteed by Covenant Parent or any of its Wholly-Owned Subsidiaries (other than Indebtedness owed to Covenant Parent or a Subsidiary or any Permitted Receivables Financing), whether such Indebtedness or guarantee now exists or is created after the issuance of such series of Notes, if both:

(i) such default results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its Stated Maturity; and

(ii) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness, the maturity of which has been so accelerated, aggregate $500.0 million (or its foreign currency equivalent) or more at any one time outstanding;

(5) Covenant Parent, any Subsidiary of Covenant Parent that is a Parent Guarantor, any Issuer or any Subsidiary Guarantor that is a Significant Subsidiary (or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary), pursuant to or within the meaning of any Bankruptcy Law:

(i) commences proceedings to be adjudicated bankrupt or insolvent;

(ii) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under applicable Bankruptcy Law;

(iii) consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or for all or substantially all of its property;

(iv) makes a general assignment for the benefit of its creditors; or

(v) generally is not paying its debts as they become due;

(6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against Covenant Parent, any Subsidiary of Covenant Parent that is a Parent Guarantor, any Issuer or any Subsidiary Guarantor that is a Significant Subsidiary (or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary), in a proceeding in which Covenant Parent, any Subsidiary of Covenant Parent that is a Parent Guarantor, any Issuer or any Subsidiary Guarantor that is a Significant Subsidiary (or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary), is to be adjudicated bankrupt or insolvent;

(ii) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of Covenant Parent, any Subsidiary of Covenant Parent that is a Parent Guarantor, any Issuer or any Subsidiary Guarantor that is a Significant Subsidiary (or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary), or for all or substantially all of the property of Covenant Parent, any Subsidiary of Covenant Parent that is a Parent Guarantor, any Issuer or any Subsidiary Guarantor that is a Significant Subsidiary (or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary); or

(iii) orders the liquidation of Covenant Parent, any Subsidiary of Covenant Parent that is a Parent Guarantor, any Issuer or any Subsidiary Guarantor that is a Significant Subsidiary (or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary);

and the order or decree remains unstayed and in effect for 60 consecutive days;

(7) any Note Guarantee of any Subsidiary Guarantor that is a Significant Subsidiary (or Note Guarantees of any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary) of such series of Notes ceases to be in full force and effect (other than in accordance with the terms of such Note Guarantee) or any such Subsidiary Guarantor or such group of Subsidiary Guarantors denies or disaffirms its obligations under its Note Guarantee of such series of Notes (other than by reason of the satisfaction in full of all obligations under this Indenture and discharge of this Indenture with respect to such series of Notes or the release of such Note Guarantee with respect to such series of Notes in accordance with the terms of this Indenture);

(8) other than by reason of the satisfaction in full of all obligations under this Indenture and discharge of this Indenture with respect to such series of Notes or the release of such Collateral with respect to such series of Notes in accordance with the terms of this Indenture and the Security Documents,

(i) in the case of any security interest with respect to Collateral having a fair market value in excess of 5% of Total Assets, individually or in the aggregate, such security interest under the Security Documents shall, at any time, cease to be a valid and perfected security interest or shall be declared invalid or unenforceable and any such default continues for 30 days after notice of such default shall have been given to the Issuers by the Trustee or the Holders of at least 30% of the principal amount of the then outstanding Notes of all series issued under this Indenture, except to the extent that any such default (A) results from the failure of the Notes Collateral Agent to maintain possession of certificates, promissory notes or other instruments actually delivered to it representing securities pledged under the Security Documents or (B) to the extent relating to Collateral consisting of real property, is covered by a title insurance policy with respect to such real property and such insurer has not denied coverage; or

(ii) any Issuer, Covenant Parent, any Subsidiary of Covenant Parent that is a Parent Guarantor or any Subsidiary Guarantor that is a Significant Subsidiary (or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary) shall assert, in any pleading in any court of competent jurisdiction, that any security interest under any Security Document is invalid or unenforceable; or

(9) the failure by the Fincos to consummate the Special Mandatory Redemption, to the extent required under Section 3.10.

(b) In the event of any Event of Default specified in clause (4) of Section 6.01(a), such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the Notes) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders, if within 20 days after such Event of Default arose:

(1) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged; or

(2) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(3) the default that is the basis for such Event of Default has been cured.

SECTION 6.02. Acceleration.

If any Event of Default (other than an Event of Default specified in clause (5) or (6) of Section 6.01(a)) with respect to Notes of any series at the time outstanding occurs and is continuing under this Indenture, the Trustee or the Holders of at least 30% in aggregate principal amount of the then total outstanding Notes of such series may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes of such series to be due and payable immediately. Upon the effectiveness of such declaration, such principal, premium, if any, and interest with respect to such series of Notes shall be due and payable immediately. The Trustee shall have no obligation to accelerate the Notes of any series if and so long as a committee of its Responsible Officers in good faith determines acceleration is not in the best interest of the Holders of such series of Notes.

Notwithstanding the foregoing, in the case of an Event of Default arising under clause (5) or (6) of Section 6.01(a), all outstanding Notes shall be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

In the event of a declaration of acceleration with respect to Notes of any series, the Holders of a majority in aggregate principal amount of the then total outstanding Notes of such series by written notice to the Issuers and the Trustee may on behalf of all of the Holders of such series of Notes rescind such declaration of acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default with respect to such series of Notes (except nonpayment of principal, interest, Special Interest, if any, or premium, if any, that has become due solely because of the acceleration) have been cured or waived.

Covenant Parent will be required to deliver to the Trustee, within 120 days after the end of each fiscal year of Covenant Parent, an Officer's Certificate indicating whether the signer of the certificate knows of any failure by the Covenant Parties to comply with all conditions and covenants of this Indenture during such fiscal year.

SECTION 6.03. Other Remedies.

If an Event of Default occurs and is continuing with respect to Notes of any series at the time outstanding, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest on such series of Notes or to enforce the performance of any provision of such series of Notes or this Indenture with respect to such series of Notes.

The Trustee may maintain a proceeding even if it does not possess any of such series of Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default with respect to such series of Notes shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

SECTION 6.04. Waiver of Past Defaults.

Holders of not less than a majority in aggregate principal amount of the then total outstanding Notes of any series by notice to the Trustee may on behalf of the Holders of all of the Notes of such series waive any existing Default with respect to such series of Notes and its consequences hereunder, except a continuing Default in the payment of the principal of, premium, if any, Special

Interest, if any, or interest on, any Note of such series held by a non-consenting Holder of such series of Notes (including in connection with an Asset Sale Offer or a Change of Control Offer); provided, subject to Section 6.02, that the Holders of a majority in aggregate principal amount of the then total outstanding Notes of such series may rescind a declaration of acceleration and its consequences, including any related payment default that resulted from such acceleration. Upon any such waiver, such Default with respect to such series of Notes shall cease to exist, and any Event of Default with respect to such series of Notes arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

SECTION 6.05. Control by Majority.

Subject to the terms of the First Lien Intercreditor Agreement and Section 6.06, the Holders of a majority in principal amount of the outstanding Notes of any series will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or the Notes Collateral Agent or of exercising any trust or power conferred on the Trustee or the Notes Collateral Agent with respect to such series and the Trustee and the Notes Collateral Agent may act at the direction of the Holders without liability. The Trustee, however, may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder of a Note of such series or that would involve the Trustee in personal liability.

SECTION 6.06. Limitation on Suits.

Subject to the terms of the First Lien Intercreditor Agreement and Section 6.07, no Holder of a Note of a series shall have any right to institute any proceeding with respect to this Indenture or the Notes of such series or for any remedy thereunder unless:

(1) such Holder has previously given the Trustee written notice that an Event of Default with respect to such series of Notes is continuing with respect to the Notes of such series;

(2) Holders of at least 30% in aggregate principal amount of the total outstanding Notes of such series have requested that the Trustee to pursue the remedy in writing;

(3) Holders of such series of Notes have offered and, if requested, provided to the Trustee for such Notes indemnity or security reasonably satisfactory to the Trustee against any cost, loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and

(5) Holders of a majority in aggregate principal amount of the total outstanding Notes of such series have not given the Trustee a direction inconsistent with such request within such 60-day period;

provided that the foregoing limitation shall not apply to a suit instituted by a Holder of a Note for the enforcement of payment of the principal of, premium, if any, or interest on such Note on or after the respective due date expressed in such Note.

A Holder of any series of Notes may not use this Indenture to prejudice the rights of another Holder of such series of Notes or to obtain a preference or priority over another Holder of Notes of such series.

SECTION 6.07. Rights of Holders of Notes to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note of any series to receive payment of principal, premium, if any, Special Interest, if any, and interest on such Note, on or after the respective due dates expressed in such Note (including in connection with an Asset Sale Offer or a Change of Control Offer), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.08. Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(a)(1) or (2) with respect to any series of Notes occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Issuers for the whole amount of principal of, premium, if any, Special Interest, if any, and interest remaining unpaid on such Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

SECTION 6.09. Restoration of Rights and Remedies.

If the Trustee or any Holder of Notes of any series has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceedings, the Issuers, the Guarantors, the Trustee and the Holders of Notes of such series shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders of Notes of such series shall continue as though no such proceeding has been instituted.

SECTION 6.10. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in Section 2.07, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 6.11. Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

SECTION 6.12. Trustee May File Proofs of Claim.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to Covenant Parent or an Issuer (or any other obligor upon the Notes including the Guarantors), its creditors or its property and shall be entitled and empowered to participate as a member in any official committee of creditors appointed in such matter and to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 6.13. Priorities.

If the Trustee collects any money pursuant to this Article 6, it shall pay out the money in the following order:

(i) to the Trustee, its agents and attorneys for amounts due under Section 7.07, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

(ii) to Holders of the applicable series of Notes for amounts due and unpaid on such Notes or such series of Notes for principal, premium, if any, Special Interest, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes or such series of Notes for principal, premium, if any, Special Interest, if any, and interest, respectively; and

(iii) to Covenant Parent, an Issuer or to such party as a court of competent jurisdiction shall direct, including a Guarantor, if applicable.

The Trustee may fix a Record Date and payment date for any payment to Holders of Notes pursuant to this Section 6.13.

SECTION 6.14. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its

discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.14 does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07, or a suit by Holders of more than 10% in principal amount of the then outstanding Notes of any series.

ARTICLE 7

TRUSTEE

SECTION 7.01. Duties of Trustee.

(a) If an Event of Default with respect to the Notes of any series has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default with respect to the Notes of any series:

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this Section 7.01(c) does not limit the effect of Section 7.01(b);

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved in a court of competent jurisdiction that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 7.01.

(e) The Trustee shall be under no obligation to exercise any of its rights or powers under this Indenture at the request or direction of any of the Holders of the Notes of any series unless the Holders of the Notes of such series have offered to the Trustee indemnity or security reasonably satisfactory to the Trustee against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuers. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

SECTION 7.02. Rights of Trustee.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuers, personally or by agent or attorney at the sole cost of the Issuers and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate or Opinion of Counsel. The Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from an Issuer shall be sufficient if signed by an Officer of such Issuer.

(f) [Reserved].

(g) The Trustee shall not be deemed to have notice of any Default or Event of Default unless written notice of any event which is in fact such a Default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes of the applicable series and this Indenture.

(h) In no event shall the Trustee be responsible or liable for special, indirect, punitive, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(i) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder, including the Notes Collateral Agent.

(j) The Trustee may request that the Issuers and any Guarantor deliver an Officer's Certificate setting forth the names of the individuals and/or titles of Officers (with specimen signatures) authorized at such times to take specific actions pursuant to this Indenture, which Officer's Certificate may be signed by any person specified as so authorized in any certificate previously delivered and not superseded.

SECTION 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes of any series and may otherwise deal with the Issuers or any Affiliate of any Issuer with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign as Trustee. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11.

SECTION 7.04. Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuers' use of the proceeds from the Notes or any money paid to the Issuers or upon the Issuers' direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

SECTION 7.05. Notice of Defaults.

If a Default with respect to any series of Notes occurs and is continuing and if it is known to the Trustee, the Trustee shall send to Holders of such series of Notes a notice of the Default within 90 days after it occurs. Except in the case of a Default relating to the payment of principal, premium, if any, or interest on any Note, the Trustee may withhold from the Holders of such series of Notes notice of any continuing Default if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of such series of Notes. The Trustee shall not be deemed to know of any Default unless written notice of any event which is such a Default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee.

SECTION 7.06. Reports by Trustee to Holders of the Notes.

Within 60 days after each October 15, following the issuance of a series of Notes under this Indenture, and for so long as any Notes remain outstanding, the Trustee shall send to the Holders of the Notes a brief report dated as of such reporting date that complies with Trust Indenture Act Section 313(a) (but if no event described in Trust Indenture Act Section 313(a) has occurred within the twelve

months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with Trust Indenture Act Section 313(b)(2). The Trustee shall also send all reports as required by Trust Indenture Act Section 313(c).

A copy of each report at the time it is sent to the Holders of the Notes of any series shall be sent to the Issuers and filed with the SEC and each stock exchange on which the Notes of that series are listed in accordance with Trust Indenture Act Section 313(d). The Issuers shall promptly notify the Trustee when the Notes of any series are listed on any stock exchange.

SECTION 7.07. Compensation and Indemnity.

The Issuers and any Guarantors shall pay to the Trustee from time to time such compensation for its acceptance of this Indenture and services hereunder as the parties shall agree in writing from time to time. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuers and any Guarantors shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it (including the reasonable compensation and the expenses and disbursements of its agents and counsel) in addition to the compensation for its services.

The Issuers and the Guarantors, jointly and severally, shall indemnify the Trustee for, and hold the Trustee harmless against, any and all loss, damage, claim, liability or expense (including attorneys' fees) incurred by it in connection with the acceptance or administration of this trust and the performance of its duties hereunder (including the costs and expenses of enforcing this Indenture against any Issuer or any of the Guarantors (including this Section 7.07) or defending itself against any claim whether asserted by any Holder, any Issuer or any Guarantor, or liability in connection with the acceptance, exercise or performance of any of its powers or duties hereunder). The Trustee shall notify the Issuers promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuers shall not relieve the Issuers of its obligations hereunder. The Issuers shall defend the claim and the Trustee may have separate counsel and the Issuers shall pay the fees and expenses of such counsel. The Issuers need not reimburse any expense or indemnify against any loss, liability or expense determined to have been caused by the Trustee's own willful misconduct, negligence or bad faith.

The obligations of the Issuers and the Guarantors, if any, under this Section 7.07 shall survive the satisfaction and discharge of this Indenture or the earlier resignation or removal of the Trustee.

To secure the payment obligations of the Issuers and the Guarantors in this Section 7.07, the Trustee shall have a Lien prior to the Notes of any series on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes of that series. Such Lien shall survive the satisfaction and discharge of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(a)(5) or (6) occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

The Trustee shall comply with the provisions of Trust Indenture Act Section 313(b)(2) to the extent applicable.

SECTION 7.08. Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08. The Trustee may resign with respect to the Notes of one or more series in writing at any time and be discharged from the trust hereby created by so notifying the Issuers. The Holders of a majority in aggregate principal amount of the then total outstanding Notes of any series may remove the Trustee with respect to that series of Notes by so notifying the Trustee and the Issuers in writing with 31 days prior written notice. The Issuers may remove the Trustee with respect to Notes of one or more series if:

(a) the Trustee fails to comply with Section 7.10;

(b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(c) a custodian or public officer takes charge of the Trustee or its property; or

(d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed with respect to the Notes of any one or more series or if a vacancy exists in the office of Trustee for any reason, the Issuers shall promptly appoint a successor Trustee with respect to the Notes of such series. Within one year after the successor Trustee takes office, the Holders of a majority in aggregate principal amount of the then total outstanding Notes of such series may appoint a successor Trustee with respect to the Notes of such series to replace the successor Trustee appointed by the Issuers.

If a successor Trustee with respect to the Notes of any one or more series does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee (at the Issuers' expense), the Issuers or the Holders of at least 10% in aggregate principal amount of the then total outstanding Notes of the applicable series may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder who has been a Holder of Notes of the applicable series for at least six months, fails to comply with Section 7.10, such Holder may petition any court of competent jurisdiction for the removal of the Trustee with respect to the Notes of such series and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuers. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee with respect to each series of Notes for which it is acting as Trustee under this Indenture. The successor Trustee shall send a notice of its succession to Holders of each such series of Notes. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee; provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Issuers' obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

SECTION 7.09. Successor Trustee by Merger, Etc. If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

SECTION 7.10. Eligibility; Disqualification.

There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of Trust Indenture Act Sections 310(a)(1), (2) and (5). The Trustee is subject to Trust Indenture Act Section 310(b).

SECTION 7.11. Preferential Collection of Claims Against Issuer.

The Trustee is subject to Trust Indenture Act Section 311(a), excluding any creditor relationship listed in Trust Indenture Act Section 311(b). A Trustee who has resigned or been removed shall be subject to Trust Indenture Act Section 311(a) to the extent indicated therein.

SECTION 7.12. Escrow Authorization.

Each Holder, by its acceptance of a Note, (i) consents and agrees to the terms of the Escrow Agreement, including documents related thereto, as the same may be in effect or may be amended from time to time in writing by the parties thereto (provided that no amendment that would materially adversely affect the rights of the Holders may be effected without the consent of the Holders of a majority of the aggregate principal amount of the Notes then outstanding), and (ii) authorizes and directs the Trustee to enter into the Escrow Agreement and to perform its obligations and exercise its rights thereunder in accordance therewith. The Fincos shall do or cause to be done all such acts and things as may be necessary or proper, or as may be required by the provisions of the Escrow Agreement, to assure and confirm to the Trustee the security interest contemplated by the Escrow Agreement or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Notes secured hereby, according to the intent and purpose herein expressed. The Fincos shall take, or shall cause to be taken, any and all actions reasonably required to cause the creation and maintenance of, as security for the obligations of the Fincos under this Indenture and the Notes as provided in the Escrow Agreement, valid and enforceable first priority perfected Liens in and on all of the Escrowed Property, in favor of the Trustee for its benefit and for the benefit of the Holders, superior to and prior to the rights of third Persons and subject to no other Liens. The Trustee shall have no duty to file any financing or continuation statements or otherwise take any actions to perfect the Lien granted under the Escrow Agreement.

SECTION 7.13. Security Documents; Intercreditor Agreements.

By their acceptance of the Notes, the Holders hereby authorize and direct the Trustee and Notes Collateral Agent, as the case may be, to execute and deliver the Intercreditor Agreements and any other Security Documents in which the Trustee or the Notes Collateral Agent, as applicable, is named as a party, including any Security Documents executed after the Issue Date. It is hereby expressly acknowledged and agreed that, in doing so, the Trustee and the Notes Collateral Agent are not responsible

for the terms or contents of such agreements, or for the validity or enforceability thereof, or the sufficiency thereof for any purpose. Whether or not so expressly stated therein, in entering into, or taking (or forbearing from) any action under, the Intercreditor Agreements or any other Security Documents, the Trustee and the Notes Collateral Agent each shall have all of the rights, immunities, indemnities and other protections granted to it under this Indenture (in addition to those that may be granted to it under the terms of such other agreement or agreements).

ARTICLE 8

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

SECTION 8.01. Option to Effect Legal Defeasance or Covenant Defeasance.

The Issuers may, at their option and at any time, elect to have either Section 8.02 or 8.03 applied to all outstanding Notes of any series upon compliance with the conditions set forth below in this Article 8.

SECTION 8.02. Legal Defeasance and Discharge.

Upon the Issuers' exercise under Section 8.01 of the option applicable to this Section 8.02, the Issuers and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04, be deemed to have been discharged from their obligations with respect to all outstanding Notes of any series and the related Note Guarantees on the date the conditions set forth below are satisfied ("Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuers shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes of the applicable series, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all its other obligations under such Notes, this Indenture, the Registration Rights Agreement, the Intercreditor Agreements and the Security Documents including the obligations of the Guarantors (and the Trustee, on demand of and at the expense of the Issuers, shall execute proper instruments acknowledging the same, in each case, with respect to such series of Notes) except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

(a) the rights of Holders of such series of Notes to receive payments in respect of the principal of, premium, if any, and interest and Special Interest, if any, on such Notes when such payments are due solely out of the trust created pursuant to this Indenture referred to in Section 8.04;

(b) the Issuers' obligations with respect to such series of Notes concerning issuing temporary Notes, registration of such Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(c) the rights, powers, trusts, duties and immunities of the Trustee, and the Issuers' obligations in connection therewith; and

(d) this Section 8.02.

Subject to compliance with this Article 8, the Issuers may exercise their option under this Section 8.02 notwithstanding the prior exercise of their option under Section 8.03.

SECTION 8.03. Covenant Defeasance.

Upon the Issuers' exercise under Section 8.01 of the option applicable to this Section 8.03, the Issuers and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04, be released from their obligations under the covenants contained in Sections 4.03, 4.04, 4.05, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.18 and 4.19 and Section 5.01(a)(4), Section 5.01(c) and Section 5.01(d) with respect to such Notes of the applicable series on and after the date the conditions set forth in Section 8.04 are satisfied ("Covenant Defeasance"), and Notes of such series shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders of Notes of such series (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that Notes of such series shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to Notes of such series, the Issuers may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default with respect to Notes of such series under Section 6.01, but, except as specified above, the remainder of this Indenture and Notes of such series shall be unaffected thereby. In addition, upon the Issuers' exercise under Section 8.01 of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Section 8.04, Sections 6.01(a)(3), 6.01(a)(4), 6.01(a)(5), (solely with respect to any Subsidiary Guarantor that is a Significant Subsidiary and any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary), 6.01(a)(6) (solely with respect to any Subsidiary Guarantor that is a Significant Subsidiary and any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary), 6.01(a)(7) and 6.01(a)(8) shall not constitute Events of Default with respect to Notes of such series.

SECTION 8.04. Conditions to Legal or Covenant Defeasance.

The following shall be the conditions to the application of either Section 8.02 or 8.03 to Notes of any series:

(1) the Issuers must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the applicable series of Notes, cash in U.S. dollars, U.S. Government Obligations (that through the scheduled payment of principal and interest in accordance with their terms will provide money in an amount), or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized public accounting firm (insofar as any U.S. Government Obligations are so included), to pay the principal of, premium, if any, and interest due on such Notes on the Stated Maturity date or on the Redemption Date, as the case may be, of such principal, premium, if any, or interest on such Notes and the Issuers must specify whether such Notes are being defeased to Maturity or to a particular Redemption Date;

(2) in the case of Legal Defeasance, the Issuers shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions,

(a) the Issuers have received from, or there has been published by, the United States Internal Revenue Service a ruling, or

(b) since the issuance of such series of Notes, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, subject to customary assumptions and exclusions, the Holders of Notes of such series will not recognize income, gain or loss for U.S. federal income tax purposes, as applicable, as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuers shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the Holders of Notes of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to such tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness, and, in each case the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under any material agreement or material instrument (other than this Indenture) to which, an Issuer or any Guarantor is a party or by which an Issuer or any Guarantor is bound (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith);

(6) the Issuers shall have delivered to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuers with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuers or any Guarantor or others; and

(7) the Issuers shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

SECTION 8.05. Deposited Money and U.S. Government Obligations to Be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.06, all money and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "Trustee") pursuant to Section 8.04 in respect of the Notes of any series shall be held in trust and applied by the Trustee, in accordance with the provisions of the Notes of such series and this Indenture, to the payment, either directly or through any Paying Agent (including an Issuer or a Guarantor acting as Paying Agent) as the Trustee may determine, to the Holders of Notes of such series of all sums due and to become due thereon in respect of principal, premium and Special Interest, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuers shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or U.S. Government Obligations deposited pursuant to Section 8.04 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of Notes of such series.

Anything in this Article 8 to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuers from time to time upon the request of the Issuers any money or U.S. Government Obligations held by it as provided in Section 8.04 which, in the opinion of a nationally recognized public accounting firm expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(2)), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance of the applicable series of Notes.

SECTION 8.06. Repayment to Issuers.

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuers, in trust for the payment of the principal of, premium and Special Interest, if any, or interest on any Note and remaining unclaimed for two years after such principal, premium and Special Interest, if any, or interest has become due and payable shall be paid to the Issuers on their request or (if then held by the Issuers) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Issuers for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuers as trustee thereof, shall thereupon cease.

SECTION 8.07. Reinstatement.

If the Trustee or Paying Agent is unable to apply any United States dollars or U.S. Government Obligations in accordance with Section 8.02 or 8.03, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuers' obligations under this Indenture and the Notes of the applicable series shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03, as the case may be; provided that, if the Issuers make any payment of principal of, premium and Special Interest, if any, or interest on any Note following the reinstatement of their obligations, the Issuers shall be subrogated to the rights of the Holders of the Notes of such series to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9

AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 9.01. Without Consent of Holders of Notes.

Notwithstanding Section 9.02, the Issuers, any Guarantor (with respect to a Note Guarantee or this Indenture), the Trustee and the Notes Collateral Agent may amend or supplement this Indenture, the Registration Rights Agreement, the Security Documents, the Intercreditor Agreements or the Notes of one or more series and any related Note Guarantee without the consent of any Holder:

(1) to cure any ambiguity or omission or correct any defect or inconsistency;

(2) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee, or to make such other provisions in regard to matters or questions arising under this Indenture, in each case as shall not adversely affect the interests of any Holders of the Notes of such series in any material respect;

(3) to evidence the succession of another Person to an Issuer or any Guarantor and the assumption by any such successor of the covenants, agreements and obligations of such Issuer or Guarantor, as the case may be, under the Notes, the Note Guarantees, this Indenture, the Security Documents, the Intercreditor Agreements or the Registration Rights Agreement, as described in Section 5.01;

(4) to surrender any right or power conferred upon the Issuers with respect to such series or to add further covenants, restrictions, conditions or provisions relating to the Issuers or the Guarantors for the protection of the Holders of any series of the Notes, and to add any additional defaults or Events of Default with respect to such series for the Issuers' or any Guarantor's failure to comply with any such further covenants, restrictions, conditions or provisions;

(5) to modify or amend this Indenture in such a manner to permit the qualification of this Indenture or any supplemental indenture under the Trust Indenture Act;

(6) to add Note Guarantees with respect to any or all of the Notes of such series or to release any Guarantor or Note Guarantee if at the time of such release such Guarantor is not otherwise required to be a Guarantor;

(7) to add Collateral with respect to any or all the Notes of such series;

(8) to provide for the issuance of Additional Notes in accordance with the terms of this Indenture;

(9) to make any change that does not adversely affect the rights of any Holder of Notes of such series;

(10) to evidence and provide for the acceptance of appointment by a successor or separate Trustee with respect to the Notes of such series;

(11) to comply with the rules of any applicable securities depositary;

(12) to provide for the issuance of Exchange Notes or private exchange notes (which shall be identical to Exchange Notes except that they will not be freely transferable) in exchange for Notes of such series and which shall be treated, together with any outstanding Notes of such series, as a single class of securities;

(13) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(14) to conform the text of this Indenture, the Notes of any series, any related Note Guarantee, the Intercreditor Agreements, any Security Document or the Registration Rights Agreement to any provision of the "Description of Notes" or "Exchange Offer; Registration Rights" sections of the Offering Memorandum the extent that such provisions in the "Description of Notes" or "Exchange Offer; Registration Rights" sections of the Offering Memorandum were

intended to be a verbatim recitation of a provision in this Indenture, such Notes, such Note Guarantee, the Intercreditor Agreements, such Security Document or the Registration Rights Agreement;

(15) to make any amendment to the provisions of this Indenture relating to the transfer and legending of any Notes or Exchange Notes; provided, however, that (a) compliance with this Indenture as so amended would not result in such Notes or Exchange Notes being transferred in violation of the Securities Act or any other applicable securities law and (b) such amendment does not adversely affect the rights of Holders to transfer such Notes or Exchange Notes;

(16) in the case of any Security Document, to include therein any legend required to be set forth therein pursuant to the Intercreditor Agreements or to modify any such legend as required by the Intercreditor Agreements;

(17) to release Collateral from the Lien securing the Notes of such series when permitted or required by the Security Documents, this Indenture or the Intercreditor Agreements;

(18) to enter into any intercreditor agreement having substantially similar terms with respect to the Holders as those set forth in the First Lien Intercreditor Agreement or the Second Lien Intercreditor Agreement, taken as a whole, or any joinder thereto;

(19) with respect to the Security Documents, as provided in the Intercreditor Agreements (including to add or replace First Lien Secured Parties or Second Lien Secured Parties);

(20) to establish the form or terms of Notes of any series as permitted by Section 2.01; or

(21) to enter into the supplemental indentures governing each series of Initial Notes, the Effective Date Issuers Supplemental Indenture and the Effective Date Guarantor Supplemental Indenture.

Upon the request of the Issuers accompanied by a resolution of their Boards of Directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 7.02, the Trustee and/or the Notes Collateral Agent shall join with the Issuers and the Guarantors in the execution of any amended or supplemental indenture, Registration Rights Agreement, Security Documents or Intercreditor Agreements authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, provided that the Trustee and/or the Notes Collateral Agent may in its discretion, but shall not be obligated to, enter into such amended or supplemental indenture, Registration Rights Agreement, Security Documents or Intercreditor Agreements that affect its own rights, duties or immunities under this Indenture or otherwise. Notwithstanding the foregoing, no Opinion of Counsel shall be required in connection with the execution and delivery of the Effective Date Issuers Supplemental Indenture or the Effective Date Guarantor Supplemental Indenture. The consent of the Holders is not necessary under this Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

SECTION 9.02. With Consent of Holders of Notes.

Except as provided below in this Section 9.02 with respect to each series of Notes, the Issuers, any Guarantor (with respect to a Note Guarantee or this Indenture), the Trustee and the Notes Collateral Agent may amend or supplement this Indenture, the Notes of one or more series, the Security Documents, the Intercreditor Agreements, the Note Guarantees and the Registration Rights Agreement with the consent of the Holders of at least a majority in aggregate principal amount of the Notes of such series (including Additional Notes of such series, if any) then outstanding voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the applicable series of Notes), and, subject to Sections 6.04 and 6.07, any existing Default or Event of Default with respect to such series of Notes (other than a Default or Event of Default in the payment of the principal of, premium and Special Interest, if any, or interest on such Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance in respect of a series of Notes with any provision of this Indenture, the Security Documents, the Intercreditor Agreements, the Registration Rights Agreement, the Note Guarantees or such series of Notes may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes of such series (including Additional Notes of such series, if any) voting as a single class (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes of such series). Section 2.08 and Section 2.09 shall determine which Notes of such series are considered to be "outstanding" for the purposes of this Section 9.02.

Upon the request of the Issuers accompanied by a resolution of their Boards of Directors authorizing the execution of any such amended or supplemental indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02, the Trustee and/or the Notes Collateral Agent shall join with the Issuers in the execution of such amended or supplemental indenture, Registration Rights Agreement, Security Documents or Intercreditor Agreements unless such amended or supplemental indenture, Registration Rights Agreement, Security Documents or Intercreditor Agreements directly affect the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental indenture, Registration Rights Agreement, Security Documents or Intercreditor Agreements.

It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Issuers shall deliver to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Issuers to deliver such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver.

Without the consent of each Holder of Notes affected thereby, an amendment or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

(1) change the Stated Maturity of the principal of, or any installment of principal of or interest on, any such Note;

(2) reduce the principal amount of, or the rate of interest on, any such Note;

(3) reduce any premium, if any, or Redemption Price payable upon the redemption of any such Note;

(4) reduce the amount of the principal of an original discount Note that would be due and payable upon a declaration of acceleration of the Maturity thereof;

(5) change any place of payment where, or the coin or currency in which, the principal of, premium, if any, or interest on any such Note is payable;

(6) amend the contractual right expressly set forth in this Indenture or any Note of any Holder to institute suit for the enforcement of any payment of principal of, premium, if any, or interest or Special Interest, if any, on such Note on or after the Stated Maturity or Redemption Date of any such Note;

(7) reduce the percentage in principal amount of the outstanding Notes of any series, the consent of whose Holders is required to approve any such modification or amendment or for any waiver of compliance with, or Defaults under, this Indenture;

(8) modify any of the provisions in Sections 6.04 and 6.05, except to increase any percentage vote required or to provide that certain other provisions of this Indenture may not be modified or waived without the consent of the Holder of each Note affected thereby; or

(9) modify any of the above provisions.

Notwithstanding the foregoing, without the consent of the Holders of at least 66 2/3% in aggregate principal amount of the Notes of a series then outstanding, no amendment or waiver may (A) make any change in any Security Document, the Intercreditor Agreements or the provisions in this Indenture dealing with Collateral or application of trust proceeds of the Collateral with the effect of releasing the Liens on all or substantially all of the Collateral which secure the Obligations in respect of the Notes of such series or (B) change or alter the priority of the Liens securing the Obligations in respect of the Notes of such series in any material portion of the Collateral in any way adverse to the Holders of the Notes of such series in any material respect, other than, in each case, as provided under the terms of the Security Documents or the Intercreditor Agreements.

SECTION 9.03. [Reserved].

SECTION 9.04. Revocation and Effect of Consents.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

The Issuers may, but shall not be obligated to, fix a Record Date for the purpose of determining the Holders entitled to consent to any amendment, supplement or waiver. If a Record Date is

fixed, then, notwithstanding the preceding paragraph, those Persons who were Holders at such Record Date (or their duly designated proxies), and only such Persons, shall be entitled to consent to such amendment, supplement, or waiver or to revoke any consent previously given, whether or not such Persons continue to be Holders after such Record Date. No such consent shall be valid or effective for more than 120 days after such Record Date unless the consent of the requisite number of Holders has been obtained.

SECTION 9.05. Notation on or Exchange of Notes.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuers in exchange for all Notes of a series may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes of such series that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

SECTION 9.06. Trustee to Sign Amendments, Etc..

The Trustee and the Notes Collateral Agent shall sign any amendment, supplement or waiver authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee and the Notes Collateral Agent. The Issuers may not sign an amendment, supplement or waiver until their Boards of Directors approve it. In executing any amendment, supplement or waiver, the Trustee shall receive and (subject to Section 7.01) shall be fully protected in relying upon, in addition to the documents required by Section 13.04, an Officer's Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture and that such amendment, supplement or waiver is the legal, valid and binding obligation of the Issuers and any Guarantors party thereto, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof (including Section 9.03). Notwithstanding the foregoing, no Opinion of Counsel will be required for the Trustee and the Notes Collateral Agent to execute the Effective Date Issuers Supplemental Indenture and the Effective Date Guarantor Supplemental Indenture.

ARTICLE 10

NOTE GUARANTEES

SECTION 10.01. Note Guarantee.

Subject to this Article 10, from and after the consummation of the Mergers and upon the execution and delivery of the Effective Date Guarantor Supplemental Indenture or any other supplemental indenture to this Indenture, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and the Notes Collateral Agent and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Issuers hereunder or thereunder, that: (a) the principal of, premium, if any, or interest and Special Interest, if any, on the Notes shall be promptly paid in full when due, whether at Maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuers to the Holders or the Trustee and the Notes Collateral Agent hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of

time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against any Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of an Issuer, any right to require a proceeding first against an Issuer, protest, notice and all demands whatsoever and covenants that this Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees) incurred by the Notes Collateral Agent, the Trustee or any Holder in enforcing any rights under this Section 10.01.

If any Holder or the Trustee is required by any court or otherwise to return to the Issuers, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuers or the Guarantors, any amount paid either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the Maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantees.

Each Note Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against an Issuer for liquidation or reorganization, should such Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of such Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes or Note Guarantees, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

In case any provision of any Note Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The Note Guarantee issued by any Guarantor shall be a general senior obligation of such Guarantor and shall be pari passu in right of payment with all existing and future Senior Indebtedness of such Guarantor (including its guarantee of all Obligations under the Senior Credit Facilities).

Each payment to be made by a Guarantor in respect of its Note Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

SECTION 10.02. Limitation on Guarantor Liability.

From and after the consummation of the Mergers and upon the execution and delivery of the Effective Date Guarantor Supplemental Indenture or any other supplemental indenture to this Indenture, each Guarantor who executes such supplemental indenture, and by its acceptance of Notes, each Holder, confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors irrevocably agree that the obligations of each Subsidiary Guarantor shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Subsidiary Guarantor that are relevant under such laws and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 10, result in the obligations of such Subsidiary Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law. Each Guarantor that makes a payment under its Note Guarantee shall be entitled upon payment in full of all guaranteed Obligations under this Indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with GAAP.

SECTION 10.03. Execution and Delivery.

To evidence its Note Guarantee set forth in Section 10.01, after the consummation of the Mergers, each Guarantor shall execute the supplemental indenture substantially in the form set forth in Exhibit D-2 or such other supplemental indenture to this Indenture (including substantially in the form of the supplemental indenture set forth in Exhibit D-3).

Upon the execution and delivery of the Effective Date Guarantor Supplemental Indenture or any other supplemental indenture to this Indenture, each Guarantor who executes such supplemental indenture agrees that its Note Guarantee set forth in Section 10.01 shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Note Guarantee on the Notes.

If an Officer whose signature is on a supplemental indenture to this Indenture no longer holds that office at the time the Trustee authenticates the Note, the Note Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of the Guarantors.

If required by Section 4.15, Covenant Parent shall cause any of its Domestic Subsidiaries that is a Wholly-Owned Subsidiary (other than the Issuers, the Guarantors, a Receivables Subsidiary or a Credit Facilities Unrestricted Subsidiary) to comply with the provisions of Section 4.15 and this Article 10, to the extent applicable.

SECTION 10.04. Subrogation.

Each Guarantor shall be subrogated to all rights of Holders of Notes against the Issuers in respect of any amounts paid by any Guarantor pursuant to the provisions of Section 10.01; provided that, if an Event of Default has occurred and is continuing, no Guarantor shall be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuers under this Indenture or the Notes shall have been paid in full.

SECTION 10.05. Benefits Acknowledged.

Upon the execution and delivery of the Effective Date Guarantor Supplemental Indenture or any other supplemental indenture to this Indenture, each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the guarantee and waivers made by it pursuant to its Note Guarantee are knowingly made in contemplation of such benefits.

SECTION 10.06. Release of Note Guarantees.

Each Note Guarantee of a series of Notes by a Guarantor shall provide by its terms that its Obligations under this Indenture with respect to such series and such Note Guarantee shall be automatically and unconditionally released and discharged, and no further action by such Guarantor, the Issuers or the Trustee is required for the release of such Guarantor's Note Guarantee, upon:

(1) in the case of a Subsidiary Guarantor, any sale, exchange, transfer or other disposition (by merger, consolidation, amalgamation, dividend, distribution or otherwise) of (i) the Capital Stock of such Subsidiary Guarantor, after which such Subsidiary Guarantor is no longer a direct or indirect Subsidiary of Covenant Parent or (ii) all or substantially all of the assets of such Subsidiary Guarantor to a non-Affiliate, in each case, if such sale, exchange, transfer or other disposition is not prohibited by the applicable provisions of this Indenture;

(2) the release or discharge of the guarantee by, or direct obligation of, such Subsidiary Guarantor with respect to the Senior Credit Facilities (including as a result of such Subsidiary Guarantor being designated as an "Unrestricted Subsidiary" under the Senior Credit Facilities) or the release or discharge of such other guarantee or direct obligation that resulted in the creation of such Note Guarantee, except a discharge or release by or as a result of payment under such guarantee or direct obligation (it being understood that a release subject to a contingent reinstatement is still a release);

(3) with respect to such series of Notes, the Issuers exercising the legal defeasance option or covenant defeasance option with respect to such series in accordance with Article 8 or the Issuers' obligations under this Indenture with respect to such series being discharged in accordance with the terms of this Indenture;

(4) the merger, amalgamation or consolidation of any Subsidiary Guarantor with and into an Issuer or another Subsidiary Guarantor that is the surviving Person in such merger, amalgamation or consolidation, or upon the liquidation of a Subsidiary Guarantor; or

(5) in the case of a Subsidiary Guarantor, upon the occurrence of an Investment Grade Event.

ARTICLE 11

SATISFACTION AND DISCHARGE

SECTION 11.01. Satisfaction and Discharge of Indenture.

This Indenture shall upon the Issuers' request cease to be of further effect with respect to any series of Notes specified by the Issuers and any related Note Guarantees (except as to any surviving rights of registration of transfer or exchange of Notes of any series herein expressly provided for), and the Trustee, at the expense of the Issuers, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture as to such series of Notes, when:

(1) either (A) all Notes of such series theretofore authenticated and delivered (other than (i) Notes which have been mutilated, destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.07 and (ii) Notes of such series for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuers or the Guarantors and thereafter repaid to the Issuers or the Guarantors or discharged from such trust), have been delivered to the Trustee for cancellation; or

(B) all Notes of such series not theretofore delivered to the Trustee for cancellation:

(i) have become due and payable by reason of the making of a notice of redemption or otherwise; or

(ii) will become due and payable at their Stated Maturity within one year; or

(iii) are to be called for redemption within one year under arrangements reasonably satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuers;

and the Issuers or any Guarantor, in the case of (i), (ii) or (iii) of clause (B) above, have (x) irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders of the Notes of such series, cash in U.S. dollars, U.S. Government Obligations, or a combination thereof, in an amount sufficient to pay and discharge the entire indebtedness on the Notes of such series not theretofore delivered to the Trustee for cancellation, for principal, premium, if any, Special Interest, if any, reasonably determinable by the Issuers (in the exercise of their sole and absolute discretion) and interest to the date of such deposit (in the case of Notes which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be, and (y) delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of such series of Notes at Maturity or the Redemption Date;

(2) the Issuers have paid or caused to be paid all other sums payable hereunder by the Issuers with respect to such series of Notes; and

(3) the Issuers have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture as to such series of Notes have been complied with.

In the event there are outstanding Notes of two or more series hereunder, the Trustee shall be required to execute an instrument acknowledging satisfaction and discharge of this Indenture only if requested to do so with respect to the Notes of such series to which it is Trustee and if the other conditions thereto are met. In the event there are two or more Trustees with respect to a series of Notes hereunder, then the effectiveness of any such instrument shall be conditioned upon receipt of such instruments from all Trustees with respect to the applicable series of Notes hereunder.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Issuers to the Trustee under Section 7.07 and, if money shall have been deposited with the Trustee pursuant to subclause (B) of this Section 11.01, the obligations of the Trustee under Section 11.02 and Section 8.06 shall survive.

SECTION 11.02. Application of Trust Money.

Subject to the provisions of Section 8.06, all money and U.S. Government Obligations deposited with the Trustee pursuant to Section 11.01 shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuers acting as their own Paying Agent) as the Trustee may determine, to the Persons entitled thereto as set forth in the Registrar, of the principal, premium and Special Interest, if any, and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with Section 11.01 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, any Issuer's and any Guarantor's obligations under this Indenture and such series of Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.01; provided that if the Issuers have made any payment of principal of, premium or interest on any Notes of such series because of the reinstatement of its obligations, the Issuers shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent.

ARTICLE 12

COLLATERAL

SECTION 12.01. Security Documents. From and after the consummation of the Mergers and upon the execution and delivery of the Intercreditor Agreements and the Security Documents, the due and punctual payment of the principal of, premium, if any, Special Interest, if any, or interest on any series of Notes when and as the same shall be due and payable, whether on an Interest Payment Date, at Maturity, by acceleration, repurchase, redemption or otherwise, and interest on the overdue principal of, premium, if any, Special Interest, if any, or interest on such series of Notes and performance of all other Obligations of the Covenant Parties to the Holders or the Trustee under this Indenture, such

Notes, the related Note Guarantees, the Intercreditor Agreements and the Security Documents with respect to such series of Notes, according to the terms hereunder or thereunder, shall be secured as provided in the Security Documents, which define the terms of the Liens that secure First Lien Notes Obligations, subject to the terms of the Intercreditor Agreements. The Trustee and the Covenant Parties hereby acknowledge and agree that the Notes Collateral Agent holds the Collateral in trust for the benefit of the Holders of such series of Notes, the Trustee and the Notes Collateral Agent and pursuant to the terms of the Security Documents and the Intercreditor Agreements. Each Holder, by accepting a Note, consents and agrees to the terms of the Security Documents (including the provisions providing for the possession, use, release and foreclosure of Collateral) and the Intercreditor Agreements as the same may be in effect or may be amended from time to time in accordance with their terms and this Indenture and the Intercreditor Agreements, and authorizes and directs the Notes Collateral Agent to enter into the Security Documents and the Intercreditor Agreements on the Escrow Release Date, and at any time after the Escrow Release Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith. Upon the execution and delivery of the Security Documents, the Issuers shall deliver to the Notes Collateral Agent copies of all documents required to be filed pursuant to the Security Documents, and will do or cause to be done all such acts and things as may be reasonably required by the next sentence of this Section 12.01, to assure and confirm to the Notes Collateral Agent the security interest in the Collateral contemplated hereby, by the Security Documents or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Notes secured hereby, according to the intent and purposes herein expressed. The Issuers and Covenant Parent shall, and shall cause the other Covenant Parties to, take any and all actions and make all filings (including the filing of UCC financing statements, continuation statements and amendments thereto) required to cause the Security Documents to create and maintain, as security for the Obligations of the other Covenant Parties to the secured parties under this Indenture, the Notes, the Note Guarantees, the Intercreditor Agreements and the Security Documents, a valid and enforceable perfected Lien and security interest in and on all of the Collateral (subject to the terms of the Intercreditor Agreements and the Security Documents), in favor of the Notes Collateral Agent for the benefit of the Holders and the Trustee subject to no Liens other than Permitted Liens. It is further understood and agreed that there shall be no Security Document (or other security agreements or pledge agreements) governed under the laws of any non-U.S. jurisdiction.

SECTION 12.02. Release of Collateral.

(a) Collateral may be released from the Lien and security interest created by the Security Documents at any time and from time to time with respect to any series of Notes in accordance with the provisions of the Security Documents, the Intercreditor Agreements and this Indenture. Notwithstanding anything to the contrary in the Security Documents, the Intercreditor Agreements and this Indenture, the Issuers and the Guarantors will be entitled to the release of property and other assets constituting Collateral from the Liens securing the Notes of any series and the First Lien Notes Obligations under any one or more of the following circumstances:

(1) to enable any Covenant Party to consummate the sale, transfer or other disposition of such property or assets to the extent not prohibited under Section 4.10 hereof;

(2) in the case of a Guarantor that is released from its Note Guarantee with respect to the Notes of such series pursuant to the terms of this Indenture, upon the release from such Note Guarantee;

(3) with respect to Collateral that is Capital Stock, upon (i) the dissolution or liquidation of the issuer of that Capital Stock that is not prohibited by this Indenture or (ii) upon the designation by Covenant Parent of the issuer of that Capital Stock as an "Unrestricted Subsidiary" under the Senior Credit Facilities in compliance with the terms of the Senior Credit Facilities;

(4) with respect to any Collateral that becomes an "Excluded Asset," upon it becoming an Excluded Asset;

(5) upon the occurrence of an Investment Grade Event;

(6) in accordance with Section 4.12(d);

(7) to the extent the Liens on the Collateral securing the Senior Credit Facility Obligations are released by the Bank Collateral Agent (other than any release by, or as a result of, payment of the Senior Credit Facility Obligations), upon the release of such Liens;

(8) in connection with any enforcement action taken by the Controlling Collateral Agent (as defined in the First Lien Intercreditor Agreement) in accordance with the terms of the First Lien Intercreditor Agreement; or

(9) as described in Article 9 hereof.

(b) The Liens on the Collateral securing any series of Notes and the related Note Guarantees with respect to such series also will be terminated and released:

(1) upon payment in full of the principal of, together with accrued and unpaid interest on, the Notes of such series and all other Obligations with respect to such series under this Indenture, the related Note Guarantees and the Security Documents with respect to such series that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid;

(2) upon a Legal Defeasance or Covenant Defeasance under this Indenture with respect to such series as described under Sections 8.02 and 8.03, respectively, or a satisfaction and discharge of this Indenture with respect to such series as described under Section 11.01; or

(3) pursuant to the Intercreditor Agreements and the Security Documents with respect to such series.

(c) Any Lien on any Collateral may be released or subordinated to the holder of any Lien on such Collateral securing any Capitalized Lease Obligations or any Lien on such Collateral that is permitted by clause (12) or (16) of the definition of "Permitted Liens" to the extent required by the terms of the Obligations secured by such Liens.

(d) Except as provided under Section 4.12, following the occurrence of a Release Event, the Notes and the Note Guarantees will not be secured by any assets or property, regardless of whether any Post-Release Event Note Guarantees have been provided by any Subsidiary of Covenant Parent.

(e) With respect to any release of Collateral, upon receipt of an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent under this Indenture, the Security

Documents and the Intercreditor Agreements, as applicable, to such release have been met and that it is permitted for the Trustee or Notes Collateral Agent to execute and deliver the documents requested by the Issuers in connection with such release and any necessary or proper instruments of termination, satisfaction or release prepared by the Issuers, the Trustee and the Notes Collateral Agent shall, execute, deliver or acknowledge (at the Issuers' expense) such instruments or releases to evidence the release of any Collateral permitted to be released pursuant to this Indenture, the Security Documents or the Intercreditor Agreements.

Neither the Trustee nor the Notes Collateral Agent shall be liable for any such release undertaken in reliance upon any such Officer's Certificate or Opinion of Counsel, and notwithstanding any term hereof or in any Security Document or in the Intercreditor Agreements to the contrary, the Trustee and the Notes Collateral Agent shall not be under any obligation to release any such Lien and security interest, or execute and deliver any such instrument of release, satisfaction or termination, unless and until it receives such Officer's Certificate and Opinion of Counsel.

Any certificate or opinion required by Section 314(d) of the Trust Indenture Act in connection with obtaining the release of Collateral may be made by an Officer of a Covenant Party, except in cases where Section 314(d) of the Trust Indenture Act requires that such certificate or opinion be made by an independent engineer, appraiser or other expert. Notwithstanding anything to the contrary in this Indenture, no Covenant Party shall be required to comply with all or any portion of Section 314(d) of the Trust Indenture Act if they determine in good faith, based on the advice of counsel, that under the terms of that section and/or any interpretation or guidance as to the meaning thereof of the SEC and its staff, including "no action" letters or exemptive orders, all or the relevant portion of Section 314(d) of the Trust Indenture Act is inapplicable to the released Collateral.

SECTION 12.03. Suits to Protect the Collateral. Subject to the provisions of Article 7 and the Security Documents and the Intercreditor Agreements, the Trustee may or may direct the Notes Collateral Agent to take all actions it determines in order to:

(a) enforce any of the terms of the Security Documents; and

(b) collect and receive any and all amounts payable in respect of the Obligations hereunder.

Subject to the provisions of the Security Documents and the Intercreditor Agreements, the Trustee and the Notes Collateral Agent shall have power to institute and to maintain such suits and proceedings as the Trustee may determine to prevent any impairment of the Collateral by any acts which may be unlawful or in violation of any of the Security Documents or this Indenture, and such suits and proceedings as the Trustee may determine to preserve or protect its interests and the interests of the Holders of any series of Notes in the Collateral, as applicable. Nothing in this Section 12.03 shall be considered to impose any such duty or obligation to act on the part of the Trustee or the Notes Collateral Agent.

SECTION 12.04. Authorization of Receipt of Funds by the Trustee Under the Security Documents. Subject to the provisions of the Intercreditor Agreements, the Trustee is authorized to receive any funds for the benefit of the Holders of the applicable series of Notes distributed under the Security Documents, and to make further distributions of such funds to the Holders of such Notes according to the provisions of this Indenture.

SECTION 12.05. Purchaser Protected. In no event shall any purchaser in good faith of any property purported to be released hereunder be bound to ascertain the authority of the Notes Collateral

Agent or the Trustee to execute the release or to inquire as to the satisfaction of any conditions required by the provisions hereof for the exercise of such authority or to see to the application of any consideration given by such purchaser or other transferee; nor shall any purchaser or other transferee of any property or rights permitted by this Article 12 to be sold be under any obligation to ascertain or inquire into the authority of the applicable Covenant Party to make any such sale or other transfer.

SECTION 12.06. Powers Exercisable by Receiver or Trustee. In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article 12 upon a Covenant Party with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of a Covenant Party or of any Officer or Officers thereof required by the provisions of this Article 12; and if the Trustee shall be in the possession of the Collateral under any provision of this Indenture, then such powers may be exercised by the Trustee.

SECTION 12.07. Release Upon Termination of the Issuers' Obligations. In the event that the Issuers deliver to the Trustee an Officer's Certificate certifying that (i) payment in full of the principal of, together with accrued and unpaid interest on, any series of Notes and all other Obligations under this Indenture with respect to such series of Notes, such Notes, the related Note Guarantees and the Security Documents with respect to such series of Notes that were due and payable at or prior to the time such principal, together with accrued and unpaid interest, were paid or (ii) the Issuers shall have either (x) exercised their Legal Defeasance option or their Covenant Defeasance option with respect to any series of Notes, in each case in compliance with the provisions of Article 8 or (y) satisfied and discharged this Indenture as to such series of Notes in compliance with the provisions of Article 11, and in each case of (i) and (ii), an Opinion of Counsel stating that all conditions precedent to the release of such Lien in the Collateral by the Trustee have been satisfied, the Trustee and the Notes Collateral Agent shall deliver to the Issuers a release of Lien in the Collateral with respect to such series of Notes without recourse, representations or warranties and shall do or cause to be done (at the expense of the Issuers) all acts reasonably requested of them to release such Lien as soon as is reasonably practicable.

SECTION 12.08. Notes Collateral Agent.

(a) The Issuers and each of the Holders by acceptance of the Notes hereby designates and appoints the Notes Collateral Agent as its agent under this Indenture, the Security Documents and the Intercreditor Agreements and the Issuers and each of the Holders by acceptance of the Notes hereby irrevocably authorizes the Notes Collateral Agent to take such action on its behalf under the provisions of this Indenture, the Security Documents and the Intercreditor Agreements and to exercise such powers and perform such duties as are expressly delegated to the Notes Collateral Agent with respect to such Holder's series of Notes by the terms of this Indenture, the Security Documents and the Intercreditor Agreements, and consents and agrees to the terms of the Intercreditor Agreements and each Security Document, as the same may be in effect or may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms. The Notes Collateral Agent agrees to act as such on the express conditions contained in this Section 12.08. Each Holder agrees that any action taken by the Notes Collateral Agent in accordance with the provision of this Indenture, the Intercreditor Agreements and the Security Documents, and the exercise by the Notes Collateral Agent of any rights or remedies set forth herein with respect to such Holder's series of Notes and therein shall be authorized and binding upon such Holder. Notwithstanding any provision to the contrary contained elsewhere in this Indenture, the Security Documents and the Intercreditor Agreements, the duties of the Notes Collateral Agent shall be ministerial and administrative in nature, and the Notes Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein and in the Security Documents and the Intercreditor Agreements to

which the Notes Collateral Agent is a party, nor shall the Notes Collateral Agent have or be deemed to have any trust or other fiduciary relationship with the Trustee, any Holder or any Covenant Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Indenture, the Security Documents and the Intercreditor Agreements or otherwise exist against the Notes Collateral Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Indenture with reference to the Notes Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) The Notes Collateral Agent may perform any of its duties under this Indenture, the Security Documents or the Intercreditor Agreements by or through receivers, agents, employees, attorneys-in-fact or with respect to any specified Person, such Person's Affiliates, and the respective officers, directors, employees, agents, advisors and attorneys-in-fact of such Person and its Affiliates (a "Related Person"), and shall be entitled to advice of counsel concerning all matters pertaining to such duties, and shall be entitled to act upon, and shall be fully protected in taking action in reliance upon any advice or opinion given by legal counsel. The Notes Collateral Agent shall not be responsible for the negligence or misconduct of any receiver, agent, employee, attorney-in-fact or Related Person that it selects as long as such selection was made in good faith and with due care.

(c) None of the Notes Collateral Agent or any of its respective Related Persons shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Indenture or the transactions contemplated hereby (except for its own gross negligence or willful misconduct) or under or in connection with any Security Document or the Intercreditor Agreements or the transactions contemplated thereby (except for its own gross negligence or willful misconduct), or (ii) be responsible in any manner to any of the Trustee or any Holder for any recital, statement, representation, warranty, covenant or agreement made by the Issuers or any other Covenant Party or Affiliate of any Covenant Party, or any Officer or Related Person thereof, contained in this Indenture, the Security Documents or the Intercreditor Agreements, or in any certificate, report, statement or other document referred to or provided for in, or received by the Notes Collateral Agent under or in connection with, this Indenture, the Security Documents or the Intercreditor Agreements, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Indenture, the Security Documents or the Intercreditor Agreements, or for any failure of any Covenant Party or any other party to this Indenture, the Security Documents or the Intercreditor Agreements to perform its obligations hereunder or thereunder. None of the Notes Collateral Agent or any of its respective Related Persons shall be under any obligation to the Trustee or any Holder to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Indenture, the Security Documents or the Intercreditor Agreements or to inspect the properties, books, or records of any Covenant Party or any Covenant Party's Affiliates.

(d) The Notes Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, certification, telephone message, statement, or other communication, document or conversation (including those by telephone or e-mail) believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including, without limitation, counsel to the Issuers or any other Covenant Party), independent accountants and other experts and advisors selected by the Notes Collateral Agent. The Notes Collateral Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or

document. The Notes Collateral Agent shall be fully justified in failing or refusing to take any action under this Indenture, the Security Documents or the Intercreditor Agreements with respect to any series of Notes unless it shall first receive such advice or concurrence of the Trustee or the Holders of a majority in aggregate principal amount of the Notes of such series as it determines and, if it so requests, it shall first be offered security or indemnity to its satisfaction by the Holders of such Notes against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Notes Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Indenture, the Security Documents or the Intercreditor Agreements with respect to any series of Notes in accordance with a request, direction, instruction or consent of the Trustee or the Holders of a majority in aggregate principal amount of the then outstanding Notes of such series and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Holders of such Notes.

(e) The Notes Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default with respect to any series of Notes, unless a Responsible Officer of the Notes Collateral Agent shall have received written notice from the Trustee or the Issuers referring to this Indenture, describing such Default or Event of Default and stating that such notice is a "notice of default." The Notes Collateral Agent shall take such action with respect to such Default or Event of Default as may be requested by the Trustee in accordance with Article 6 or the Holders of a majority in aggregate principal amount of the applicable series of Notes (subject to this Section 12.08).

(f) The Notes Collateral Agent may resign at any time with respect to the Notes of one or more series by notice to the Trustee and the Issuers, such resignation to be effective upon the acceptance of a successor agent to its appointment as Notes Collateral Agent. If the Notes Collateral Agent resigns under this Indenture, the Issuers shall appoint a successor collateral agent. If no successor collateral agent is appointed prior to the intended effective date of the resignation of the Notes Collateral Agent (as stated in the notice of resignation), the Trustee, at the direction of the Holders of a majority of the aggregate principal amount of such series of Notes then outstanding, may appoint a successor collateral agent with respect to such series of Notes, subject to the consent of the Issuers (which consent shall not be unreasonably withheld and which shall not be required during a continuing Event of Default). If no successor collateral agent is appointed and consented to by the Issuers pursuant to the preceding sentence within thirty (30) days after the intended effective date of resignation (as stated in the notice of resignation) the Notes Collateral Agent shall be entitled to petition a court of competent jurisdiction to appoint a successor. Upon the acceptance of its appointment as successor collateral agent hereunder, such successor collateral agent shall succeed to all the rights, powers and duties of the retiring Notes Collateral Agent, and the term "Notes Collateral Agent" shall mean such successor collateral agent, and the retiring Notes Collateral Agent's appointment, powers and duties as the Notes Collateral Agent shall be terminated. After the retiring Notes Collateral Agent's resignation hereunder, the provisions of this Section 12.08 (and Section 7.07) shall continue to inure to its benefit and the retiring Notes Collateral Agent shall not by reason of such resignation be deemed to be released from liability as to any actions taken or omitted to be taken by it while it was the Notes Collateral Agent under this Indenture.

(g) The Trustee shall initially act as Notes Collateral Agent and shall be authorized to appoint co-Notes Collateral Agents as necessary in its sole discretion. Except as otherwise explicitly provided herein or in the Security Documents or the Intercreditor Agreements, neither the Notes Collateral Agent nor any of its respective officers, directors, employees or agents or other Related Persons shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The

Notes Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Notes Collateral Agent nor any of its officers, directors, employees or agents shall be responsible for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

(h) The Notes Collateral Agent is authorized and directed to (i) enter into the Security Documents to which it is party, whether executed on or after the Effective Date, (ii) enter into the Intercreditor Agreements, (iii) make the representations of the Holders set forth in the Security Documents and Intercreditor Agreements, (iv) bind the Holders on the terms as set forth in the Security Documents and the Intercreditor Agreements and (v) perform and observe its obligations under the Security Documents and the Intercreditor Agreements.

(i) If at any time or times the Trustee shall receive (i) by payment, foreclosure, set-off or otherwise, any proceeds of Collateral or any payments with respect to the Obligations arising under, or relating to, this Indenture, except for any such proceeds or payments received by the Trustee from the Notes Collateral Agent pursuant to the terms of this Indenture, or (ii) payments from the Notes Collateral Agent in excess of the amount required to be paid to the Trustee pursuant to Article 6, the Trustee shall promptly turn the same over to the Notes Collateral Agent, in kind, and with such endorsements as may be required to negotiate the same to the Notes Collateral Agent such proceeds to be applied by the Notes Collateral Agent pursuant to the terms of this Indenture, the Security Documents and the Intercreditor Agreements.

(j) The Notes Collateral Agent is each Holder's agent for the purpose of perfecting the Holders' security interest in assets which, in accordance with Article 9 of the Uniform Commercial Code can be perfected only by possession. Should the Trustee obtain possession of any such Collateral, upon request from the Issuers, the Trustee shall notify the Notes Collateral Agent thereof and promptly shall deliver such Collateral to the Notes Collateral Agent or otherwise deal with such Collateral in accordance with the Notes Collateral Agent's instructions.

(k) The Notes Collateral Agent shall have no obligation whatsoever to the Trustee or any of the Holders to assure that the Collateral exists or is owned by any Covenant Party or is cared for, protected, or insured or has been encumbered, or that the Notes Collateral Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, maintained or enforced or are entitled to any particular priority, or to determine whether all or the Covenant Party's property constituting collateral intended to be subject to the Lien and security interest of the Security Documents has been properly and completely listed or delivered, as the case may be, or the genuineness, validity, marketability or sufficiency thereof or title thereto, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights, authorities, and powers granted or available to the Notes Collateral Agent pursuant to this Indenture, any Security Document or the Intercreditor Agreements with respect to any series of Notes other than pursuant to the instructions of the Trustee or the Holders of a majority in aggregate principal amount of such series of Notes or as otherwise provided in the Security Documents.

(l) If the Issuers or any Guarantor (i) incurs any obligations in respect of First Lien Obligations or Second Lien Obligations at any time when no applicable intercreditor agreement is in effect or at any time when Indebtedness constituting First Lien Obligations or Second Lien Obligations entitled to the benefit of an existing Intercreditor Agreement is concurrently retired, and (ii) delivers to the Notes Collateral Agent an Officer's Certificate so stating and requesting the Notes Collateral Agent to enter into an intercreditor agreement (on substantially the same terms as the applicable Intercreditor

Agreement) in favor of a designated agent or representative for the holders of the First Lien Obligations or Second Lien Obligations so incurred, together with an Opinion of Counsel, the Notes Collateral Agent shall (and is hereby authorized and directed to) enter into such intercreditor agreement (at the sole expense and cost of the Issuers, including legal fees and expenses of the Notes Collateral Agent), bind the Holders of the applicable series of Notes secured as provided in the Security Documents and this Article 12 on the terms set forth therein and perform and observe its obligations thereunder; provided that neither an Officer's Certificate nor an Opinion of Counsel shall be required in connection with the applicable Intercreditor Agreements to be entered into by the Notes Collateral Agent on the Effective Date.

(m) No provision of this Indenture, the Intercreditor Agreements or any Security Document shall require the Notes Collateral Agent (or the Trustee) to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or thereunder or to take or omit to take any action hereunder or thereunder or take any action at the request or direction of Holders (or the Trustee in the case of the Notes Collateral Agent) if it shall have received indemnity satisfactory to the Notes Collateral Agent and the Trustee against potential costs and liabilities incurred by the Notes Collateral Agent relating thereto. Notwithstanding anything to the contrary contained in this Indenture, the Intercreditor Agreements or the Security Documents, in the event the Notes Collateral Agent is entitled or required to commence an action to foreclose or otherwise exercise its remedies to acquire control or possession of the Collateral, the Notes Collateral Agent shall not be required to commence any such action or exercise any remedy or to inspect or conduct any studies of any property under the mortgages or take any such other action if the Notes Collateral Agent has determined that the Notes Collateral Agent may incur personal liability as a result of the presence at, or release on or from, the Collateral or such property, of any hazardous substances. The Notes Collateral Agent shall at any time be entitled to cease taking any action described in this clause if it no longer reasonably deems any indemnity, security or undertaking from the Issuers or the Holders to be sufficient.

(n) The Notes Collateral Agent (i) shall not be liable for any action taken or omitted to be taken by it in connection with this Indenture, the Intercreditor Agreements and the Security Documents or instrument referred to herein or therein, except to the extent that any of the foregoing are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from its own gross negligence or willful misconduct, (ii) shall not be liable for interest on any money received by it except as the Notes Collateral Agent may agree in writing with the Issuers (and money held in trust by the Notes Collateral Agent need not be segregated from other funds except to the extent required by law) and (iii) may consult with counsel of its selection and the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it in good faith and in accordance with the advice or opinion of such counsel. The grant of permissive rights or powers to the Notes Collateral Agent shall not be construed to impose duties to act.

(o) Neither the Notes Collateral Agent nor the Trustee shall be liable for delays or failures in performance resulting from acts caused by, directly or indirectly, forces beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Neither the Notes Collateral Agent nor the Trustee shall be liable for any indirect, special, punitive, incidental or consequential damages (included but not limited to lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action.

(p) The Notes Collateral Agent does not assume any responsibility for any failure or delay in performance or any breach by the Issuers or any other Covenant Party under this Indenture, the Intercreditor Agreements and the Security Documents. The Notes Collateral Agent shall not be responsible to the Holders or any other Person for any recitals, statements, information, representations or warranties contained in this Indenture, the Security Documents, the Intercreditor Agreements or in any certificate, report, statement, or other document referred to or provided for in, or received by the Notes Collateral Agent under or in connection with, this Indenture, the Intercreditor Agreements or any Security Document; the execution, validity, genuineness, effectiveness or enforceability of the Intercreditor Agreements and any Security Documents of any other party thereto; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, effectiveness, enforceability, sufficiency, extent, perfection or priority of any Lien therein; the validity, enforceability or collectability of any Obligations; the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any obligor; or for any failure of any obligor to perform its Obligations under this Indenture, the Intercreditor Agreements and the Security Documents. The Notes Collateral Agent shall have no obligation to any Holder or any other Person to ascertain or inquire into the existence of any Default or Event of Default, the observance or performance by any obligor of any terms of this Indenture, the Intercreditor Agreements and the Security Documents, or the satisfaction of any conditions precedent contained in this Indenture, the Intercreditor Agreements and any Security Documents. The Notes Collateral Agent shall not be required to initiate or conduct any litigation or collection or other proceeding under this Indenture, the Intercreditor Agreements and the Security Documents unless expressly set forth hereunder or thereunder. The Notes Collateral Agent shall have the right at any time to seek instructions from the Holders of the applicable series of Notes with respect to the administration of this Indenture, the Security Documents and the Intercreditor Agreements.

(q) The parties hereto and the Holders hereby agree and acknowledge that neither the Notes Collateral Agent nor the Trustee shall assume, be responsible for or otherwise be obligated for any liabilities, claims, causes of action, suits, losses, allegations, requests, demands, penalties, fines, settlements, damages (including foreseeable and unforeseeable), judgments, expenses and costs (including but not limited to, any remediation, corrective action, response, removal or remedial action, or investigation, operations and maintenance or monitoring costs, for personal injury or property damages, real or personal) of any kind whatsoever, pursuant to any environmental law as a result of this Indenture, the Intercreditor Agreements, the Security Documents or any actions taken pursuant hereto or thereto. Further, the parties hereto and the Holders hereby agree and acknowledge that in the exercise of its rights under this Indenture, the Intercreditor Agreements and the Security Documents, the Notes Collateral Agent may hold or obtain indicia of ownership primarily to protect the security interest of the Notes Collateral Agent in the Collateral and that any such actions taken by the Notes Collateral Agent shall not be construed as or otherwise constitute any participation in the management of such Collateral. In the event that the Notes Collateral Agent or the Trustee is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, in order to carry out any fiduciary or trust obligation for the benefit of another, which in the Notes Collateral Agent or the Trustee's sole discretion may cause the Notes Collateral Agent or the Trustee to be considered an "owner or operator" under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq., or otherwise cause the Notes Collateral Agent or the Trustee to incur liability under CERCLA or any other federal, state or local law, the Notes Collateral Agent and the Trustee reserves the right, instead of taking such action, to either resign as the Notes Collateral Agent or the Trustee or arrange for the transfer of the title or control of the asset to a court-appointed receiver. Neither the Notes Collateral Agent nor the Trustee shall be liable to the Issuers, Covenant Parent, the Guarantors or any other Person for any environmental claims or contribution actions under any federal, state or local law, rule or regulation by reason of the Notes Collateral Agent or the Trustee's actions and

conduct as authorized, empowered and directed hereunder or relating to the discharge, release or threatened release of hazardous materials into the environment. If at any time it is necessary or advisable for property to be possessed, owned, operated or managed by any Person (including the Notes Collateral Agent or the Trustee) other than the Issuers, the Covenant Parent or the Guarantors, Holders of a majority in aggregate principal amount of the then outstanding Notes of any series affected thereby shall direct the Notes Collateral Agent or the Trustee to appoint an appropriately qualified Person (excluding the Notes Collateral Agent or the Trustee) who they shall designate to possess, own, operate or manage, as the case may be, the property.

(r) Upon the receipt by the Notes Collateral Agent of a written request of the Issuers signed by an Officer (a "Security Document Order"), the Notes Collateral Agent is hereby authorized to execute and enter into, and shall execute and enter into, without the further consent of any Holder or the Trustee, any Security Document or amendment or supplement thereto, to be executed after the Issue Date. Such Security Document Order shall (i) state that it is being delivered to the Notes Collateral Agent pursuant to, and is a Security Document Order referred to in, this Section 12.08(r), and (ii) instruct the Notes Collateral Agent to execute and enter into such Security Document or amendment or supplement thereto. Any such execution of a Security Document or amendment or supplement thereto, shall be at the direction and expense of the Issuers, upon delivery to the Notes Collateral Agent of an Officer's Certificate and Opinion of Counsel stating that all conditions precedent to the execution and delivery of the Security Document or amendment or supplement thereto, have been satisfied. The Holders, by their acceptance of the Notes, hereby authorize and direct the Notes Collateral Agent to execute such Security Documents or amendment or supplement thereto.

(s) Subject to the provisions of the applicable Security Documents and the Intercreditor Agreements, each Holder, by acceptance of the Notes, agrees that the Notes Collateral Agent shall execute and deliver the Intercreditor Agreements and the Security Documents to which it is a party and all agreements, documents and instruments incidental thereto, and act in accordance with the terms thereof. For the avoidance of doubt, the Notes Collateral Agent shall have no discretion under this Indenture, the Intercreditor Agreements or the Security Documents and shall not be required to make or give any determination, consent, approval, request or direction with respect to any series of Notes without the written direction of the Holders of a majority in aggregate principal amount of the then outstanding Notes of such series or the Trustee, as applicable.

(t) After the occurrence and continuance of an Event of Default with respect to any series of Notes, the Trustee, acting at the direction of the Holders of a majority of the aggregate principal amount of the then outstanding Notes of such series, may direct the Notes Collateral Agent in connection with any action required or permitted by this Indenture, the Security Documents or the Intercreditor Agreements.

(u) The Notes Collateral Agent is authorized to receive any funds for the benefit of itself, the Trustee and the Holders distributed under the Security Documents or the Intercreditor Agreements and to the extent not prohibited under the Intercreditor Agreements, for turnover to the Trustee to make further distributions of such funds to itself, the Trustee and the Holders in accordance with the provisions of Section 6.13 and the other provisions of this Indenture.

(v) In each case that the Notes Collateral Agent may or is required hereunder or under any Security Document or any Intercreditor Agreement to take any action (an "Action") with respect to any series of Notes, including without limitation to make any determination, to give consents, to exercise rights, powers or remedies, to release or sell Collateral or otherwise to act hereunder or under any Security Document or any Intercreditor Agreement, the Notes Collateral Agent may seek direction from

the Holders of a majority in aggregate principal amount of the then outstanding Notes of such series. The Notes Collateral Agent shall not be liable with respect to any Action taken or omitted to be taken by it in accordance with the direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes of such series. If the Notes Collateral Agent shall request direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes of such series with respect to any Action relating to such series, the Notes Collateral Agent shall be entitled to refrain from such Action unless and until the Notes Collateral Agent shall have received direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes of such series, and the Notes Collateral Agent shall not incur liability to any Person by reason of so refraining.

(w) Notwithstanding anything to the contrary in this Indenture or in any Security Document or any Intercreditor Agreement, in no event shall the Notes Collateral Agent or the Trustee be responsible for, or have any duty or obligation with respect to, the recording, filing, registering, perfection, protection or maintenance of the security interests or Liens intended to be created by this Indenture, the Security Documents or the Intercreditor Agreements (including without limitation the filing or continuation of any UCC financing or continuation statements or similar documents or instruments), nor shall the Notes Collateral Agent or the Trustee be responsible for, and neither the Notes Collateral Agent nor the Trustee makes any representation regarding, the validity, effectiveness or priority of any of the Security Documents or the security interests or Liens intended to be created thereby.

(x) Before the Notes Collateral Agent acts or refrains from acting in each case at the request or direction of the Issuers or the Guarantors, it may require an Officer's Certificate and an Opinion of Counsel, which shall conform to the provisions of this Section 12.08. The Notes Collateral Agent shall not be liable for any action it takes or omits to take in good faith in reliance on such certificate or opinion.

(y) Notwithstanding anything to the contrary contained herein, the Notes Collateral Agent shall act pursuant to the instructions of the Holders and the Trustee solely with respect to the Security Documents and the Collateral.

SECTION 12.09. Limitations on Pledged Collateral

(a) Upon registration of any series of Notes pursuant to the Registration Rights Agreement, the Capital Stock and other securities of an Affiliate of the Issuers will constitute Collateral only to the extent that the pledge of such Capital Stock and other securities in respect of such series of Notes or any other series of SEC-registered secured debt securities of Denali and its Subsidiaries will not result in the requirement to file separate financial statements of such Affiliate with the SEC, but only to the extent necessary to not be subject to such requirement and only for so long as such requirement is in existence. In the event that Rule 3-16 of Regulation S-X under the Securities Act is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other governmental agency) of separate financial statements of any Affiliate of the Issuers due to the fact that such Affiliate's Capital Stock or other securities secure any series of Notes or any other series of SEC-registered secured debt securities of Denali and its Subsidiaries, then the Capital Stock or other securities of such Affiliate will automatically be deemed not to be part of the Collateral securing the Notes but only to the extent necessary to not be subject to such requirement and only for so long as such requirement is in existence. In such event, this Agreement and the other Security Documents may be amended or modified, without the consent of any Holder of any series of Notes, to the extent necessary to exclude such shares of Capital Stock or other securities that are so deemed to not constitute part of the Collateral.

(b) In the event that Rule 3-16 of Regulation S-X under the Securities Act is amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would permit) such Affiliate's Capital Stock or other securities to secure the Notes in excess of the amount then pledged without the filing with the SEC (or any other governmental agency) of separate financial statements of such Affiliate, then the Capital Stock of such Affiliate will automatically be deemed to be a part of the Collateral. In such event, this Agreement and the other Security Documents may be amended or modified, without the consent of any Holder of any series of Notes, to the extent necessary to add such shares of Capital Stock or other securities that are so deemed to constitute part of the Collateral.

SECTION 12.10. Other Limitations.

(a) Liens required to be granted from time to time pursuant to this Indenture shall be subject to exceptions and limitations set forth in the Security Documents;

(b) control agreements or other control or similar arrangements shall not be required with respect to deposit accounts, securities accounts, commodities accounts or other assets requiring perfection by control agreements;

(c) no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction shall be required to be taken to create any security interests in assets located or titled outside of the United States (including any Equity Interests of any Foreign Subsidiary and foreign intellectual property) or to perfect or make enforceable any security interests in any such assets (it being understood that there shall be no Security Document (or other security agreements or pledge agreements) governed under the laws of any non-U.S. jurisdiction); and

(d) no actions shall be required to perfect a security interest in letter of credit rights (other than the filing of a UCC financing statement).

ARTICLE 13

MISCELLANEOUS

SECTION 13.01. Trust Indenture Act Controls.

If, following the qualification of this Indenture under the Trust Indenture Act, any provision of this Indenture limits, qualifies or conflicts with the duties imposed by Trust Indenture Act Section 318(c), the imposed duties shall control.

SECTION 13.02. Notices.

Any notice or communication by an Issuer, any Guarantor, the Trustee or the Notes Collateral Agent to the others is duly given if in writing and delivered in person or mailed by first-class mail (registered or certified, return receipt requested), fax or overnight air courier guaranteeing next day delivery, to the others' address, or given electronically:

If to an Issuer and/or any Guarantor:

c/o Dell Inc.
One Dell Way
Round Rock, Texas 78682
Fax No.: (512) 283-0544
Attention: Janet B. Wright
Email: Janet_Wright@Dell.com

If to the Trustee or the Notes Collateral Agent:

The Bank of New York Mellon Trust Company, N.A.
601 Travis Street, 16th Floor
Houston, TX 77002
Fax No.: (713) 483-6954
Attention: Corporate Trust Administration

Any Issuer, any Guarantor, the Trustee or the Notes Collateral Agent, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five calendar days after being deposited in the mail, postage prepaid, if mailed by first-class mail; when receipt acknowledged, if faxed; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery, and at the time sent, if given electronically; provided that any notice or communication delivered to the Trustee or the Notes Collateral Agent shall be deemed effective upon actual receipt thereof.

Any notice or communication to a Holder shall be mailed by first-class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in Trust Indenture Act Section 313(c), to the extent required by the Trust Indenture Act. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. Notwithstanding anything to the contrary contained herein, as long as any series of Notes are in the form of a Global Note, notice to the Holders of such series of Notes may be made electronically in accordance with procedures of the Depositary for such Note.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If an Issuer delivers a notice or communication to Holders, it shall deliver a copy to the Trustee and the Notes Collateral Agent at the same time.

The Trustee or the Notes Collateral Agent agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods. If the Issuers, any Guarantor or any Holder elects to give the Trustee or the Notes Collateral Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee or the Notes Collateral Agent in its discretion elects to act upon such instructions, the Trustee's or the Notes Collateral Agent's understanding of such instructions shall be deemed controlling. Neither the Trustee nor the Notes Collateral Agent shall be liable for any losses, costs or expenses arising

directly or indirectly from the Trustee's or the Notes Collateral Agent's reliance upon and compliance with such instructions notwithstanding if such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee or the Notes Collateral Agent, including without limitation the risk of the Trustee or the Notes Collateral Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 13.03. Communication by Holders of Notes with Other Holders of Notes.

Holders of Notes of any series may communicate pursuant to Trust Indenture Act Section 312(b) with other Holders of such series of Notes or other series of Notes with respect to their rights under this Indenture or such series of Notes or all Notes. The Issuers, the Trustee, the Registrar and anyone else shall have the protection of Trust Indenture Act Section 312(c).

SECTION 13.04. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by an Issuer or any of the Guarantors to the Trustee to take any action under this Indenture, such Issuer or such Guarantor, as the case may be, shall furnish to the Trustee or, if such action relates to a Security Document or an Intercreditor Agreement, the Notes Collateral Agent:

(a) An Officer's Certificate in form and substance reasonably satisfactory to the Trustee or the Notes Collateral Agent, as applicable (which shall include the statements set forth in Section 13.05), stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; provided that an Officer's Certificate shall not be required in connection with the entering into of the Effective Date Issuers Supplemental Indenture, the Effective Date Guarantor Supplemental Indenture, the Security Documents and the Intercreditor Agreements on the Escrow Release Date; and

(b) An Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 13.05) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied; provided that an Opinion of Counsel shall not be required in connection with the entering into of the Effective Date Issuers Supplemental Indenture, the Effective Date Guarantor Supplemental Indenture, the Security Documents and the Intercreditor Agreements on the Escrow Release Date.

SECTION 13.05. Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Section 4.04) and shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with (and, in the case of an Opinion of Counsel, may be limited to reliance on an Officer's Certificate as to matters of fact); and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

SECTION 13.06. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

SECTION 13.07. No Personal Liability of Directors, Officers, Employees and Stockholders.

No director, manager, officer, employee, incorporator, member, partner or stockholder of an Issuer or any Guarantor or any of their parent companies or entities (other than such Issuer in respect of the Notes and each Guarantor in respect of its Note Guarantee) shall have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Note Guarantees, the Security Documents, the Intercreditor Agreements, the Registration Rights Agreement or this Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 13.08. Governing Law; Submission to Jurisdiction.

THIS INDENTURE, THE NOTES AND ANY NOTE GUARANTEE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. **Each of the parties hereto hereby irrevocably submits to the jurisdiction of any New York State court sitting in the Borough of Manhattan in the City of New York or any federal court sitting in the Borough of Manhattan in the City of New York in respect of any suit, action or proceeding arising out of or relating to this Indenture, any Note Guarantee and the Notes, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction of the aforesaid courts.**

SECTION 13.09. Waiver of Jury Trial.

EACH OF THE ISSUERS, THE GUARANTORS, THE TRUSTEE AND THE NOTES COLLATERAL AGENT, AND EACH HOLDER OF A NOTE BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 13.10. Force Majeure.

In no event shall the Trustee or the Notes Collateral Agent be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

SECTION 13.11. Foreign Account Tax Compliance Act (FATCA).

In order to comply with applicable tax laws, rules and regulations (inclusive of directives, guidelines and interpretations promulgated by competent authorities) in effect from time to time ("Applicable Law") that a foreign financial institution, issuer, trustee, paying agent, holder or other institution is or has agreed to be subject to related to this Indenture, the Issuers agree (i) to use commercially reasonable efforts to provide to the Trustee sufficient information about Holders or other applicable parties and/or transactions related to this Indenture (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax related obligations under Applicable Law and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under this Indenture to the extent necessary to comply with Applicable Law for which the Trustee shall not have any liability. The terms of this Section 13.11 shall survive the termination of this Indenture.

SECTION 13.12. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of Denali, Denali Intermediate, Dell and their respective Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

SECTION 13.13. Qualification of Indenture.

The Issuers and the Guarantors shall qualify this Indenture with respect to the series of Notes which are subject to a registration statement filed pursuant to the Registration Rights Agreement under the Trust Indenture Act in accordance with the terms and conditions of the Registration Rights Agreement and shall pay all reasonable costs and expenses (including attorneys' fees and expenses for the Issuers, the Guarantors and the Trustee) incurred in connection therewith, including, but not limited to, costs and expenses of qualification of this Indenture and such series of Notes and printing this Indenture and such Notes. The Trustee shall be entitled to receive from the Issuers and the Guarantors any such Officer's Certificates, Opinion of Counsel or other documentation as it may reasonably request in connection with any such qualification of this Indenture under the Trust Indenture Act.

SECTION 13.14. Successors.

All agreements of the Issuers in this Indenture and the Notes shall bind their respective successors. All agreements of the Trustee and the Notes Collateral Agent in this Indenture shall bind each of their respective successors. All agreements of each Guarantor in this Indenture shall bind its successors, except as otherwise provided in Section 10.06.

SECTION 13.15. Severability.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 13.16. Intercreditor Agreements.

Reference is made to the Intercreditor Agreements. Each Holder, by its acceptance of a Note, (a) agrees that it will be bound by and will take no actions contrary to the provisions of the Intercreditor Agreements and (b) authorizes and instructs the Trustee and the Notes Collateral Agent to enter into the Intercreditor Agreements as Trustee and as Notes Collateral Agent, as the case may be, and on behalf of such Holder, including without limitation, making the representations of the Holders contained therein. The foregoing provisions are intended as an inducement to the lenders under the Senior Credit Facilities to extend credit and such lenders are intended third party beneficiaries of such provisions and the provisions of the Intercreditor Agreements.

SECTION 13.17. Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 13.18. Table of Contents, Headings, Etc..

The Table of Contents, Cross Reference Table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 13.19. No Adverse Interpretation of Other Agreement.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuers or any other Covenant Party or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

[Signatures on following page]

DIAMOND 1 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

DIAMOND 2 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and Notes Collateral Agent

By: /s/ R. Tarnas
Name: R. Tarnas
Title: Vice President

[*Signature Page to Indenture*]

[Face of Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Legend, if applicable pursuant to the provisions of the Indenture]

CUSIP [ ]
ISIN [ ]

[[RULE 144A][REGULATION S] [GLOBAL] NOTE
representing up to
$]
[ ]% First Lien Notes due [ ]

No. [$]

DIAMOND 1 FINANCE CORPORATION
and
DIAMOND 2 FINANCE CORPORATION

promise to pay to CEDE & CO. or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of United States Dollars] on [ ].

Interest Payment Dates: [ ] and [ ]

Record Dates: [ ] and [ ]

IN WITNESS HEREOF, the Issuers have caused this instrument to be duly executed.

Dated:

DIAMOND 1 FINANCE CORPORATION

By: _____
Name:
Title:

DIAMOND 2 FINANCE CORPORATION

By: _____
Name:
Title:

This is one of the [ ] Notes referred to in the within-mentioned Indenture:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated:

By: _____
Authorized Signatory

[Back of Note]

[ ]% First Lien Notes due [ ]

Capitalized terms used herein shall have the meanings assigned to them in the Base Indenture referred to below unless otherwise indicated.

1. INTEREST. Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), and Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), promise to pay interest on the principal amount of this Note, subject to adjustment pursuant to Section 2 of this Note, at [ ]% per annum (the "Original Interest Rate"), from [ ] until Maturity and shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. Upon consummation of the Transactions, (x) Finco 1 will merge with and into Dell International and Dell International will assume the obligations of Finco 1 pursuant to the Effective Date Issuers Supplemental Indenture and (y) Finco 2 will merge with and into EMC and EMC will assume the obligations of Finco 2 pursuant to the Effective Date Issuers Supplemental Indenture, in each case under this Note. The Issuers shall pay interest and Special Interest, if any, semi-annually in arrears on [ ] and [ ] of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from [ ]; provided that the first Interest Payment Date shall be [ ]. The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the Notes to the extent lawful; the Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Special Interest, if any, from time to time on demand at the interest rate on the Notes. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on the Notes will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application. This note is one of the series designated on the face hereof (individually, a "Note" and, collectively, the "Notes").

2. [INTEREST RATE ADJUSTMENT.The interest rate payable on the Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this Section 2 or clause (e) of the Notes Supplemental Indenture (as defined below).

If the rating of the Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	Percentage
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	Percentage
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the Notes, any increase or decrease in the interest rate on the Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the Notes for any reason, and no Substitute Rating Agency has provided a rating on the Notes, the interest rate on the Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the Notes or make a rating of the Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the Notes.

If at any time the interest rate on the Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the Notes, the interest rate on the Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the Notes equals the interest rate on the Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the Notes will be decreased to the interest rate on the Notes prior to any adjustments made pursuant to this Section 2 or clause [ ] of the Notes Supplemental Indenture.

Any increase or decrease in the interest rate described in this Section 2 or clause [ ] of the Notes Supplemental Indenture shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the Notes is increased as set forth in this Section 2 and clause (e) of the Notes Supplemental Indenture, the term "interest", as used in the Indenture with respect to the Notes, shall be deemed to include any such additional interest unless the context otherwise requires.]

3. METHOD OF PAYMENT. The Issuers will pay interest on the Notes and Special Interest, if any, to the Persons who are registered Holders of the Notes at the close of business (if applicable) on the [ ] or [ ] (whether or not a Business Day), as the case may be, immediately preceding the Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. Payment of interest and Special Interest, if any, may be made by check mailed to the Holders of the Notes at their addresses set forth in the register of Holders, provided that all payments of

principal of and interest and premium and Special Interest, if any, with respect to the Notes represented by one or more Global Notes will be made in accordance with DTC's applicable procedures. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

4. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuers may change any Paying Agent or Registrar without notice to the Holders. Denali or any of its Subsidiaries may act in any such capacity.

5. INDENTURE. The Issuers issued the Notes under the Base Indenture, dated as of June 1, 2016 (the "Base Indenture"), among the Fincos, the Trustee and The Bank of New York Mellon Trust Company, N.A., as notes collateral agent (the "Notes Collateral Agent"), as supplemented by the Notes Supplemental Indenture, dated as of [ ] (the "Notes Supplemental Indenture", and, together with the Base Indenture, the "Indenture"), among the Fincos, the Trustee and the Notes Collateral Agent. This Note is one of a duly authorized issue of notes of the Issuers designated as their [ ]% First Lien Notes due [ ]. The Issuers shall be entitled to issue Additional Notes constituting Notes pursuant to Sections 2.01 and 4.12 of the Base Indenture and Section [ ] of the Notes Supplemental Indenture. The terms of the Notes include those stated in the Indenture. The Notes are subject to all such terms, and Holders of the Notes are referred to the Indenture for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

6. REDEMPTION AND REPURCHASE. The Notes are subject to optional and special mandatory redemption, and may be the subject of a Change of Control Offer and an Asset Sale Offer, as further described in the Indenture. Except as provided in Section 3.10 of the Base Indenture, the Issuers shall not be required to make any mandatory redemption or sinking fund payments with respect to the Notes.

7. DENOMINATIONS, TRANSFER, EXCHANGE. The Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuers may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuers need not exchange or register the transfer of any Note or portion of a Note selected for redemption or tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer, an Asset Sale Offer or other tender offer, in whole or in part, except for the unredeemed portion of any Note being redeemed in part. Also, the Issuers need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed.

8. PERSONS DEEMED OWNERS. The registered Holder of a Note may be treated as its owner for all purposes.

9. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the Notes or the related Note Guarantees may be amended or supplemented as provided in the Indenture.

10. DEFAULTS AND REMEDIES. The Events of Default relating to the Notes are defined in Section 6.01 of the Base Indenture. Upon the occurrence of an Event of Default relating to the Notes, the rights and obligations of the Issuers, the Guarantors, the Trustee and the Holders of the Notes shall be as set forth in the applicable provisions of the Indenture.

11. AUTHENTICATION. This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

12. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders of the Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes representing Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of June 1, 2016, among the Fincos and the representatives of the initial purchasers set forth therein (as supplemented, the "Registration Rights Agreement"), including the right to receive Special Interest.

13. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE NOTES AND THE NOTE GUARANTEES.

14. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP and ISIN numbers and/or similar numbers to be printed on the Notes and the Trustee may use CUSIP and ISIN numbers and/or similar numbers in notices of redemption as a convenience to Holders of the Notes. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to the Issuers at the following address:

c/o Dell Inc.
One Dell Way
Round Rock, Texas 78682
Fax No.: (512) 283-0544
Attention: Janet B. Wright
Email: Janet_Wright@Dell.com

15. SECURITY. The Notes and the related Note Guarantees shall be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Security Documents. The Trustee and the Notes Collateral Agent, as the case may be, shall hold the Collateral in trust for the benefit of the Holders of the Notes, in each case pursuant to the Security Documents and the Intercreditor Agreements. Each Holder of the Notes, by accepting this Note, consents and agrees to the terms of the Security Documents (including the provisions providing for the foreclosure and release of Collateral) and the Intercreditor Agreements as the same may be in effect or may be amended from time to time in accordance with their terms and the Indenture and authorizes and directs the Notes Collateral Agent to enter into the Security Documents and the Intercreditor Agreements on the Escrow Release Date, and at any time after Escrow Release Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint to transfer this Note on the books of the Issuers. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuers pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

[ ] Section 4.10 [ ] Section 4.14

If you want to elect to have only part of this Note purchased by the Issuers pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

$

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Note Custodian

* This schedule should be included only if the Note is issued in global form.

FORM OF CERTIFICATE OF TRANSFER

[Dell Inc.
One Dell Way
Round Rock, Texas 78682
Attention: Janet B. Wright]

[The Bank of New York Mellon Trust Company, N.A.
601 Travis Street, 16th Floor
Houston, TX 77002
Attention: Corporate Trust Administration]

Re: [ ]% first lien notes due [ ]

Reference is hereby made to the Indenture, dated as of June 1, 2016 (as amended or supplemented from time to time with respect to the Notes, the "Indenture"), among the Issuers, the Trustee and the Notes Collateral Agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

(the "Transferor") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of $ in such Note[s] or interests (the "Transfer"), to (the "Transferee"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1. [ ] CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE 144A GLOBAL NOTE OR A DEFINITIVE NOTE PURSUANT TO RULE 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A under the United States Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States.

2. [ ] CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE REGULATION S GLOBAL NOTE OR A DEFINITIVE NOTE PURSUANT TO REGULATION S. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in

the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Indenture and the Securities Act.

3. [ ] CHECK AND COMPLETE IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE DEFINITIVE NOTE PURSUANT TO ANY PROVISION OF THE SECURITIES ACT OTHER THAN RULE 144A OR REGULATION S. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) [ ] such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

(b) [ ] such Transfer is being effected to an Issuer or a subsidiary thereof;

or

(c) [ ] such Transfer is being effected pursuant to an effective registration statement under the Securities Act and, if applicable, in compliance with the prospectus delivery requirements of the Securities Act.

4. [ ] CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE OR OF AN UNRESTRICTED DEFINITIVE NOTE.

(a) [ ] CHECK IF TRANSFER IS PURSUANT TO RULE 144. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(b) [ ] CHECK IF TRANSFER IS PURSUANT TO REGULATION S. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(c) [ ] CHECK IF TRANSFER IS PURSUANT TO OTHER EXEMPTION. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuers.

[Insert Name of Transferor]

By: _____
Name:
Title:

Dated: _____

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

(a) [ ] a beneficial interest in the:

(i) [ ] 144A Global Note (CUSIP [ ]), or

(ii) [ ] Regulation S Global Note (CUSIP [ ]), or

(b) [ ] a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

(a) [ ] a beneficial interest in the:

(i) [ ] 144A Global Note (CUSIP [ ]), or

(ii) [ ] Regulation S Global Note (CUSIP [ ]), or

(iii) [ ] Unrestricted Global Note (CUSIP [ ]); or

(b) [ ] a Restricted Definitive Note; or

(c) [ ] an Unrestricted Definitive Note, in accordance with the terms of the Indenture.

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

[Dell Inc.
One Dell Way
Round Rock, Texas 78682
Attention: Janet B. Wright]

[The Bank of New York Mellon Trust Company, N.A.
601 Travis Street, 16th Floor
Houston, TX 77002
Attention: Corporate Trust Administration]

Re: [ ]% first lien notes due [ ]

Reference is hereby made to the Indenture, dated as of June 1, 2016 (as amended or supplemented from time to time with respect to the Notes, the "Indenture"), among the Issuers, the Trustee and the Notes Collateral Agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

(the "Owner") owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of $ in such Note[s] or interests (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

1) EXCHANGE OF RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN A RESTRICTED GLOBAL NOTE FOR UNRESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN AN UNRESTRICTED GLOBAL NOTE

a) [ ] CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

b) [ ] CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO UNRESTRICTED DEFINITIVE NOTE. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange

has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

c) [ ] CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. In connection with the Owner's Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

d) [ ] CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO UNRESTRICTED DEFINITIVE NOTE. In connection with the Owner's Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2) EXCHANGE OF RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES FOR RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES

a) [ ] CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO RESTRICTED DEFINITIVE NOTE. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

b) [ ] CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE. In connection with the Exchange of the Owner's Restricted Definitive Note for a beneficial interest in the [CHECK ONE] [ ] 144A Global Note [ ] Regulation S Global Note, with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is

being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuers.

[Insert Name of Transferor]

By: _____
Name:
Title:

Dated: _____

[FORM OF EFFECTIVE DATE ISSUERS SUPPLEMENTAL INDENTURE]

EFFECTIVE DATE ISSUERS SUPPLEMENTAL INDENTURE, (this "Effective Date Issuers Supplemental Indenture"), dated as of [ ], 2016, by and among Dell International L.L.C., a Delaware limited liability company ("Dell International"), EMC Corporation, a Massachusetts corporation ("EMC"), and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and collateral agent (the "Notes Collateral Agent").

W I T N E S S E T H:

WHEREAS, each of Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2"), the Trustee and the Notes Collateral Agent have heretofore executed and delivered an indenture, dated as of June 1, 2016 (the "Base Indenture"), as supplemented by the supplemental indenture for each series of Initial Notes (as defined below) (together with the Base Indenture, the "Initial Indenture" and, together with this Effective Date Issuers Supplemental Indenture, and as further amended and supplemented, the "Indenture"), providing for the issuance of $3,750,000,000 aggregate principal amount of 3.480% First Lien Notes due 2019 (the "2019 Notes"), $4,500,000,000 aggregate principal amount of 4.420% First Lien Notes due 2021 (the "2021 Notes"), $3,750,000,000 aggregate principal amount of 5.450% First Lien Notes due 2023 (the "2023 Notes"), $4,500,000,000 aggregate principal amount of 6.020% First Lien Notes due 2026 (the "2026 Notes"), $1,500,000,000 aggregate principal amount of 8.100% First Lien Notes due 2036 (the "2036 Notes") and $2,000,000,000 aggregate principal amount of 8.350% First Lien Notes due 2046 (the "2046 Notes" and together with the 2019 Notes, 2021 Notes, 2023 Notes, 2026 Notes and 2036 Notes, the "Initial Notes" and each a "series of Initial Notes");

WHEREAS, the Initial Indenture permits the Transactions (including, without limitation, the Mergers), provided that after the consummation of the Mergers, Dell International and EMC shall execute and deliver to the Trustee a supplemental indenture pursuant to which Dell International shall unconditionally assume Finco 1's Obligations under the Initial Indenture and the Initial Notes, and EMC shall unconditionally assume Finco 2's Obligations under the Initial Indenture and the Initial Notes; and

WHEREAS, pursuant to Section 9.01 of the Initial Indenture, Dell International, EMC, the Trustee and the Notes Collateral Agent are authorized to execute and deliver this Effective Date Issuers Supplemental Indenture to amend or supplement the Initial Indenture without the consent of any Holder of any series of Notes.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Dell International, EMC, the Trustee and the Notes Collateral Agent mutually covenant and agree for the equal and ratable benefit of the Holders of the Initial Notes as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Initial Indenture.

(2) Agreement to Assume Obligations. Dell International hereby agrees to unconditionally assume Finco 1's Obligations under the Initial Indenture and the Initial Notes on the terms and subject to the conditions set forth in the Initial Indenture and to be bound by all other applicable provisions of the Initial Indenture and to perform all of the obligations and agreements of Finco 1 under the

Initial Indenture, and EMC hereby agrees to unconditionally assume Finco 2's Obligations under the Initial Indenture and the Initial Notes on the terms and subject to the conditions set forth in the Initial Indenture and to be bound by all other applicable provisions of the Initial Indenture and to perform all of the obligations and agreements of Finco 2 under the Initial Indenture.

(3) Governing Law. THIS EFFECTIVE DATE ISSUERS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(4) Counterparts. The parties may sign any number of copies of this Effective Date Issuers Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(5) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(6) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Effective Date Issuers Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by Dell International and EMC.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

DELL INTERNATIONAL L.L.C.

By: _____
Name:
Title:

EMC CORPORATION

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee and Notes Collateral Agent

By: _____

Name:

Title:

[FORM OF EFFECTIVE DATE GUARANTOR SUPPLEMENTAL INDENTURE]

EFFECTIVE DATE GUARANTOR SUPPLEMENTAL INDENTURE, (this "Effective Date Guarantor Supplemental Indenture"), dated as of [ ], 2016, by and among Denali Holding Inc., a Delaware corporation ("Denali"), Denali Intermediate, Inc., a Delaware corporation ("Denali Intermediate"), Dell Inc., a Delaware corporation ("Dell"), the other parties that are signatories hereto as Guarantors (collectively, the "Guaranteeing Subsidiaries" and each a "Guaranteeing Subsidiary") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and collateral agent (the "Notes Collateral Agent").

W I T N E S S E T H:

WHEREAS, each of Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2"), the Trustee and the Notes Collateral Agent have heretofore executed and delivered an indenture, dated as of June 1, 2016 (the "Base Indenture"), as supplemented by the supplemental indenture for each series of Initial Notes (as defined below) (together with the Base Indenture, the "Initial Indenture" and, together with the Effective Date Issuers Supplemental Indenture and this Effective Date Guarantor Supplemental Indenture, and as further amended and supplemented, the "Indenture") providing for the issuance of $3,750,000,000 aggregate principal amount of 3.480% First Lien Notes due 2019 (the "2019 Notes"), $4,500,000,000 aggregate principal amount of 4.420% First Lien Notes due 2021 (the "2021 Notes"), $3,750,000,000 aggregate principal amount of 5.450% First Lien Notes due 2023 (the "2023 Notes"), $4,500,000,000 aggregate principal amount of 6.020% First Lien Notes due 2026 (the "2026 Notes"), $1,500,000,000 aggregate principal amount of 8.100% First Lien Notes due 2036 (the "2036 Notes") and $2,000,000,000 aggregate principal amount of 8.350% First Lien Notes due 2046 (the "2046 Notes" and together with the 2019 Notes, 2021 Notes, 2023 Notes, 2026 Notes and 2036 Notes, the "Initial Notes" and each a "series of Initial Notes");

WHEREAS, the Initial Indenture permits the Transactions (including, without limitation, the Mergers), provided that after the consummation of the Mergers, (x) Dell International L.L.C., a Delaware limited liability company ("Dell International"), and EMC Corporation, a Massachusetts corporation ("EMC"), shall execute and deliver to the Trustee a supplemental indenture pursuant to which Dell International expressly assumes all the obligations of Finco 1 and EMC expressly assumes all the obligations of Finco 2 under the Initial Indenture and the Initial Notes and (y) Denali, Denali Intermediate, Dell and the Guaranteeing Subsidiaries (collectively, the "Effective Date Guarantors") shall execute and deliver to the Trustee a supplemental indenture pursuant to which each of the Effective Date Guarantors shall unconditionally guarantee, on a joint and several basis, all of the Issuers' Obligations under the Initial Indenture and the Initial Notes;

WHEREAS, as of the date hereof, each of Dell International, EMC, the Trustee and the Notes Collateral Agent have executed and delivered the Effective Date Issuers Supplemental Indenture pursuant to which Dell International assumes all the obligations of Finco 1 and EMC assumes all the obligations of Finco 2 under the Initial Indenture and the Initial Notes; and

WHEREAS, pursuant to Section 9.01 of the Initial Indenture, each of the Effective Date Guarantors, the Trustee and the Notes Collateral Agent are authorized to execute and deliver this Effective Date Guarantor Supplemental Indenture to amend or supplement the Initial Indenture without the consent of any Holder of any series of Notes.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, each of the Effective Date Guarantors, the Trustee and the Notes Collateral Agent mutually covenant and agree for the equal and ratable benefit of the Holders of the Initial Notes as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Initial Indenture.

(2) Agreement to Guarantee. Each Effective Date Guarantor hereby agrees to be a Guarantor under the Initial Indenture and to be bound by the terms of the Initial Indenture applicable to a Guarantor, including Article 10 thereof.

(4) Execution and Delivery. Each Effective Date Guarantor agrees that the Note Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Note Guarantee on the Notes.

(5) Governing Law. THIS EFFECTIVE DATE GUARANTOR SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(6) Counterparts. The parties may sign any number of copies of this Effective Date Guarantor Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(7) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(8) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Effective Date Guarantor Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by Denali, Denali Intermediate, Dell and the Guaranteeing Subsidiaries.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Effective Date Guarantor Supplemental Indenture to be duly executed as of the date first above written.

DENALI HOLDING INC.

By: _____
Name:
Title:

DENALI INTERMEDIATE INC.

By: _____
Name:
Title:

DELL INC.

By: _____
Name:
Title:

[GUARANTEEING SUBSIDIARIES][1]

By: _____
Name:
Title:

1 To be each Subsidiary that guarantees the Senior Credit Facilities.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee and Notes Collateral Agent

By: _____

Name:

Title:

[FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS]

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of [ ], among [ ] (the "Guaranteeing Subsidiary"), a subsidiary of [ ][2] ("Covenant Parent"), and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and as collateral agent (the "Notes Collateral Agent").

W I T N E S S E T H

WHEREAS, Dell International L.L.C., a Delaware limited liability company ("Dell International"), and EMC Corporation, a Massachusetts corporation ("EMC" and, together with Dell International, the "Issuers"), are party to an indenture, dated as of June 1, 2016, as supplemented by the [supplemental indenture, dated as of [ ] (together, the "Indenture"), providing for the issuance of $[ ] aggregate principal amount of [first lien notes] (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee, on a joint and several basis with the other Guarantors, all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Note Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture to amend or supplement the Indenture without the consent of any Holder of any series of Notes.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Agreement to Guarantee. The Guaranteeing Subsidiary hereby agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to a Guarantor, including Article 10 thereof.

(3) Execution and Delivery. The Guaranteeing Subsidiary agrees that the Note Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Note Guarantee on the Notes.

2 Name of Covenant Parent and jurisdiction of organization to be included.

(4) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(5) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(6) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(7) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

[GUARANTEEING SUBSIDIARY]

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee and Notes Collateral Agent

By: _____
Name:
Title:

EXHIBIT G

[FORM OF] SECURITY AGREEMENT

dated as of

[ ], 2016,

among

DELL INTERNATIONAL L.L.C.,

EMC CORPORATION,

DENALI INTERMEDIATE INC.,

DELL INC.,

THE OTHER GRANTORS PARTY HERETO

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Notes Collateral Agent

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Schedules

Exhibits

SECURITY AGREEMENT, dated as of [ ], 2016 (this "Agreement"), among DELL INTERNATIONAL L.L.C., EMC CORPORATION, DENALI INTERMEDIATE INC., DELL INC., the SUBSIDIARY GUARANTORS party hereto and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent (in such capacity and together with successors in such capacity, the "Notes Collateral Agent").

Reference is made to the Base Indenture, dated as of June 1, 2016, among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1", which, in connection with the Dell-EMC Merger, has merged with and into Dell International L.L.C., a Delaware limited liability company ("Dell International"), with Dell International continuing as the surviving corporation), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2", which, in connection with the Dell-EMC Merger, has merged with and into EMC Corporation, a Massachusetts corporation ("EMC" and, together with Dell International, the "Issuers"), with EMC continuing as the surviving corporation), and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee on behalf of the holders (the "Holders") of the Notes (as defined below) and Notes Collateral Agent (the "Base Indenture" and as from time to time amended, restated, supplemented or otherwise modified, the "Indenture"), relating to the Issuers' (i) $3,750,000,000 aggregate principal amount of 3.480% First Lien Notes due 2019 (the "2019 Notes"), (ii) $4,500,000,000 aggregate principal amount of 4.420% First Lien Notes due 2021 (the "2021 Notes"), (iii) $3,750,000,000 aggregate principal amount of 5.450% First Lien Notes due 2023 (the "2023 Notes"), (iv) $4,500,000,000 aggregate principal amount of 6.020% First Lien Notes due 2026 (the "2026 Notes"), (v) $1,500,000,000 aggregate principal amount of 8.100% First Lien Notes due 2036 (the "2036 Notes"), and (vi) $2,000,000,000 aggregate principal amount of 8.350% First Lien Notes due 2046 (the "2046 Notes" and together with the 2019 Notes, the 2021 Notes, the 2023 Notes, the 2026 Notes, the 2036 Notes and any Additional Notes issued under the Indenture, the "Notes" and each, a "series of Notes"). The Grantors (other than the Issuers) are Affiliates of the Issuers and will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and each is, therefore, willing to enter into this Agreement. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms.

Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Base Indenture and, with respect to each series of Notes, as supplemented by the supplemental indenture relating to such series of Notes; provided that each term defined in the New York UCC (as defined herein) and not defined in this Agreement shall have the meaning specified in the New York UCC.

The rules of construction specified in the Indenture also apply to this Agreement, mutatis mutandis.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Account Debtor" means any Person that is or may become obligated to any Grantor under, with respect to or on account of an Account.

"Agreement" has the meaning assigned to such term in the preamble to this Agreement.

"Article 9 Collateral" has the meaning assigned to such term in Section 3.01.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Collateral" means Article 9 Collateral and Pledged Collateral.

"Company" means Dell Inc., a Delaware corporation.

"Copyright License" means any written agreement, now or hereafter in effect, granting to any Person any right under any Copyright now or hereafter owned by any other Person or that such other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

"Copyright Security Agreement" means the Copyright Security Agreement substantially in the form of Exhibit II.

"Copyrights" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all copyright rights in any work arising under the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office (or any similar office in any other country), including, in the case of any Grantor, registrations, supplemental registrations and pending applications for registration in the United States Copyright Office set forth next to its name on Schedule III.

"Denali" means Denali Holding Inc., a Delaware corporation.

"Discharge of Credit Agreement Obligations" means the Discharge of First Lien Obligations that are Credit Agreement Obligations, as each of those terms is defined in the First Lien Intercreditor Agreement.

"Excluded Assets" means (a) any fee-owned real property with a book value of less than $150,000,000 as determined on the Effective Date for existing real property and on the date of acquisition for after acquired real property; (b) all leasehold interests in real property; (c) any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest in any such license, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction, but excluding any prohibition or restriction that is ineffective under the Uniform Commercial Code of any

applicable jurisdiction); (d) any asset if, to the extent that and for so long as the grant of a Lien thereon to secure the Obligations under the Notes is prohibited by any requirements of law (other than to the extent that any such prohibition would be rendered ineffective pursuant to any other applicable requirements of law) or would require consent or approval of any governmental authority; (e) margin stock (including the VMware Class A Common Stock) and, to the extent prohibited by, or creating an enforceable right of termination in favor of any other party thereto (other than any Issuer or any Guarantor) under the terms of any applicable organizational documents, joint venture agreement or shareholders' agreement, Equity Interests in any Person other than Wholly-Owned Subsidiaries that are Credit Facilities Restricted Subsidiaries; (f) assets to the extent a security interest in such assets would result in material adverse tax consequences to Covenant Parent or one of its Subsidiaries as reasonably determined by the Issuers in consultation with the Bank Collateral Agent; (g) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto; (h) any lease, license or other agreement or any property subject thereto (including pursuant to a purchase money security interest or similar arrangement) to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a breach, default or right of termination in favor of any other party thereto (other than the Issuers or any Guarantor) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code of any applicable jurisdiction or other similar applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code of any applicable jurisdiction or other similar applicable law notwithstanding such prohibition; (i) voting Equity Interests in excess of 65% of the voting Equity Interests of (A) any Foreign Subsidiary or (B) any FSHCO; (j) for so long as any Existing Notes remain outstanding and contain provisions limiting the incurrence of Liens with respect to "principal properties," any "Principal Property" (as such term is defined in the Existing Notes Indentures); (k) for so long as any Existing Dell Notes remain outstanding and contain provisions limiting the incurrence of Liens with respect to "principal properties," any Equity Interests in any Subsidiary that owns any "Principal Property" (as such term is defined in the Existing Dell Notes Indentures); (l) receivables, DFS Financing Assets and related assets (or interests therein) (A) transferred to any Receivables Subsidiary or (B) otherwise pledged, factored, transferred or sold in connection with any Permitted Receivables Financing; (m) commercial tort claims with a value of less than $50,000,000 and letter-of-credit rights with a value of less than $50,000,000 (except to the extent a security interest therein can be perfected by a UCC filing); (n) vehicles and other assets subject to certificates of title; (o) any aircraft, airframes, aircraft engines or helicopters, or any equipment or other assets constituting a part thereof; (p) any and all assets and personal property owned or held by any Subsidiary of Covenant Parent that is not an Issuer or a Guarantor (including any Credit Facilities Unrestricted Subsidiary); (q) the Equity Interests of any Credit Facilities Unrestricted Subsidiary or Immaterial Subsidiary; (r) the Pledged VMware Shares; (s) the VMware Intercompany Notes; (t) any proceeds from any issuance of indebtedness that are paid into an escrow account to be released upon satisfaction of certain conditions or the occurrence of certain events, including cash or Cash Equivalents set aside at the time of the incurrence of such indebtedness, to the extent such cash or Cash Equivalents prefund the payment of interest or premium or discount on such indebtedness (or any costs related to the issuance of such indebtedness) and are held in such escrow account or similar arrangement to be applied for such purpose; (u) any asset with respect to which the Bank Collateral Agent and the

Issuers agree, in writing (each acting reasonably), that the cost of obtaining such a security interest or perfection thereof shall be excessive in view of the benefits to be obtained by the lenders and other parties holding obligations under the Senior Credit Facility therefrom, and confirmed in writing by notice to the Trustee and (v) the Capital Stock and other securities of an Affiliate of the Issuers to the extent excluded pursuant to Section 2.04 herein and Section 12.09 of the Base Indenture.

"Excluded Equity Interests" has the meaning assigned to such term in Section 2.01.

"Federal Securities Laws" has the meaning assigned to such term in Section 4.04.

"Grantors" means (a) Holdings, (b) the Issuers, (c) the Company, (d) each other Subsidiary identified on Schedule I and (e) each Subsidiary of Covenant Party that becomes a party to this Agreement as a Grantor after the Effective Date.

"Holdings" means Denali Intermediate Inc., a Delaware corporation.

"Immaterial Subsidiary" means any Subsidiary that is not a Material Subsidiary.

"Information Certificate" means the Information Certificate dated the Effective Date delivered to the Notes Collateral Agent, as amended, restated, supplemented or otherwise modified from time to time.

"Insolvency or Liquidation Proceeding" means:

(1) any case commenced by or against an Issuer or any other Grantor under any Bankruptcy Law, any other proceeding for the reorganization, recapitalization or adjustment or marshalling of the assets or liabilities of an Issuer or any other Grantor, any receivership or assignment for the benefit of creditors relating to an Issuer or any other Grantor or any similar case or proceeding relative to an Issuer or any other Grantor or its creditors, as such, in each case whether or not voluntary;

(2) any liquidation, dissolution, marshalling of assets or liabilities or other winding up of or relating to an Issuer or any other Grantor, in each case whether or not voluntary and whether or not involving bankruptcy or insolvency; or

(3) any other proceeding of any type or nature in which substantially all claims of creditors of an Issuer or any other Grantor are determined and any payment or distribution is or may be made on account of such claims.

"Intellectual Property" means, with respect to any Person, all intellectual and similar property of every kind and nature now owned or hereafter acquired by any such Person, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases.

"IP Security Agreements" means the Trademark Security Agreement, the Patent Security Agreement and the Copyright Security Agreement.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Person is a party, including those exclusive Copyright Licenses under which any Grantor is a licensee listed on Schedule III.

"Material Adverse Effect" means any event, circumstance or condition that has had, or could reasonably be expected to have, a materially adverse effect on (a) the business or financial condition of Covenant Parent and its Subsidiaries, taken as a whole, (b) the ability of the Issuers and the Guarantors, taken as a whole, to perform their payment obligations under the Note Documents or (c) the rights and remedies of the Notes Collateral Agent under the Note Documents.

"Material Subsidiary" means (a) each Wholly-Owned Subsidiary that is a Credit Facilities Restricted Subsidiary that, as of the last day of the fiscal quarter of Covenant Parent most recently ended for which financial statements are available, had revenues or total assets for such quarter in excess of 2.5% of the consolidated revenues or total assets, as applicable, of Covenant Parent for such quarter or that is designated by Covenant Parent as a Material Subsidiary and (b) any group comprising Wholly-Owned Subsidiaries that are Credit Facilities Restricted Subsidiaries that each would not have been a Material Subsidiary under clause (a) but that, taken together, as of the last day of the fiscal quarter of Covenant Parent most recently ended for which financial statements are available, had revenues or total assets for such quarter in excess of 10.0% of the consolidated revenues or total assets, as applicable, of Covenant Parent for such quarter.

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Notes Collateral Agent's and the Secured Parties' security interest in any item or portion of the Article 9 Collateral is governed by the Uniform Commercial Code or similar law as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

"Notes Documents" means the Indenture, the Notes and Note Guarantees issued thereunder, the Security Documents and all other loan documents, notes, guarantees, instruments and agreements governing or evidencing any substitute facility.

"Patent License" means any written agreement, now or hereafter in effect, granting to any Person any right to make, use or sell any invention on which a Patent, now or hereafter owned by any other Person or that any other Person now or hereafter otherwise has the right to license, is in existence, and all rights of any such Person under any such agreement.

"Patent Security Agreement" means the Patent Security Agreement substantially in the form of Exhibit III.

"Patents" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including, in the case of any Grantor, those filed in connection therewith in the United States Patent and Trademark Office listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Pledged Collateral" has the meaning assigned to such term in Section 2.01.

"Pledged Debt Securities" has the meaning assigned to such term in Section 2.01.

"Pledged Equity Interests" has the meaning assigned to such term in Section 2.01.

"Pledged Securities" means any promissory notes, stock certificates, unit certificates, limited or unlimited liability membership certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"Secured Obligations" means all the obligations and all amounts owing, due or secured under the Indenture, the Notes and the Security Documents, whether now existing or arising hereafter, including all principal, premium, interest, Special Interest, fees, attorneys fees, costs, expenses, reimbursement obligations, indemnities, guarantees, and all other amounts payable under or secured by the Indenture, the Notes, the Intercreditor Agreements and the Security Documents (including, in each case, all interest, fees and amounts accruing on or after the commencement of an Insolvency or Liquidation Proceeding relating to any Grantor, whether or not allowed or allowable in such Insolvency or Liquidation Proceeding).

"Secured Parties" means Holders of Notes, the Trustee and the Notes Collateral Agent.

"Security Interest" has the meaning assigned to such term in Section 3.01(a).

"Supplement" means an instrument substantially in the form of Exhibit I hereto.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any Person any right to use any Trademark now or hereafter owned by any other Person or that any other Person otherwise has the right to license, and all rights of any such Person under any such agreement.

"Trademark Security Agreement" means the trademark security agreement in the form of Exhibit IV.

"Trademarks" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including, in the case of any Grantor, any registrations and applications filed in connection therewith in the United States Patent and Trademark Office set forth next to its name on Schedule III, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"VMware Class A Common Stock" means the Class A common stock, par value $0.01 per share, of VMware, Inc., a Delaware corporation.

ARTICLE II

Pledge of Securities

SECTION 2.01. Pledge. As security for the payment or performance, as the case may be, in full of all Secured Obligations, each Grantor hereby assigns and pledges to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties and hereby grants to the Notes Collateral Agent, its successor and assigns, for the benefit of the Secured Parties a security interest in the Pledged Collateral. "Pledged Collateral" shall mean the collective reference to the following: all of such Grantor's right, title and interest in, to and under (a)(i) the shares of capital stock and other Equity Interests owned by such Grantor, including those listed opposite the name of such Grantor on Schedule II, (ii) any other Equity Interests obtained in the future by such Grantor and (iii) the certificates (if any) representing all such Equity Interests (collectively, the "Pledged Equity Interests"); provided that the Pledged Equity Interests shall not include any Excluded Assets (the Equity Interests excluded pursuant to this proviso being referred to as the "Excluded Equity Interests"); (b)(i) the debt securities owned by such Grantor, including those listed opposite the name of such Grantor on Schedule II, (ii) any debt securities in the future issued to or otherwise acquired by such Grantor and (iii) the promissory notes and any other instruments evidencing all such debt securities (collectively, the "Pledged Debt Securities"); (c) all other property that may be delivered to and held by the Notes Collateral Agent pursuant to the terms of this Section 2.01 and Section 2.02; (d) subject to Section 2.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (e) subject to Section 2.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing.

SECTION 2.02. Delivery of the Pledged Collateral.

Each Grantor agrees to deliver or cause to be delivered to the Notes Collateral Agent (or prior to Discharge of Credit Agreement Obligations, the Bank Collateral Agent) any and all Pledged Securities (i) (A) of the Company, the Issuers and Material Subsidiaries (other than Foreign Subsidiaries) on the date hereof and (B) all other Pledged Securities, as promptly as practicable, and in any event within 30 days after the Effective Date in each case, in the case of any such Pledged Securities owned by such Grantor on the date hereof, and (ii) promptly (and in any event within 60 days) after the acquisition thereof, in the case of any such Pledged Securities acquired by such Grantor after the date hereof.

As promptly as practicable, and in any event within 30 days after the Effective Date, each Grantor will cause any Indebtedness for borrowed money (including in respect of cash management arrangements) owed to such Grantor by Holdings, the Company, an Issuer or any of their Subsidiaries in a principal amount in excess of $50,000,000 to be evidenced by a duly executed promissory note (including, if such security interest can be perfected therein, a grid note) that is pledged and delivered to the Notes Collateral Agent (or prior to Discharge of Credit Agreement Obligations, the Bank Collateral Agent) pursuant to the terms hereof.

Upon delivery to the Notes Collateral Agent (or prior to Discharge of Credit Agreement Obligations, the Bank Collateral Agent), (i) any certificate or promissory note representing Pledged Securities shall be accompanied by undated stock or note powers, as applicable, duly executed in blank or other undated instruments of transfer duly executed in blank and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by undated proper instruments of assignment duly executed in blank by the applicable Grantor. Each delivery of Pledged Securities shall be accompanied by a schedule describing such Pledged Securities, which schedule shall be deemed attached to, and shall supplement, Schedule II and be made a part hereof; provided that failure to provide any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities.

SECTION 2.03. Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Notes Collateral Agent, for the benefit of the Secured Parties, that:

(a) as of the Effective Date, Schedule II sets forth a true and complete list, with respect to each Grantor, of (i) all the Equity Interests owned by such Grantor in any Subsidiary and the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Equity Interests owned by such Grantor and (ii) all the Pledged Debt Securities owned by such Grantor;

(b) the Pledged Equity Interests and the Pledged Debt Securities have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Equity Interests, are fully paid and nonassessable and (ii) in the case of Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditor's rights generally; provided that the foregoing representations, insofar as they relate to the Pledged Debt Securities issued by a Person other than Holdings, the Company, the Issuers or any Subsidiary, are made to the knowledge of the Grantors;

(c) except for the security interests granted hereunder, or referenced under any other Security Documents, each of the Grantors (i) is and, subject to any transfers made in compliance with the Indenture, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as owned by such Grantor, (ii) holds the same free and clear of all Liens, other than Liens not prohibited by Section 4.12 of the Indenture and transfers made in compliance with the Indenture, (iii) will make no further assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens not prohibited by Section 4.12 of the Indenture and transfers made in compliance with the Indenture, and (iv) will defend its title or interest thereto or therein against any and all Liens (other than the Liens created by this Agreement and the other Security Documents and Liens not prohibited by Section 4.12 of the Indenture), however arising, of all Persons whomsoever;

(d) except for restrictions and limitations imposed by the Note Documents or securities laws generally, the Pledged Equity Interests and, to the extent issued by Holdings, the Company, the Issuers or any of their Subsidiaries, the Pledged Debt Securities are and will continue to be freely transferable and assignable, and none of the Pledged Equity Interests and, to the extent issued by Holdings, the Company, the Issuers or any of their Subsidiaries, the Pledged Debt Securities are or will be subject to any option, right of first refusal, shareholders agreement, charter, by-law or other organizational document provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect in any manner adverse to the Secured Parties in any material respect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Notes Collateral Agent of rights and remedies hereunder;

(e) each of the Grantors has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated; and

(f) by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Securities are delivered to the Notes Collateral Agent (or prior to the Discharge of Credit Agreement Obligations, the Bank Collateral Agent (acting as gratuitous bailee for perfection)) in accordance with this Agreement, the Notes Collateral Agent will obtain a legal, valid and perfected lien upon and security interest in such Pledged Securities, free of any adverse claims, under the New York UCC to the extent such lien and security interest may be created and perfected under the New York UCC, as security for the payment and performance of the Secured Obligations.

SECTION 2.04. Limitations on Pledged Collateral.

(a) Upon registration of any series of Notes pursuant to the Registration Rights Agreement, the Capital Stock and other securities of an Affiliate of the Issuers will constitute Collateral only to the extent that the pledge of such Capital Stock and other securities in respect of such series of Notes or any other series of SEC-registered secured debt securities of Denali and its Subsidiaries will not result in the requirement to file separate financial statements of such Affiliate with the SEC, but only to the extent necessary to not be subject to such requirement and only for so long as such requirement is in existence. In the event that Rule 3-16 of Regulation S-X under the Securities Act is amended, modified or interpreted by the SEC to

require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other governmental agency) of separate financial statements of any Affiliate of the Issuers due to the fact that such Affiliate's Capital Stock or other securities secure any series of Notes or any other series of SEC-registered secured debt securities of Denali and its Subsidiaries, then the Capital Stock or other securities of such Affiliate will automatically be deemed not to be part of the Collateral securing the Notes but only to the extent necessary to not be subject to such requirement and only for so long as such requirement is in existence. In such event, this Agreement and the other Security Documents may be amended or modified, without the consent of any Holder of any series of Notes, to the extent necessary to exclude such shares of Capital Stock or other securities that are so deemed to not constitute part of the Collateral.

(b) In the event that Rule 3-16 of Regulation S-X under the Securities Act is amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would permit) such Affiliate's Capital Stock or other securities to secure the Notes in excess of the amount then pledged without the filing with the SEC (or any other governmental agency) of separate financial statements of such Affiliate, then the Capital Stock of such Affiliate will automatically be deemed to be a part of the Collateral. In such event, this Agreement and the other Security Documents may be amended or modified, without the consent of any Holder of any series of Notes, to the extent necessary to add such shares of Capital Stock or other securities that are so deemed to constitute part of the Collateral.

SECTION 2.05. Registration in Nominee Name; Denominations. If an Event of Default shall have occurred and is continuing and the Notes Collateral Agent shall have notified the Grantors of its intent to exercise such rights, the Notes Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Notes Collateral Agent or in its own name as pledgee or in the name of its nominee (as pledgee or as sub-agent), and each Grantor will promptly give to the Notes Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. If an Event of Default shall have occurred and is continuing and the Notes Collateral Agent shall have notified the Grantors of its intent to exercise such rights, the Notes Collateral Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any reasonable purpose consistent with this Agreement.

SECTION 2.06. Voting Rights; Dividends and Interest.

Subject to the terms of the Intercreditor Agreements, unless and until an Event of Default shall have occurred and is continuing and the Notes Collateral Agent shall have notified the Grantors that their rights under this Section 2.06 are being suspended:

(i) each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Indenture and the other Note Documents; provided that such rights and powers shall not be exercised in

any manner that could materially and adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of any of the Notes Collateral Agent or the other Secured Parties under this Agreement or any other Note Document or the ability of the Secured Parties to exercise the same;

(ii) the Notes Collateral Agent shall promptly execute and deliver to each Grantor, or cause to be promptly executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section;

(iii) each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and are otherwise paid or distributed in accordance with, the terms and conditions of the Indenture, the other Note Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Equity Interests or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests in the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral and, if received by any Grantor, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Notes Collateral Agent and the other Secured Parties and shall be forthwith delivered to the Notes Collateral Agent in the same form as so received (with any necessary endorsements, stock or note powers and other instruments of transfer.

Subject to the terms of the Intercreditor Agreements, upon the occurrence and during the continuance of an Event of Default, after the Notes Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 2.06, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 2.06 shall cease, and all such rights shall thereupon become vested in the Notes Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 2.06 shall be held in trust for the benefit of the Notes Collateral Agent and the other Secured Parties, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Notes Collateral Agent upon demand in the same form as so received (with any necessary endorsements, stock or note powers and other instruments of transfer). Any and all money and other property paid over to or received by the Notes Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Notes Collateral Agent in an account to be established by the Notes Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 4.02. After all Events of Default have been cured or waived and the Issuers have delivered to the Notes Collateral Agent an Officer’s Certificate to that effect, the Notes Collateral Agent shall promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 2.06 and that remain in such account.

Subject to the terms of the Intercreditor Agreements, upon the occurrence and during the continuance of an Event of Default, after the Notes Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 2.06, all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06, and the obligations of the Notes Collateral Agent under paragraph (a)(ii) of this Section 2.06, shall cease, and all such rights shall thereupon become vested in the Notes Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that, unless the Notes Collateral Agent is otherwise directed in accordance with the provisions of the Indenture, the Notes Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights. After all Events of Default have been cured or waived and the Issuers have delivered to the Notes Collateral Agent an Officer's Certificate to that effect, all rights vested in the Notes Collateral Agent pursuant to this paragraph (c) shall cease, and the Grantors shall have the exclusive right to exercise the voting and consensual rights and powers they would otherwise be entitled to exercise pursuant to paragraph (a)(i) of this Section 2.06.

Any notice given by the Notes Collateral Agent to the Grantors suspending their rights under paragraph (a) of this Section 2.06 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given with respect to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Notes Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Notes Collateral Agent rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

ARTICLE III

Security Interests in Personal Property

SECTION 3.01. Security Interest.

As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Article 9 Collateral"):

(I) all Accounts;

(II) all Chattel Paper;

(III) all Cash and Deposit Accounts;

(IV) all Documents;

(V) all Equipment;

(VI) all General Intangibles, including all Intellectual Property;

(VII) all Instruments;

(VIII) all Inventory;

(IX) all other Goods and Fixtures;

(X) all Investment Property;

(XI) all Letter-of-Credit Rights;

(XII) all Commercial Tort Claims specifically described on Schedule IV hereto, as such schedule may be supplemented from time to time pursuant to Section 3.04(d);

(XIII) all books and records pertaining to the Article 9 Collateral; and

(XIV) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that in no event shall the Security Interest attach to (A) any Excluded Assets and (B) the Excluded Equity Interests (it being understood that, to the extent the Security Interest shall not have attached to any such asset as a result of clauses (A) and (B) above, the term "Article 9 Collateral" shall not include any such asset).

Each Grantor hereby irrevocably agrees to file at its own expense in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral or any part thereof and amendments thereto that (i) describe the collateral covered thereby in the manner that such Grantor reasonably determines is necessary or advisable to ensure the perfection of the security interest in the Article 9 Collateral granted under this Agreement, including indicating the Collateral as "all assets" of such Grantor or words of similar effect, and (ii) contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including (A) whether such Grantor is an organization, and the type of organization of such Grantor and (B) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Article 9 Collateral relates. Each Grantor agrees to promptly deliver a file-stamped copy of each such financing statement or other evidence of filing made pursuant to this Agreement to the Notes Collateral Agent.

Each Grantor agrees to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) such documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest in Article 9 Collateral consisting of Patents, Trademarks or Copyrights granted by each Grantor and naming any Grantor or the Grantors as debtors and the Notes Collateral Agent as secured party. No Grantor shall be required to complete any filings or other action with respect to the perfection of the Security Interests created hereby in any Intellectual Property subsisting in any jurisdiction outside of the United States.

The Security Interest and the security interest granted pursuant to Article II are granted as security only and shall not subject the Notes Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

SECTION 3.02. Representations and Warranties. The Grantors jointly and severally represent and warrant to the Notes Collateral Agent, for the benefit of the Secured Parties, that:

(a) Each Grantor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or as proposed to be conducted or to utilize such properties for their intended purposes, in each case except where the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and has full power and authority to grant to the Notes Collateral Agent, for the benefit of the Secured Parties, the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained and except to the extent that failure to obtain or make such consent or approval, as the case may be, individually or in aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) The Information Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name and jurisdiction of organization of each Grantor, is correct and complete in all material respects as of the Effective Date (except that the information therein with respect to the exact legal name of each Grantor shall be true and correct in all respects). The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations prepared by each Grantor based upon the information provided to the Notes Collateral Agent in the Information Certificate for filing by such Grantor in each governmental, municipal or other office specified in Schedule 2 to the Information Certificate (or specified by notice from the Issuers to the Notes Collateral Agent after the Effective Date in the case of filings, recordings or registrations required by Section 4.19 of the Indenture), are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in

Article 9 Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to establish a legal, valid and perfected security interest in favor of the Notes Collateral Agent, for the benefit of the Secured Parties, in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements (other than such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of registered or applied for Patents, Trademarks and Copyrights acquired or developed by a Grantor after the date hereof). The Grantors represent and warrant that a fully executed Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement, in each case containing a description of the Article 9 Collateral consisting of United States registered Patents, United States registered Trademarks and United States registered Copyrights (and applications for any of the foregoing), as applicable, and executed by each Grantor owning any such Article 9 Collateral, have been prepared for recording with the United States Patent and Trademark Office or the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Notes Collateral Agent, for the benefit of the Secured Parties, in respect of all Article 9 Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of registered or applied for Patents, Trademarks and Copyrights acquired or developed by a Grantor after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Secured Obligations, (ii) subject to the filings described in paragraph (b) of this Section 3.02, a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) subject to the filings described in paragraph (b) of this Section 3.02, a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of a Patent Security Agreement, a Trademark Security Agreement and a Copyright Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-month period after the date hereof pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period after the date hereof pursuant to 17 U.S.C. § 205.

(d) Subject to the terms of the Intercreditor Agreements, the Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Liens not prohibited by Section 4.12 of the Indenture. The Article 9 Collateral is owned by the Grantors free and clear of any Lien, except for Liens not prohibited by Section 4.12 of the Indenture. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens not prohibited by Section 4.12 of the Indenture.

SECTION 3.03. Covenants.

Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Article 9 Collateral against all Persons, except with respect to Article 9 Collateral that such Grantor determines in its reasonable business judgment is no longer necessary or beneficial to the conduct of such Grantor's business, and to defend the Security Interest of the Notes Collateral Agent in the Article 9 Collateral and the priority thereof against any Lien not permitted pursuant to the Security Documents and Section 4.12 of the Indenture, subject to the rights of such Grantor under Section 12.02 of the Indenture and corresponding provisions of the Security Documents to obtain a release of the Liens created under the Security Documents.

Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as may from time to time be necessary or as the Notes Collateral Agent may request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and Taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith; provided that the Notes Collateral Agent shall have no obligation to make any such request. If any amount payable under or in connection with any of the Article 9 Collateral shall be or become evidenced by any promissory note (which may be a global note) or other instrument (other than any promissory note or other instrument in an aggregate principal amount of less than $50,000,000 owed to the applicable Grantor by any Person), such note or instrument shall be promptly (but in any event within 60 days of receipt by such Grantor or such longer period as the Bank Collateral Agent may agree in its reasonable discretion) pledged and delivered to the Notes Collateral Agent (or prior to the Discharge of Credit Agreement Obligations, the Bank Collateral Agent), for the benefit of the Secured Parties, together with an undated instrument of transfer duly executed in blank.

In the event that any such Grantor, whether by acquisition, assignment, filing or otherwise, acquires any right in Intellectual Property (including, without limitation, continuation-in-part patent applications) after the date hereof (collectively, the "After-Acquired Intellectual Property"), such After-Acquired Intellectual Property shall automatically be included as part of the Collateral and shall be subject to the terms and conditions of this Agreement. Promptly upon the end of each fiscal quarter, but no later than 10 days therefrom, such Grantor shall (i) provide the Notes Collateral Agent an updated Schedule III identifying the After-Acquired Intellectual Property issued by, registered with or filed in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, acquired during such fiscal quarter; and (ii) promptly execute and file with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, supplements to Exhibits II, III or IV, as applicable, to record the grant of the security interest hereunder in such After-Acquired Intellectual Property. As soon as practicable upon each such filing and recording, such Grantor shall deliver to the Notes Collateral Agent true and correct copies of the relevant documents, instruments and receipts evidencing such filing and recording.

Subject to the terms of the Intercreditor Agreements, if an Event of Default shall have occurred and is continuing and the Notes Collateral Agent shall have notified the Grantors of its intent to exercise such rights, at its option, the Notes Collateral Agent may but shall have no obligation to discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 4.12 of the Indenture, and may but shall have no obligation to pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Indenture, this Agreement or any other Note Document and within a reasonable period of time after the Notes Collateral Agent has requested that it do so, and each Grantor jointly and severally agrees to reimburse the Notes Collateral Agent, within 10 days after demand, for any reasonable payment made or any reasonable expense incurred by the Notes Collateral Agent pursuant to the foregoing authorization; provided that nothing in this clause (c) shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Notes Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Note Documents.

Each Grantor shall remain liable, as between such Grantor and the relevant counterparty under each contract, agreement or instrument relating to the Article 9 Collateral, to observe and perform all the conditions and obligations to be observed and performed by it under such contract, agreement or instrument, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Notes Collateral Agent and the other Secured Parties from and against any and all liability for such performance.

It is understood that no Grantor shall be required by this Agreement to perfect the security interests created hereunder by any means other than (i) filings pursuant to the Uniform Commercial Code, (ii) filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) in respect of registered Intellectual Property (provided that, with respect to Licenses, such filings shall be limited to exclusive Copyright Licenses under which such Grantor is a licensee) and (iii) in the case of Collateral that constitutes Tangible Chattel Paper, Pledged Securities, Instruments, Certificated Securities or Negotiable Documents, delivery thereof to the Bank Collateral Agent in accordance with the terms hereof (together with, where applicable, undated stock or note powers or other undated proper instruments of assignment). No Grantor shall be required to deliver control agreements or other control or similar arrangements with respect to Deposit Accounts and other bank or securities or commodities accounts or any other assets requiring perfection by control agreements.

Each Grantor irrevocably makes, constitutes and appoints the Notes Collateral Agent (and all officers, employees or agents designated by the Notes Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, subject to the Intercreditor Agreements, upon the occurrence and during the continuance of an Event of Default and after notice to the Issuers of its intent to exercise such rights, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Notes Collateral Agent may (but shall in no event be required to), without waiving or releasing any obligation or liability of the Grantors hereunder or any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Notes Collateral Agent reasonably deems advisable. All sums disbursed by the Notes Collateral Agent in connection with this paragraph, including reasonable out-of-pocket attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, within 10 days of demand, by the Grantors to the Notes Collateral Agent and shall be additional Secured Obligations secured hereby.

SECTION 3.04. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Notes Collateral Agent to enforce, the Security Interest, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Instruments. If any Grantor shall at any time hold or acquire any Instruments constituting Collateral (other than Instruments with a face amount of less than $50,000,000 and other than checks to be deposited in the ordinary course of business), such Grantor shall promptly (but in any event within 60 days of receipt by such Grantor or such longer period as the Bank Collateral Agent may agree in its reasonable discretion) endorse, assign and deliver the same to the Notes Collateral Agent (or prior to Discharge of Credit Agreement Obligations, the Bank Collateral Agent), accompanied by undated instruments of transfer or assignment duly executed in blank.

(b) Investment Property. Except to the extent otherwise provided in Article II, if any Grantor shall at any time hold or acquire any certificated securities, such Grantor shall forthwith endorse, assign and deliver the same to the Notes Collateral Agent (or prior to Discharge of Credit Agreement Obligations, the Bank Collateral Agent), accompanied by undated instruments of transfer or assignment duly executed in blank.

(c) Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit with an aggregate face amount in excess of $50,000,000 now or hereafter issued in favor of such Grantor that is not a Supporting Obligation with respect to any of the Collateral, such Grantor shall promptly notify the Notes Collateral Agent thereof and, if requested by the Bank Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Bank Collateral Agent, either (i) use commercially reasonable efforts to arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Notes Collateral Agent (or prior to Discharge of Credit Agreement Obligations, the Bank Collateral Agent) of the proceeds of any drawing under such letter of credit or (ii) use commercially reasonable efforts to arrange for the Notes Collateral Agent (or prior to Discharge of Credit Agreement Obligations, the Bank Collateral Agent) to become the transferee beneficiary of such letter of credit, with the Notes Collateral Agent (or prior to Discharge of Credit Agreement Obligations, the Bank Collateral Agent) agreeing, in each case, that the proceeds of any drawing under such letter of credit are to be paid to the applicable Grantor unless an Event of Default has occurred and is continuing. No actions shall be required to perfect a security interest in letter of credit rights, other than the filing of a UCC financing statement.

(d) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a Commercial Tort Claim in an amount reasonably estimated to exceed $50,000,000, such Grantor shall promptly notify the Notes Collateral Agent thereof in a writing signed by such Grantor, including a summary description of such claim, and Schedule IV shall be deemed to be supplemented to include such description of such commercial tort claim as set forth in such writing.

(e) Limitations on Perfection. Notwithstanding anything herein to the contrary, no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction shall be required to be taken to create any security interests in assets located or titled outside of the United States (including any Equity Interests of any Foreign Subsidiary and foreign intellectual property) or to perfect or make enforceable any security interests in any such assets (it being understood that there shall be no Security Document (or other security agreements or pledge agreements) governed under the laws of any non-U.S. jurisdiction).

SECTION 3.05. Covenants Regarding Patent, Trademark and Copyright Collateral.

Except to the extent failure so to act could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term, with respect to registration or pending application of each item of its Intellectual Property for which such Grantor has standing to do so, each Grantor agrees (i) to maintain the validity and enforceability of any registered Intellectual Property (or applications therefor) and to maintain such registrations and applications of Intellectual Property in full force and effect and (ii) to pursue the registration and maintenance of each Patent, Trademark or Copyright registration or application, now or hereafter included in the Intellectual Property of such Grantor, including the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

Except as could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property may lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in case of a trade secret, lose its competitive value).

Except where failure to do so could not reasonably be expected to have a Material Adverse Effect of the type referred to in clause (a) or (b) of the definition of such term, each Grantor shall take all steps to preserve and protect each item of its Intellectual Property, including maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect to the standards of quality.

Each Grantor agrees that, should it obtain an ownership or other interest in any Intellectual Property after the Effective Date, (i) the provisions of this Agreement shall automatically apply thereto and (ii) any such Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become Intellectual Property subject to the terms and conditions of this Agreement.

Nothing in this Agreement shall prevent any Grantor from disposing of, discontinuing the use or maintenance of, failing to pursue or otherwise allowing to lapse, terminate or put into the public domain any of its Intellectual Property to the extent permitted in accordance with the provisions of the Indenture if such Grantor determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

SECTION 3.06. Information Regarding Collateral. Each Grantor will (a) furnish to the Notes Collateral Agent promptly (and in any event within 60 days or such longer period as reasonably agreed to by the Bank Collateral Agent) written notice of any change (i) in any Grantor's legal name (as set forth in its certificate of organization or like document), (ii) in the jurisdiction of incorporation or organization of Grantor or in the form of its organization or (iii) in any Grantor's organizational identification number to the extent that such Grantor is organized or owns Mortgaged Property in a jurisdiction where an organizational identification number is required to be included in a UCC financing statement for such jurisdiction, and (b) take all actions, including all filings within any applicable statutory period, under the Uniform Commercial Code or otherwise that are required in order for the Notes Collateral Agent, for the benefit of the Secured Parties to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral with the priority described herein.

ARTICLE IV

Remedies

SECTION 4.01. Remedies upon Default. Subject to the terms of the Intercreditor Agreements, if an Event of Default shall have occurred and is continuing and the Notes Collateral Agent shall have notified the Grantors of its intent to exercise such rights, each Grantor agrees to deliver, on demand, each item of Collateral to the Notes Collateral Agent or any Person designated by the Notes Collateral Agent, and it is agreed that the Notes Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors to the Notes Collateral Agent, for the benefit of the Secured Parties, or to license or sublicense, whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Notes Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without demand for performance but with notice (which need not be prior notice), to take possession of the Article 9 Collateral and the Pledged Collateral and without liability for trespass to enter any premises where the Article 9 Collateral or the Pledged Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and the Pledged Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Notes Collateral Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Notes Collateral Agent shall deem appropriate. The Notes Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Notes Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of Collateral shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

Subject to any applicable Intercreditor Agreements, the Notes Collateral Agent shall give the applicable Grantors no less than 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Notes Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at

such time or times within ordinary business hours and at such place or places as the Notes Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Notes Collateral Agent may (in its sole and absolute discretion) determine. The Notes Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Notes Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Notes Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Notes Collateral Agent and the other Secured Parties shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Notes Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Notes Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Notes Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 4.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 4.02. Application of Proceeds. Subject to any applicable Intercreditor Agreement, the Notes Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs, fees and expenses incurred by or owed to the Notes Collateral Agent and Trustee in connection with such collection or sale or otherwise in connection with this Agreement, any other Note Document or any of the Secured Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Notes Collateral Agent hereunder or under any other Note Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Note Document;

SECOND, to the payment in full of the Secured Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Secured Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Notes Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Notes Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Notes Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Notes Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 4.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Notes Collateral Agent to exercise rights and remedies under this Agreement, and in accordance with any Intercreditor Agreement, each Grantor, solely during the continuance of an Event of Default, grants to the Notes Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof to the extent that such non-exclusive license (a) does not violate the express terms of any agreement between a Grantor and a third party governing the applicable Grantor's use of such Collateral consisting of Intellectual Property, or gives such third party any right of acceleration, modification or cancellation therein and (b) is not prohibited by any requirements of law; provided that such licenses to be granted hereunder with respect to Trademarks shall be subject to the maintenance of quality standards with respect to the goods and services on which such Trademarks are used sufficient to preserve the validity of such Trademarks. The use of such license by the Notes Collateral Agent may only be exercised, at the option of the Notes Collateral Agent, during the continuation of an Event of Default; provided further that any license, sublicense or other transaction entered into by the Notes Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 4.04. Securities Act. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Collateral permitted hereunder in accordance with any Intercreditor Agreements. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Notes Collateral Agent if the Notes Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to

which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Notes Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable blue sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Notes Collateral Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Notes Collateral Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws to the extent the Notes Collateral Agent has determined that such a registration is not required by any Requirement of Law and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Notes Collateral Agent and the other Secured Parties shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Notes Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of purchasers (or a single purchaser) were approached. The provisions of this Section 4.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Notes Collateral Agent sells.

ARTICLE V

Miscellaneous

SECTION 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 13.02 of the Indenture. All communications and notices hereunder to any Grantor shall be given to it in care of the Company as provided in Section 13.02 of the Indenture.

The Notes Collateral Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, pdf, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Notes Collateral Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If any Grantor elects to give the Notes Collateral Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Notes Collateral Agent in its discretion elects to act upon such instructions, the Notes Collateral Agent’s understanding of such instructions shall be deemed controlling. The Notes Collateral Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Notes Collateral Agent’s reliance upon and compliance with such instructions notwithstanding such

instructions conflict or are inconsistent with a subsequent written instruction. The Grantors agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Notes Collateral Agent, including without limitation the risk of the Notes Collateral Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 5.02. Waivers; Amendment.

No failure or delay by the Notes Collateral Agent or any Lender in exercising any right or power hereunder or under any other Note Document shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Notes Collateral Agent and the other Secured Parties hereunder and under the other Note Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Grantor in any case shall entitle any Grantor to any other or further notice or demand in similar or other circumstances.

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Notes Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Article 9 of the Indenture.

SECTION 5.03. Notes Collateral Agent's Fees and Expenses; Indemnification.

Each Grantor, jointly with the other Grantors and severally, agrees to reimburse the Notes Collateral Agent for its fees and expenses incurred hereunder (including all reasonable fees and disbursements of counsel) that may be paid or incurred by the Notes Collateral Agent in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Secured Obligations and/or enforcing any rights with respect to, or collecting against, such Grantor under this Agreement, in each case, as provided for in Section 7.07 of the Indenture.

Without limitation of its indemnification obligations under the other Note Documents, each Grantor, jointly with the other Grantors and severally, agrees to indemnify the Notes Collateral Agent against, and hold the Notes Collateral Agent harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for the Notes Collateral Agent, incurred by or asserted against the Notes Collateral Agent by any third party or by Holdings or any Subsidiary of Holdings arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether brought by a third party or by Holdings or any Subsidiary of Holdings and regardless of whether the Notes Collateral Agent is a party thereto; provided that

such indemnity shall not, as to the Notes Collateral Agent, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Notes Collateral Agent.

To the fullest extent permitted by applicable law, no Grantor shall assert, and each Grantor hereby waives, any claim against the Notes Collateral Agent (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), provided that such indemnity shall not, as to the Notes Collateral Agent, be available to the extent that such damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Notes Collateral Agent, or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, any Note Document or any agreement or instrument contemplated thereby, the Transactions, or the use of the proceeds thereof.

The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Note Document, the consummation of the transactions contemplated hereby or thereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Note Document, or any investigation made by or on behalf of any Secured Party. All amounts due under this Section shall be payable not later than 10 Business Days after written demand therefor; provided, however, the Notes Collateral Agent shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that the Notes Collateral Agent was not entitled to indemnification with respect to such payment pursuant to this Section 5.03. Any such amounts payable as provided hereunder shall be additional Secured Obligations.

SECTION 5.04. Successors and Assigns . Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Notes Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05. Survival of Agreement . All covenants, agreements, representations and warranties made by the Grantors in this Agreement or any other Note Document and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Note Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Note Documents, regardless of any investigation made by or on behalf of any Secured Party and notwithstanding that the Notes Collateral Agent or any other Secured Party may have had notice or knowledge of any Default or incorrect representation or warranty under any Note Document, and shall continue in full force and effect until such time as all the Secured Obligations (excluding contingent obligations not yet due) have been paid in full in cash.

SECTION 5.06. Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Notes Collateral Agent and a counterpart hereof shall have been executed on behalf of the Notes Collateral Agent, and thereafter shall be binding upon such Grantor and the Notes Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Notes Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Agreement and the Indenture. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 5.08. [Reserved].

SECTION 5.09. Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent.

This Agreement shall be construed in accordance with and governed by the law of the State of New York.

Each party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Notes Collateral Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor or its respective properties in the courts of any jurisdiction.

Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in any Note Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Each Grantor hereby irrevocably designates, appoints and empowers the Company and the Issuers as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such action or proceeding.

SECTION 5.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER NOTE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

SECTION 5.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.12. Security Interest Absolute. All rights of the Notes Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Indenture, any other Note Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Indenture, any other Note Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other

collateral, or any release or amendment or waiver of or consent under or departure from any guarantee securing or guaranteeing all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

SECTION 5.13. Termination or Release.

This Agreement, the Security Interest and all other security interests granted hereby shall terminate when all the Secured Obligations (other than contingent obligations not yet due) have been paid in full in cash.

The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 12.02 of the Indenture. A Subsidiary shall also be released from its obligations under this Agreement at the time or times and in the manner set forth in Section 12.02 of the Indenture.

In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Notes Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Notes Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Notes Collateral Agent.

SECTION 5.14. Additional Grantors. Pursuant to the Indenture, additional Subsidiaries of Covenant Parent may or may be required to become Grantors after the date hereof. Upon execution and delivery by the Notes Collateral Agent and such Subsidiary of Covenant Parent of a Supplement, any such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any Subsidiary of Covenant Parent as a party to this Agreement.

SECTION 5.15. Notes Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Notes Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Notes Collateral Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Notes Collateral Agent shall have the right, but only upon the occurrence and during the continuance of an Event of Default and notice by the Notes Collateral Agent to the Issuers of its intent to exercise such rights, with full power of substitution either in the Notes Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of accounts receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to

collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Notes Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Notes Collateral Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Notes Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Notes Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Notes Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact.

SECTION 5.16. Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Notes Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Notes Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

SECTION 5.17. Concerning the Notes Collateral Agent.

Beyond the exercise of reasonable care in the custody thereof, the Notes Collateral Agent shall have no duty as to the Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Notes Collateral Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Notes Collateral Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Notes Collateral Agent in good faith.

The Notes Collateral Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Notes Collateral

Agent, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of any Grantor to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

In no event shall the Notes Collateral Agent be responsible or liable for special, indirect, punitive, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Notes Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

For the avoidance of doubt, in furtherance of, and not if limitation of the foregoing, the parties hereto hereby acknowledge that all of the rights, privileges, protections, indemnities and immunities afforded the Notes Collateral Agent and the Trustee under the Indenture are hereby incorporated herein by reference and are extended to, and shall be enforceable by, the Notes Collateral Agent as if set forth herein in full.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DELL INTERNATIONAL L.L.C.

By: _____
Name:
Title:

EMC CORPORATION

By: _____
Name:
Title:

DENALI INTERMEDIATE INC.

By: _____
Name:
Title:

DELL INC.

By: _____
Name:
Title:

[SUBSIDIARY GUARANTORS][1]

By: _____
Name:
Title:

1 Other Grantors to be added.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent

By: _____

Name:

Title:

GRANTORS

Name	Jurisdiction of Formation
[ ]	[ ]

PLEDGED EQUITY INTERESTS

Grantor	Issuer	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests

PLEDGED DEBT SECURITIES

Grantor	Issuer	Principal Amount	Date of Note	Maturity Date

Schedule III to the
Security Agreement

COPYRIGHTS OWNED BY [NAME Of GRANTOR]

[Make a separate page of Schedule III for each Grantor and state if no copyrights are owned. List in numerical order by Registration No.]

Copyright Registrations

[List in alphabetical order by country/numerical order by Registration No. within each country]

Country	Title	Reg. No.	Author

Pending Copyright Applications for Registration

[List in alphabetical order by country.]

Country	Title	Author	Class	Date Filed

LICENSES

[Make a separate page of Schedule III for each Grantor, and state if any Grantor is not a party to a license/sublicense.]

I. Licenses/Sublicensees of [Name of Grantor] as Licensor on Date Hereof

A. Copyrights

[List copyrights by country in alphabetical order with Registration Nos. within each country in numerical order.]

Copyrights

Country	Licensee Name and Address	Date of License/ Sublicense	Title of Copyrights	Author	Reg. No.

B. Patents

[List patent nos. and application nos. in alphabetical order by country, with numbers within each country in numerical order.]

Patents

Country	Licensee Name and Address	Date of License/ Sublicense	Issue Date	Patent No.

Patent Applications

Country	Licensee Name and Address	Date of License/ Sublicense	Date Filed	Application No.

C. Trademarks

[List trademark nos. and trademark application nos. with trademark nos. within each country in numerical order.]

Trademarks

Country	Licensee Name and Address	Date of License/ Sublicense	Mark	Reg. Date	Reg. No.

Trademark Applications

Country	Licensee Name and Address	Date of License/ Sublicense	Mark	Date Filed	Application No.

D. Others

Licensee Name and Address	Date of License/ Sublicense	Subject Matter

II. Licensees/Sublicenses of [Name of Grantor] as Licensee on Date Hereof

A. Copyrights

[List copyrights by country in alphabetical order, with Registration Nos. within each country in numerical order.]

Copyrights

Country	Licensor Name and Address	Date of License/ Sublicense	Title of Copyrights	Author	Reg. No.

B. Patents

[List patent nos. and patent application nos. in alphabetical order by country with patent nos. within each country in numerical order.]

Patents

Country	Licensor Name and Address	Date of License/ Sublicense	Issue Date	Patent No.

Patent Applications

Country	Licensor Name and Address	Date of License/ Sublicense	Date Filed	Application No.

C. Trademarks

[List trademark nos. and trademark application nos. with trademark nos. within each country in numerical order.]

Trademarks

Country	Licensor Name and Address	Date of License/ Sublicense	Mark	Reg. Date	Reg. No.

Trademark Applications

Country	Licensor Name and Address	Date of License/ Sublicense	Mark	Date Filed	Application No.

D. Others

Licensor Name and Address	Date of License/ Sublicense	Subject Matter

Schedule III to the
Security Agreement

PATENTS OWNED BY [NAME OF GRANTOR]

[Make a separate page of Schedule III for each Grantor and state if no patents are owned. List in numerical order by patent no./patent application no.]

Patent Registrations

[List in alphabetical order by country/numerical order by patent no. within each country.]

Country	Issue Date	Patent No.

Patent Registrations

[List in alphabetical order by country/numerical order by application no. within each country.]

Country	Filing Date	Patent Application No.

TRADEMARK/TRADE NAMES OWNED BY [NAME OF GRANTOR]

Schedule III to the
Security Agreement

[Make a separate page of Schedule III for each Grantor and state if no trademarks/trade names are owned.

Trademark Registrations

[List in alphabetical order by country/numerical order by trademark no. within each country.]

Country	Mark	Reg. Date	Reg. No.

Trademark Applications

[List in alphabetical order by country/numerical order by application no.]

Country	Mark	Application Date	Application No.

Trade Names

Country(s) Where Used	Trade Names

COMMERCIAL TORT CLAIMS

SUPPLEMENT NO. dated as of [ ] (this "Supplement"), to the Security Agreement, dated as of [ ], 2016 (the "Security Agreement"), among DELL INTERNATIONAL L.L.C., EMC CORPORATION, DENALI INTERMEDIATE INC., DELL INC., the other GRANTORS from time to time party thereto and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent (in such capacity, the "Notes Collateral Agent").

A. Reference is made to (a) the Indenture dated as of June 1, 2016 among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1", which, in connection with the Dell-EMC Merger, has merged with and into Dell International L.L.C., a Delaware limited liability company ("Dell International"), with Dell International continuing as the surviving corporation), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2", which, in connection with the Dell-EMC Merger, has merged with and into EMC Corporation, a Massachusetts corporation ("EMC"), with EMC continuing as the surviving corporation), and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee on behalf of the holders (the "Holders") of the Notes and Notes Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Indenture") and (b) the Security Agreement dated as of [ ], 2016 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Issuers, the other grantors from time to time party thereto and the Notes Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement, as applicable.

C. Section 5.14 of the Security Agreement provides that additional Subsidiaries of Covenant Parent may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Indenture to become a Grantor under the Security Agreement as consideration for Notes previously issued pursuant to the Indenture.

Accordingly, the Notes Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations (as defined in the Security Agreement), does hereby create and grant to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security

interest in and lien on all of the New Grantor's right, title and interest in, to and under the Pledged Collateral and the Article 9 Collateral (as each such term is defined in the Security Agreement). Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor.

SECTION 2. The New Grantor represents and warrants to the Notes Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. This Supplement shall become effective as to the New Grantor when a counterpart hereof executed on behalf of the New Grantor shall have been delivered to the Notes Collateral Agent and a counterpart hereof shall have been executed on behalf of the Notes Collateral Agent, and thereafter shall be binding upon the New Grantor and the Notes Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Grantor, the Notes Collateral Agent and the other Secured Parties and their respective successors and assigns, except that the New Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Security Agreement and the Indenture.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a schedule with the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office, (b) Schedule II sets forth a true and complete list, with respect to the New Grantor, of (i) all the Equity Interests owned by the New Grantor in any Subsidiary and the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Equity Interests owned by the New Grantor and (ii) all the Pledged Debt Securities owned by the New Grantor and (c) Schedule III attached hereto sets forth, as of the date hereof, (i) all of the New Grantor's Patents constituting Article 9 Collateral, including the name of the registered owner, type, registration or application number and the expiration date (if already registered) of each such Patent owned by the New Grantor, (ii) all of the New Grantor's Trademarks constituting Article 9 Collateral, including the name of the registered owner, the registration or application number and the expiration date (if already registered) of each such Trademark owned by the New Grantor, and (iii) all of the New Grantor's Copyrights constituting Article 9 Collateral, including the name of the registered owner, title and, if applicable, the registration number of each such Copyright owned by the New Grantor, and (d) Schedule IV attached hereto sets forth, as of the date hereof, each Commercial Tort Claim in respect of which a complaint or counterclaim has been filed by the New Grantor seeking damages in an amount of $50,000,000 or more.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. This Supplement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Security Agreement.

SECTION 9. The New Grantor agrees to reimburse the Notes Collateral Agent for its fees and expenses incurred hereunder and under the Security Agreement.

SECTION 10. The recitals contained herein shall be taken as the statements of the New Grantor and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representations as to the validity or sufficiency of this Supplement to the Security Agreement.

IN WITNESS WHEREOF, the New Grantor and the Notes Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR],

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY,
as Notes Collateral Agent

By: _____
Name:
Title:

Schedule I
to Supplement No. to the
Security Agreement

Name	Jurisdiction of Formation	Chief Executive Office

Schedule II
to Supplement No. to the
Security Agreement

PLEDGED EQUITY INTERESTS

Grantor	Issuer	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests

PLEDGED DEBT SECURITIES

Grantor	Issuer	Principal Amount	Date of Note	Maturity Date

Schedule III
to Supplement No. to the
Security Agreement

INTELLECTUAL PROPERTY

COMMERCIAL TORT CLAIMS

COPYRIGHT SECURITY AGREEMENT dated as of [ ], 20[ ] (this "Agreement"), among [ ] (the "Grantor") and The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (in such capacity, the "Notes Collateral Agent").

Reference is made to (a) the Indenture dated as of June 1, 2016 among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1", which, in connection with the Dell-EMC Merger, has merged with and into Dell International L.L.C., a Delaware limited liability company ("Dell International"), with Dell International continuing as the surviving corporation), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2", which, in connection with the Dell-EMC Merger, has merged with and into EMC Corporation, a Massachusetts corporation ("EMC"), with EMC continuing as the surviving corporation), and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee on behalf of the holders (the "Holders") of the Notes (as defined below) and Notes Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Indenture") and (b) the Security Agreement dated as of [ ], 2016 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Issuers, the other grantors from time to time party thereto and the Notes Collateral Agent. The Grantors are Affiliates of the Issuers and will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and each is, therefore, willing to enter into this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Copyrights now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I, and any exclusive Copyright Licenses under which such Grantor is a licensee, including those listed on Schedule II (collectively, the "Copyright Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Copyright Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[ ],

By: _____

Name:
Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent,

By: _____
Name:
Title:

Schedule II

PATENT SECURITY AGREEMENT dated as of [ ], 20[ ] (this "Agreement"), among [ ] (the "Grantor") and The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (in such capacity, the "Notes Collateral Agent").

Reference is made to (a) the Indenture dated as of June 1, 2016 among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1", which, in connection with the Dell-EMC Merger, has merged with and into Dell International L.L.C., a Delaware limited liability company ("Dell International"), with Dell International continuing as the surviving corporation), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2", which, in connection with the Dell-EMC Merger, has merged with and into EMC Corporation, a Massachusetts corporation ("EMC"), with EMC continuing as the surviving corporation), and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee on behalf of the holders (the "Holders") of the Notes (as defined below) and Notes Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Indenture") and (b) the Security Agreement dated as of [ ], 2016 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Issuers, the other grantors from time to time party thereto and the Notes Collateral Agent. The Grantors are Affiliates of the Issuers and will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and each is, therefore, willing to enter into this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Patent Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[ ],

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent,

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT dated as of [ ], 20[ ] (this "Agreement"), among [ ] (the "Grantor") and The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (in such capacity, the "Notes Collateral Agent").

Reference is made to (a) the Indenture dated as of June 1, 2016 among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1", which, in connection with the Dell-EMC Merger, has merged with and into Dell International L.L.C., a Delaware limited liability company ("Dell International"), with Dell International continuing as the surviving corporation), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2", which, in connection with the Dell-EMC Merger, has merged with and into EMC Corporation, a Massachusetts corporation ("EMC"), with EMC continuing as the surviving corporation), and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee on behalf of the holders (the "Holders") of the Notes (as defined below) and Notes Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Indenture") and (b) the Security Agreement dated as of [ ], 2016 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Issuers, the other grantors from time to time party thereto and the Notes Collateral Agent. The Grantors are Affiliates of the Issuers and will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and each is, therefore, willing to enter into this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[ ],

By: _____

Name:
Title:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent,

By: _____
Name:
Title:

Exhibit 4.15

EXECUTION VERSION

2019 NOTES SUPPLEMENTAL INDENTURE NO. 1

This 2019 NOTES SUPPLEMENTAL INDENTURE NO. 1, dated June 1, 2016 (this "2019 Notes Supplemental Indenture"), is made and entered into among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Notes Collateral Agent"). Capitalized terms used herein and not otherwise defined have the meanings set forth in the Base Indenture referred to below.

RECITALS

A. Section 9.01 of the Base Indenture, dated June 1, 2016, among the Fincos, the Trustee and the Notes Collateral Agent (the "Base Indenture" and, together with this 2019 Notes Supplemental Indenture, the "Indenture") provides that, without the consent of Holders of any series of Notes, the Fincos, the Trustee and the Notes Collateral Agent may enter into a supplemental indenture to the Base Indenture to establish the form or terms of Initial Notes of any series pursuant to Section 2.01 of the Base Indenture.

B. The Fincos desire to issue $3,750,000,000 aggregate principal amount of 3.480% First Lien Notes due 2019 (the "2019 Notes"), and in connection therewith, the Fincos have duly determined to make, execute and deliver to the Trustee this 2019 Notes Supplemental Indenture to set forth the terms and provisions of the 2019 Notes as required by the Base Indenture. This 2019 Notes Supplemental Indenture shall supplement the Base Indenture insofar as it will apply only to the 2019 Notes issued hereunder (and not to any other series of Notes).

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows for the benefit of the Trustee and the Holders of the 2019 Notes:

Section 1. 2019 Notes. Pursuant to Section 2.01 of the Base Indenture, the terms and provisions of the 2019 Notes are as follows:

(a) The title of the 2019 Notes shall be "3.480% First Lien Notes due 2019."

(b) The 2019 Notes shall be initially limited to $3,750,000,000 aggregate principal amount. Subject to compliance with Section 4.12 of the Base Indenture, the Issuers may, without the consent of the Holders of the 2019 Notes, increase such aggregate principal amount in the future, on the same terms and conditions, except for any differences in the issue date, issue price and, if applicable, the first Interest Payment Date and the first date from which interest will accrue. The 2019 Notes issued originally hereunder and any additional Notes of such series subsequently issued, shall be treated as a single class for purposes of the Indenture, including waivers, amendments, redemptions and offers to purchase; provided that if any such additional Notes are not fungible with the Initial Notes of such series for U.S. federal income tax purposes, such additional Notes of such series will have a separate CUSIP number and ISIN number from the Initial Notes of such series.

(c) The price at which the 2019 Notes shall be issued to the public is 99.975%.

(d) The Stated Maturity for the 2019 Notes shall be on June 1, 2019. The 2019 Notes shall not require any principal or premium payments prior to the Stated Maturity.

(e) The rate at which the 2019 Notes shall bear interest shall be 3.480% per annum (the "Original Interest Rate"), as set forth in Section 1 of the form of 2019 Note attached hereto as Exhibit A, subject to adjustment pursuant to this clause (e) and in Section 2 of the form of 2019 Note attached hereto as Exhibit A. Interest on the 2019 Notes shall accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be December 1, 2016. Each June 1 and December 1 in each year, commencing December 1, 2016, shall be an Interest Payment Date for the 2019 Notes. The May 15 or November 15 (whether or not a Business Day), as the case may be, immediately preceding an Interest Payment Date shall be the Record Date for the interest payable on such Interest Payment Date, even if such 2019 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. If an Interest Payment Date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and no interest on such payment will accrue in respect of the delay. The Issuers shall pay interest on overdue principal at a rate equal to the then applicable interest rate on the 2019 Notes to the extent lawful, and the Issuers shall pay interest on overdue installments of interest at the same rate to the extent lawful. In addition, the Issuers shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. All references in the Indenture, in any context, to any interest or other amount payable on or with respect to the 2019 Notes shall be deemed to include any Special Interest required to be paid pursuant to the Registration Rights Agreement.

The interest rate payable on the 2019 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2019 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2019 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this clause (e) and Section 2 of the form of 2019 Note attached hereto as Exhibit A.

If the rating of the 2019 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2019 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	**Percentage**
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2019 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2019 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2019 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2019 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2019 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2019 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2019 Notes, any increase or decrease in the interest rate on the 2019 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2019 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2019 Notes, the interest rate on the 2019 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2019 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2019 Notes or make a rating of the 2019 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2019 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2019 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2019 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2019 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2019 Notes.

If at any time the interest rate on the 2019 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2019 Notes, the interest rate on the 2019 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2019 Notes equals the interest rate on the 2019 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2019 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2019 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2019 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2019 Notes will be decreased to the interest rate on the 2019 Notes prior to any adjustments made pursuant to this clause (e) and Section 2 of the form of 2019 Note attached hereto as Exhibit A.

Any increase or decrease in the interest rate described in this clause (e) and Section 2 of the form of 2019 Note attached hereto as Exhibit A shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2019 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2019 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2019 Notes is increased as set forth in this clause (e) and Section 2 of the form of 2019 Note attached hereto as Exhibit A, the term "interest", as used in the Indenture with respect to the 2019 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

(f) Payments of principal of, premium and Special Interest, if any, and interest on the 2019 Notes represented by one or more Global Notes initially registered in the name of The Depository Trust Company (the "Depositary") or its nominee with respect to the 2019 Notes shall be made by the Issuers through the Trustee in immediately available funds to the Depositary or its nominee, as the case may be.

(g) The 2019 Notes shall be redeemable in accordance with the terms and provisions set forth in Section 2 hereof and (to the extent they do not conflict with Section 2 hereof) the terms and provisions of Article 3 of the Base Indenture.

(h) There shall be no mandatory sinking fund for the payments of the 2019 Notes.

(i) The 2019 Notes shall be represented by one or more Global Notes deposited with the Depositary and registered in the name of the nominee of the Depositary. The 2019 Notes, including the form of the certificate of authentication, shall be substantially in the form attached hereto as Exhibit A, the terms of which are incorporated by reference in this 2019 Notes Supplemental Indenture.

(j) The Bank of New York Mellon Trust Company, N.A. shall be the Trustee for the 2019 Notes.

(k) Articles 10 and 12 of the Base Indenture shall apply to the 2019 Notes.

(l) To the extent not set forth otherwise herein, the provisions of Article 2 of the Base Indenture are applicable.

Section 2. Optional Redemption of the 2019 Notes.

(a) Prior to June 1, 2019, the 2019 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at the Redemption Price equal to the greater of:

(i) 100% of the principal amount of the 2019 Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued as of the Redemption Date), discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 40 basis points;

plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date. Notwithstanding the foregoing, installments of interest on the 2019 Notes to be redeemed that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the relevant Record Date.

(b) [Reserved].

(c) A notice of redemption need not set forth the exact Redemption Price but only the manner of calculation thereof.

Any redemption pursuant to this Section 2 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Base Indenture.

Section 3. Definitions.

(a) "Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the 2019 Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2019 Notes.

(b) "Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of four Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

(c) "Quotation Agent" means each Reference Treasury Dealer appointed by the Issuers.

(d) "Reference Treasury Dealer" means (i) Barclays Capital Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., J.P. Morgan Securities LLC, and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates that are Primary Treasury Dealers); provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a "Primary Treasury Dealer"), the Issuers will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Issuers.

(e) "Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

(f) "Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

Section 4. Governing Law. THIS 2019 NOTES SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts. The parties may sign any number of copies of this 2019 Notes Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 6. Trustee Not Responsible for Recitals or Issuance of 2019 Notes. The recitals contained herein and in the 2019 Notes, except the Trustee's certificates of authentication, shall be taken as the statements of the Fincos, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this 2019 Notes Supplemental Indenture or of the 2019 Notes. The Trustee shall not be accountable for the use or application by the Issuers of 2019 Notes or the proceeds thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written:

DIAMOND 1 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

DIAMOND 2 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and Notes Collateral Agent

By: /s/ R. Tarnas
Name: R. Tarnas
Title: Vice President

[Face of 2019 Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Legend, if applicable pursuant to the provisions of the Indenture]

CUSIP [ ]
ISIN [ ][1]

[RULE 144A][REGULATION S] [GLOBAL] NOTE
representing up to
$[ ]
3.480% First Lien Notes due 2019

No. [$]

DIAMOND 1 FINANCE CORPORATION
and
DIAMOND 2 FINANCE CORPORATION

promise to pay to CEDE & CO. or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of United States Dollars] on June 1, 2019.

Interest Payment Dates: June 1 and December 1

Record Dates: May 15 and November 15

1 Rule 144A Note CUSIP: 25272K AA1
Rule 144A Note ISIN: US25272KAA 16
Regulation S Note CUSIP: U2526D AA7
Regulation S Note ISIN: USU2526DAA73

IN WITNESS HEREOF, the Issuers have caused this instrument to be duly executed.

Dated:

DIAMOND 1 FINANCE CORPORATION

By: _____
Name:
Title:

DIAMOND 2 FINANCE CORPORATION

By: _____
Name:
Title:

This is one of the 2019 Notes referred to in the within-mentioned Indenture:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated:

By: _____
Authorized Signatory

[Back of 2019 Note]

3.480% First Lien Notes due 2019

Capitalized terms used herein shall have the meanings assigned to them in the Base Indenture referred to below unless otherwise indicated.

1. INTEREST. Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), and Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), promise to pay interest on the principal amount of this 2019 Note, subject to adjustment pursuant to Section 2 of this 2019 Note, at 3.480% per annum (the "Original Interest Rate"), from June 1, 2016 until Maturity and shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. Upon consummation of the Transactions, (x) Finco 1 will merge with and into Dell International and Dell International will assume the obligations of Finco 1 pursuant to the Effective Date Issuers Supplemental Indenture and (y) Finco 2 will merge with and into EMC and EMC will assume the obligations of Finco 2 pursuant to the Effective Date Issuers Supplemental Indenture, in each case under this 2019 Note. The Issuers shall pay interest and Special Interest, if any, semi-annually in arrears on June 1 and December 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the 2019 Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be December 1, 2016. The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the 2019 Notes to the extent lawful; the Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Special Interest, if any, from time to time on demand at the interest rate on the 2019 Notes. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on the 2019 Notes will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application. This note is one of the series designated on the face hereof (individually, a "2019 Note" and, collectively, the "2019 Notes").

2. INTEREST RATE ADJUSTMENT. The interest rate payable on the 2019 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2019 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2019 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this Section 2 or Section 1(e) of the 2019 Notes Supplemental Indenture (as defined below).

If the rating of the 2019 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2019 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	Percentage
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	Percentage
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2019 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2019 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2019 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2019 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2019 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2019 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2019 Notes, any increase or decrease in the interest rate on the 2019 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2019 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2019 Notes, the interest rate on the 2019 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2019 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2019 Notes or make a rating of the 2019 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2019 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2019 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2019 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2019 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2019 Notes.

If at any time the interest rate on the 2019 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2019 Notes, the interest rate on the 2019 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2019 Notes equals the interest rate on the 2019 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2019 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2019 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2019 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2019 Notes will be decreased to the interest rate on the 2019 Notes prior to any adjustments made pursuant to this Section 2 or Section 1(e) of the 2019 Notes Supplemental Indenture.

Any increase or decrease in the interest rate described in this Section 2 or Section 1(e) of the 2019 Notes Supplemental Indenture shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2019 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2019 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2019 Notes is increased as set forth in this Section 2 and Section 1(e) of the 2019 Notes Supplemental Indenture, the term "interest", as used in the Indenture with respect to the 2019 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

3. METHOD OF PAYMENT. The Issuers will pay interest on the 2019 Notes and Special Interest, if any, to the Persons who are registered Holders of the 2019 Notes at the close of business (if applicable) on the May 15 or November 15 (whether or not a Business Day), as the case may be, immediately preceding the Interest Payment Date, even if such 2019 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. Payment of interest and Special Interest, if any, may be made by check mailed to the Holders of the 2019 Notes at their addresses set forth in the register of Holders, provided

that all payments of principal of and interest and premium and Special Interest, if any, with respect to the 2019 Notes represented by one or more Global Notes will be made in accordance with DTC's applicable procedures. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

4. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuers may change any Paying Agent or Registrar without notice to the Holders. Denali or any of its Subsidiaries may act in any such capacity.

5. INDENTURE. The Issuers issued the 2019 Notes under the Base Indenture, dated as of June 1, 2016 (the "Base Indenture"), among the Fincos, the Trustee and The Bank of New York Mellon Trust Company, N.A., as notes collateral agent (the "Notes Collateral Agent"), as supplemented by the 2019 Notes Supplemental Indenture No. 1, dated as of June 1, 2016 (the "2019 Notes Supplemental Indenture", and, together with the Base Indenture, the "Indenture"), among the Fincos, the Trustee and the Notes Collateral Agent. This 2019 Note is one of a duly authorized issue of notes of the Issuers designated as their 3.480% First Lien Notes due 2019. The Issuers shall be entitled to issue Additional Notes constituting 2019 Notes pursuant to Sections 2.01 and 4.12 of the Base Indenture and Section 1(b) of the 2019 Notes Supplemental Indenture. The terms of the 2019 Notes include those stated in the Indenture. The 2019 Notes are subject to all such terms, and Holders of the 2019 Notes are referred to the Indenture for a statement of such terms. To the extent any provision of this 2019 Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

6. REDEMPTION AND REPURCHASE. The 2019 Notes are subject to optional and special mandatory redemption, and may be the subject of a Change of Control Offer and an Asset Sale Offer, as further described in the Indenture. Except as provided in Section 3.10 of the Base Indenture, the Issuers shall not be required to make any mandatory redemption or sinking fund payments with respect to the 2019 Notes.

7. DENOMINATIONS, TRANSFER, EXCHANGE. The 2019 Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of 2019 Notes may be registered and 2019 Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuers may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuers need not exchange or register the transfer of any 2019 Note or portion of a 2019 Note selected for redemption or tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer, an Asset Sale Offer or other tender offer, in whole or in part, except for the unredeemed portion of any 2019 Note being redeemed in part. Also, the Issuers need not exchange or register the transfer of any 2019 Notes for a period of 15 days before a selection of 2019 Notes to be redeemed.

8. PERSONS DEEMED OWNERS. The registered Holder of a 2019 Note may be treated as its owner for all purposes.

9. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the 2019 Notes or the related Note Guarantees may be amended or supplemented as provided in the Indenture.

10. DEFAULTS AND REMEDIES. The Events of Default relating to the 2019 Notes are defined in Section 6.01 of the Base Indenture. Upon the occurrence of an Event of Default relating to the 2019 Notes, the rights and obligations of the Issuers, the Guarantors, the Trustee and the Holders of the 2019 Notes shall be as set forth in the applicable provisions of the Indenture.

11. AUTHENTICATION. This 2019 Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

12. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders of the 2019 Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes representing 2019 Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of June 1, 2016, among the Fincos and the representatives of the initial purchasers set forth therein (as supplemented, the "Registration Rights Agreement"), including the right to receive Special Interest.

13. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE 2019 NOTES AND THE NOTE GUARANTEES.

14. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP and ISIN numbers and/or similar numbers to be printed on the 2019 Notes and the Trustee may use CUSIP and ISIN numbers and/or similar numbers in notices of redemption as a convenience to Holders of the 2019 Notes. No representation is made as to the accuracy of such numbers either as printed on the 2019 Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to the Issuers at the following address:

c/o Dell Inc.
One Dell Way
Round Rock, Texas 78682
Fax No.: (512) 283-0544
Attention: Janet B. Wright
Email: Janet_Wright@Dell.com

15. SECURITY. The 2019 Notes and the related Note Guarantees shall be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Security Documents. The Trustee and the Notes Collateral Agent, as the case may be, shall hold the Collateral in trust for the benefit of the Holders of the 2019 Notes, in each case pursuant to the Security Documents and the Intercreditor Agreements. Each Holder of the 2019 Notes, by accepting this 2019 Note, consents and agrees to the terms of the Security Documents (including the provisions providing for the foreclosure and release of Collateral) and the Intercreditor Agreements as the same may be in effect or may be amended from time to time in accordance with their terms and the Indenture and authorizes and directs the Notes Collateral Agent to enter into the Security Documents and the Intercreditor Agreements on the Escrow Release Date, and at any time after Escrow Release Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith.

ASSIGNMENT FORM

To assign this 2019 Note, fill in the form below:

(I) or (we) assign and transfer this 2019 Note to: _____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____

to transfer this 2019 Note on the books of the Issuers. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this 2019 Note)

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this 2019 Note purchased by the Issuers pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

[ ] Section 4.10 [ ] Section 4.14

If you want to elect to have only part of this 2019 Note purchased by the Issuers pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

$

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this 2019 Note)

Tax Identification No.: _____

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Note Custodian

* This schedule should be included only if the 2019 Note is issued in global form.

Exhibit 4.17

EXECUTION VERSION

2021 NOTES SUPPLEMENTAL INDENTURE NO. 1

This 2021 NOTES SUPPLEMENTAL INDENTURE NO. 1, dated June 1, 2016 (this "2021 Notes Supplemental Indenture"), is made and entered into among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Notes Collateral Agent"). Capitalized terms used herein and not otherwise defined have the meanings set forth in the Base Indenture referred to below.

RECITALS

A. Section 9.01 of the Base Indenture, dated June 1, 2016, among the Fincos, the Trustee and the Notes Collateral Agent (the "Base Indenture" and, together with this 2021 Notes Supplemental Indenture, the "Indenture") provides that, without the consent of Holders of any series of Notes, the Fincos, the Trustee and the Notes Collateral Agent may enter into a supplemental indenture to the Base Indenture to establish the form or terms of Initial Notes of any series pursuant to Section 2.01 of the Base Indenture.

B. The Fincos desire to issue $4,500,000,000 aggregate principal amount of 4.420% First Lien Notes due 2021 (the "2021 Notes"), and in connection therewith, the Fincos have duly determined to make, execute and deliver to the Trustee this 2021 Notes Supplemental Indenture to set forth the terms and provisions of the 2021 Notes as required by the Base Indenture. This 2021 Notes Supplemental Indenture shall supplement the Base Indenture insofar as it will apply only to the 2021 Notes issued hereunder (and not to any other series of Notes).

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows for the benefit of the Trustee and the Holders of the 2021 Notes:

Section 1. 2021 Notes. Pursuant to Section 2.01 of the Base Indenture, the terms and provisions of the 2021 Notes are as follows:

(a) The title of the 2021 Notes shall be "4.420% First Lien Notes due 2021."

(b) The 2021 Notes shall be initially limited to $4,500,000,000 aggregate principal amount. Subject to compliance with Section 4.12 of the Base Indenture, the Issuers may, without the consent of the Holders of the 2021 Notes, increase such aggregate principal amount in the future, on the same terms and conditions, except for any differences in the issue date, issue price and, if applicable, the first Interest Payment Date and the first date from which interest will accrue. The 2021 Notes issued originally hereunder and any additional Notes of such series subsequently issued, shall be treated as a single class for purposes of the Indenture, including waivers, amendments, redemptions and offers to purchase; provided that if any such additional Notes are not fungible with the Initial Notes of such series for U.S. federal income tax purposes, such additional Notes of such series will have a separate CUSIP number and ISIN number from the Initial Notes of such series.

(c) The price at which the 2021 Notes shall be issued to the public is 99.971%.

(d) The Stated Maturity for the 2021 Notes shall be on June 15, 2021. The 2021 Notes shall not require any principal or premium payments prior to the Stated Maturity.

(e) The rate at which the 2021 Notes shall bear interest shall be 4.420% per annum (the "Original Interest Rate"), as set forth in Section 1 of the form of 2021 Note attached hereto as Exhibit A, subject to adjustment pursuant to this clause (e) and in Section 2 of the form of 2021 Note attached hereto as Exhibit A. Interest on the 2021 Notes shall accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be December 15, 2016. Each June 15 and December 15 in each year, commencing December 15, 2016, shall be an Interest Payment Date for the 2021 Notes. The June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding an Interest Payment Date shall be the Record Date for the interest payable on such Interest Payment Date, even if such 2021 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. If an Interest Payment Date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and no interest on such payment will accrue in respect of the delay. The Issuers shall pay interest on overdue principal at a rate equal to the then applicable interest rate on the 2021 Notes to the extent lawful, and the Issuers shall pay interest on overdue installments of interest at the same rate to the extent lawful. In addition, the Issuers shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. All references in the Indenture, in any context, to any interest or other amount payable on or with respect to the 2021 Notes shall be deemed to include any Special Interest required to be paid pursuant to the Registration Rights Agreement.

The interest rate payable on the 2021 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2021 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2021 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this clause (e) and Section 2 of the form of 2021 Note attached hereto as Exhibit A.

If the rating of the 2021 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2021 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	**Percentage**
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2021 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2021 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2021 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2021 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2021 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2021 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2021 Notes, any increase or decrease in the interest rate on the 2021 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2021 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2021 Notes, the interest rate on the 2021 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2021 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2021 Notes or make a rating of the 2021 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2021 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2021 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2021 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2021 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2021 Notes.

If at any time the interest rate on the 2021 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2021 Notes, the interest rate on the 2021 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2021 Notes equals the interest rate on the 2021 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2021 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2021 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2021 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2021 Notes will be decreased to the interest rate on the 2021 Notes prior to any adjustments made pursuant to this clause (e) and Section 2 of the form of 2021 Note attached hereto as Exhibit A.

Any increase or decrease in the interest rate described in this clause (e) and Section 2 of the form of 2021 Note attached hereto as Exhibit A shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2021 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2021 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2021 Notes is increased as set forth in this clause (e) and Section 2 of the form of 2021 Note attached hereto as Exhibit A, the term "interest", as used in the Indenture with respect to the 2021 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

(f) Payments of principal of, premium and Special Interest, if any, and interest on the 2021 Notes represented by one or more Global Notes initially registered in the name of The Depository Trust Company (the "Depositary") or its nominee with respect to the 2021 Notes shall be made by the Issuers through the Trustee in immediately available funds to the Depositary or its nominee, as the case may be.

(g) The 2021 Notes shall be redeemable in accordance with the terms and provisions set forth in Section 2 hereof and (to the extent they do not conflict with Section 2 hereof) the terms and provisions of Article 3 of the Base Indenture.

(h) There shall be no mandatory sinking fund for the payments of the 2021 Notes.

(i) The 2021 Notes shall be represented by one or more Global Notes deposited with the Depositary and registered in the name of the nominee of the Depositary. The 2021 Notes, including the form of the certificate of authentication, shall be substantially in the form attached hereto as Exhibit A, the terms of which are incorporated by reference in this 2021 Notes Supplemental Indenture.

(j) The Bank of New York Mellon Trust Company, N.A. shall be the Trustee for the 2021 Notes.

(k) Articles 10 and 12 of the Base Indenture shall apply to the 2021 Notes.

(l) To the extent not set forth otherwise herein, the provisions of Article 2 of the Base Indenture are applicable.

Section 2. Optional Redemption of the 2021 Notes.

(a) Prior to May 15, 2021 (the "2021 Notes Par Call Date"), the 2021 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at the Redemption Price equal to the greater of:

(i) 100% of the principal amount of the 2021 Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued as of the Redemption Date) that would be due if the 2021 Notes matured on the 2021 Notes Par Call Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points;

plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date. Notwithstanding the foregoing, installments of interest on the 2021 Notes to be redeemed that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the relevant Record Date.

(b) At any time and from time to time on or after the 2021 Notes Par Call Date, the 2021 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at a Redemption Price equal to 100% of the principal amount of the 2021 Notes being redeemed plus accrued and unpaid interest on such 2021 Notes, if any, to, but excluding, the Redemption Date.

(c) A notice of redemption need not set forth the exact Redemption Price but only the manner of calculation thereof.

Any redemption pursuant to this Section 2 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Base Indenture.

Section 3. Definitions.

(a) "Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the 2021 Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2021 Notes.

(b) "Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of four Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

(c) "Quotation Agent" means each Reference Treasury Dealer appointed by the Issuers.

(d) "Reference Treasury Dealer" means (i) Barclays Capital Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., J.P. Morgan Securities LLC, and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates that are Primary Treasury Dealers); provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a "Primary Treasury Dealer"), the Issuers will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Issuers.

(e) "Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

(f) "Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

Section 4. Governing Law. THIS 2021 NOTES SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts. The parties may sign any number of copies of this 2021 Notes Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 6. Trustee Not Responsible for Recitals or Issuance of 2021 Notes. The recitals contained herein and in the 2021 Notes, except the Trustee's certificates of authentication, shall be taken as the statements of the Fincos, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this 2021 Notes Supplemental Indenture or of the 2021 Notes. The Trustee shall not be accountable for the use or application by the Issuers of 2021 Notes or the proceeds thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written:

DIAMOND 1 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

DIAMOND 2 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and Notes Collateral Agent

By: /s/ R. Tarnas
Name: R. Tarnas
Title: Vice President

[Face of 2021 Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Legend, if applicable pursuant to the provisions of the Indenture]

CUSIP [ ]
ISIN [ ][1]

[RULE 144A][REGULATION S] [GLOBAL] NOTE
representing up to
$[ ]
4.420% First Lien Notes due 2021

No. [$]

DIAMOND 1 FINANCE CORPORATION
and
DIAMOND 2 FINANCE CORPORATION

promise to pay to CEDE & CO. or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of United States Dollars] on June 15, 2021.

Interest Payment Dates: June 15 and December 15

Record Dates: June 1 and December 1

1 Rule 144A Note CUSIP: 25272K AD5
Rule 144A Note ISIN: US25272KAD54
Regulation S Note CUSIP: U2526D AB5
Regulation S Note ISIN: USU2526DAB56

IN WITNESS HEREOF, the Issuers have caused this instrument to be duly executed.

Dated:

DIAMOND 1 FINANCE CORPORATION

By: _____
Name:
Title:

DIAMOND 2 FINANCE CORPORATION

By: _____
Name:
Title:

This is one of the 2021 Notes referred to in the within-mentioned Indenture:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated:

By: _____
Authorized Signatory

[Back of 2021 Note]

4.420% First Lien Notes due 2021

Capitalized terms used herein shall have the meanings assigned to them in the Base Indenture referred to below unless otherwise indicated.

1. INTEREST. Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), and Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), promise to pay interest on the principal amount of this 2021 Note, subject to adjustment pursuant to Section 2 of this 2021 Note, at 4.420% per annum (the "Original Interest Rate"), from June 1, 2016 until Maturity and shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. Upon consummation of the Transactions, (x) Finco 1 will merge with and into Dell International and Dell International will assume the obligations of Finco 1 pursuant to the Effective Date Issuers Supplemental Indenture and (y) Finco 2 will merge with and into EMC and EMC will assume the obligations of Finco 2 pursuant to the Effective Date Issuers Supplemental Indenture, in each case under this 2021 Note. The Issuers shall pay interest and Special Interest, if any, semi-annually in arrears on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the 2021 Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be December 15, 2016. The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the 2021 Notes to the extent lawful; the Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Special Interest, if any, from time to time on demand at the interest rate on the 2021 Notes. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on the 2021 Notes will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application. This note is one of the series designated on the face hereof (individually, a "2021 Note" and, collectively, the "2021 Notes").

2. INTEREST RATE ADJUSTMENT. The interest rate payable on the 2021 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2021 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2021 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this Section 2 or Section 1(e) of the 2021 Notes Supplemental Indenture (as defined below).

If the rating of the 2021 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2021 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	Percentage
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	Percentage
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2021 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2021 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2021 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2021 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2021 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2021 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2021 Notes, any increase or decrease in the interest rate on the 2021 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2021 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2021 Notes, the interest rate on the 2021 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2021 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2021 Notes or make a rating of the 2021 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2021 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2021 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2021 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2021 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2021 Notes.

If at any time the interest rate on the 2021 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2021 Notes, the interest rate on the 2021 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2021 Notes equals the interest rate on the 2021 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2021 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2021 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2021 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2021 Notes will be decreased to the interest rate on the 2021 Notes prior to any adjustments made pursuant to this Section 2 or Section 1(e) of the 2021 Notes Supplemental Indenture.

Any increase or decrease in the interest rate described in this Section 2 or Section 1(e) of the 2021 Notes Supplemental Indenture shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2021 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2021 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2021 Notes is increased as set forth in this Section 2 and Section 1(e) of the 2021 Notes Supplemental Indenture, the term "interest", as used in the Indenture with respect to the 2021 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

3. METHOD OF PAYMENT. The Issuers will pay interest on the 2021 Notes and Special Interest, if any, to the Persons who are registered Holders of the 2021 Notes at the close of business (if applicable) on the June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding the Interest Payment Date, even if such 2021 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. Payment of interest and Special Interest, if any, may be made by check mailed to the Holders of the 2021 Notes at their addresses set forth in the register of Holders, provided

that all payments of principal of and interest and premium and Special Interest, if any, with respect to the 2021 Notes represented by one or more Global Notes will be made in accordance with DTC's applicable procedures. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

4. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuers may change any Paying Agent or Registrar without notice to the Holders. Denali or any of its Subsidiaries may act in any such capacity.

5. INDENTURE. The Issuers issued the 2021 Notes under the Base Indenture, dated as of June 1, 2016 (the "Base Indenture"), among the Fincos, the Trustee and The Bank of New York Mellon Trust Company, N.A., as notes collateral agent (the "Notes Collateral Agent"), as supplemented by the 2021 Notes Supplemental Indenture No. 1, dated as of June 1, 2016 (the "2021 Notes Supplemental Indenture", and, together with the Base Indenture, the "Indenture"), among the Fincos, the Trustee and the Notes Collateral Agent. This 2021 Note is one of a duly authorized issue of notes of the Issuers designated as their 4.420% First Lien Notes due 2021. The Issuers shall be entitled to issue Additional Notes constituting 2021 Notes pursuant to Sections 2.01 and 4.12 of the Base Indenture and Section 1(b) of the 2021 Notes Supplemental Indenture. The terms of the 2021 Notes include those stated in the Indenture. The 2021 Notes are subject to all such terms, and Holders of the 2021 Notes are referred to the Indenture for a statement of such terms. To the extent any provision of this 2021 Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

6. REDEMPTION AND REPURCHASE. The 2021 Notes are subject to optional and special mandatory redemption, and may be the subject of a Change of Control Offer and an Asset Sale Offer, as further described in the Indenture. Except as provided in Section 3.10 of the Base Indenture, the Issuers shall not be required to make any mandatory redemption or sinking fund payments with respect to the 2021 Notes.

7. DENOMINATIONS, TRANSFER, EXCHANGE. The 2021 Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of 2021 Notes may be registered and 2021 Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuers may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuers need not exchange or register the transfer of any 2021 Note or portion of a 2021 Note selected for redemption or tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer, an Asset Sale Offer or other tender offer, in whole or in part, except for the unredeemed portion of any 2021 Note being redeemed in part. Also, the Issuers need not exchange or register the transfer of any 2021 Notes for a period of 15 days before a selection of 2021 Notes to be redeemed.

8. PERSONS DEEMED OWNERS. The registered Holder of a 2021 Note may be treated as its owner for all purposes.

9. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the 2021 Notes or the related Note Guarantees may be amended or supplemented as provided in the Indenture.

10. DEFAULTS AND REMEDIES. The Events of Default relating to the 2021 Notes are defined in Section 6.01 of the Base Indenture. Upon the occurrence of an Event of Default relating to the 2021 Notes, the rights and obligations of the Issuers, the Guarantors, the Trustee and the Holders of the 2021 Notes shall be as set forth in the applicable provisions of the Indenture.

11. AUTHENTICATION. This 2021 Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

12. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders of the 2021 Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes representing 2021 Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of June 1, 2016, among the Fincos and the representatives of the initial purchasers set forth therein (as supplemented, the "Registration Rights Agreement"), including the right to receive Special Interest.

13. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE 2021 NOTES AND THE NOTE GUARANTEES.

14. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP and ISIN numbers and/or similar numbers to be printed on the 2021 Notes and the Trustee may use CUSIP and ISIN numbers and/or similar numbers in notices of redemption as a convenience to Holders of the 2021 Notes. No representation is made as to the accuracy of such numbers either as printed on the 2021 Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to the Issuers at the following address:

c/o Dell Inc.
One Dell Way
Round Rock, Texas 78682
Fax No.: (512) 283-0544
Attention: Janet B. Wright
Email: Janet_Wright@Dell.com

15. SECURITY. The 2021 Notes and the related Note Guarantees shall be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Security Documents. The Trustee and the Notes Collateral Agent, as the case may be, shall hold the Collateral in trust for the benefit of the Holders of the 2021 Notes, in each case pursuant to the Security Documents and the Intercreditor Agreements. Each Holder of the 2021 Notes, by accepting this 2021 Note, consents and agrees to the terms of the Security Documents (including the provisions providing for the foreclosure and release of Collateral) and the Intercreditor Agreements as the same may be in effect or may be amended from time to time in accordance with their terms and the Indenture and authorizes and directs the Notes Collateral Agent to enter into the Security Documents and the Intercreditor Agreements on the Escrow Release Date, and at any time after Escrow Release Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith.

ASSIGNMENT FORM

To assign this 2021 Note, fill in the form below:

(I) or (we) assign and transfer this 2021 Note to: _____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____

to transfer this 2021 Note on the books of the Issuers. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this 2021 Note)

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this 2021 Note purchased by the Issuers pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

[ ] Section 4.10 [ ] Section 4.14

If you want to elect to have only part of this 2021 Note purchased by the Issuers pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

$

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this 2021 Note)

Tax Identification No.: _____

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Note Custodian

* This schedule should be included only if the 2021 Note is issued in global form.

Exhibit 4.19

EXECUTION VERSION

2023 NOTES SUPPLEMENTAL INDENTURE NO. 1

This 2023 NOTES SUPPLEMENTAL INDENTURE NO. 1, dated June 1, 2016 (this "2023 Notes Supplemental Indenture"), is made and entered into among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Notes Collateral Agent"). Capitalized terms used herein and not otherwise defined have the meanings set forth in the Base Indenture referred to below.

RECITALS

A. Section 9.01 of the Base Indenture, dated June 1, 2016, among the Fincos, the Trustee and the Notes Collateral Agent (the "Base Indenture" and, together with this 2023 Notes Supplemental Indenture, the "Indenture") provides that, without the consent of Holders of any series of Notes, the Fincos, the Trustee and the Notes Collateral Agent may enter into a supplemental indenture to the Base Indenture to establish the form or terms of Initial Notes of any series pursuant to Section 2.01 of the Base Indenture.

B. The Fincos desire to issue $3,750,000,000 aggregate principal amount of 5.450% First Lien Notes due 2023 (the "2023 Notes"), and in connection therewith, the Fincos have duly determined to make, execute and deliver to the Trustee this 2023 Notes Supplemental Indenture to set forth the terms and provisions of the 2023 Notes as required by the Base Indenture. This 2023 Notes Supplemental Indenture shall supplement the Base Indenture insofar as it will apply only to the 2023 Notes issued hereunder (and not to any other series of Notes).

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows for the benefit of the Trustee and the Holders of the 2023 Notes:

Section 1. 2023 Notes. Pursuant to Section 2.01 of the Base Indenture, the terms and provisions of the 2023 Notes are as follows:

(a) The title of the 2023 Notes shall be "5.450% First Lien Notes due 2023."

(b) The 2023 Notes shall be initially limited to $3,750,000,000 aggregate principal amount. Subject to compliance with Section 4.12 of the Base Indenture, the Issuers may, without the consent of the Holders of the 2023 Notes, increase such aggregate principal amount in the future, on the same terms and conditions, except for any differences in the issue date, issue price and, if applicable, the first Interest Payment Date and the first date from which interest will accrue. The 2023 Notes issued originally hereunder and any additional Notes of such series subsequently issued, shall be treated as a single class for purposes of the Indenture, including waivers, amendments, redemptions and offers to purchase; provided that if any such additional Notes are not fungible with the Initial Notes of such series for U.S. federal income tax purposes, such additional Notes of such series will have a separate CUSIP number and ISIN number from the Initial Notes of such series.

(c) The price at which the 2023 Notes shall be issued to the public is 99.957%.

(d) The Stated Maturity for the 2023 Notes shall be on June 15, 2023. The 2023 Notes shall not require any principal or premium payments prior to the Stated Maturity.

(e) The rate at which the 2023 Notes shall bear interest shall be 5.450% per annum (the "Original Interest Rate"), as set forth in Section 1 of the form of 2023 Note attached hereto as Exhibit A, subject to adjustment pursuant to this clause (e) and in Section 2 of the form of 2023 Note attached hereto as Exhibit A. Interest on the 2023 Notes shall accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be December 15, 2016. Each June 15 and December 15 in each year, commencing December 15, 2016, shall be an Interest Payment Date for the 2023 Notes. The June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding an Interest Payment Date shall be the Record Date for the interest payable on such Interest Payment Date, even if such 2023 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. If an Interest Payment Date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and no interest on such payment will accrue in respect of the delay. The Issuers shall pay interest on overdue principal at a rate equal to the then applicable interest rate on the 2023 Notes to the extent lawful, and the Issuers shall pay interest on overdue installments of interest at the same rate to the extent lawful. In addition, the Issuers shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. All references in the Indenture, in any context, to any interest or other amount payable on or with respect to the 2023 Notes shall be deemed to include any Special Interest required to be paid pursuant to the Registration Rights Agreement.

The interest rate payable on the 2023 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2023 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2023 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this clause (e) and Section 2 of the form of 2023 Note attached hereto as Exhibit A.

If the rating of the 2023 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2023 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	**Percentage**
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2023 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2023 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2023 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2023 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2023 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2023 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2023 Notes, any increase or decrease in the interest rate on the 2023 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2023 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2023 Notes, the interest rate on the 2023 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2023 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2023 Notes or make a rating of the 2023 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2023 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2023 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2023 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2023 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2023 Notes.

If at any time the interest rate on the 2023 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2023 Notes, the interest rate on the 2023 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2023 Notes equals the interest rate on the 2023 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2023 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2023 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2023 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2023 Notes will be decreased to the interest rate on the 2023 Notes prior to any adjustments made pursuant to this clause (e) and Section 2 of the form of 2023 Note attached hereto as Exhibit A.

Any increase or decrease in the interest rate described in this clause (e) and Section 2 of the form of 2023 Note attached hereto as Exhibit A shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2023 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2023 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2023 Notes is increased as set forth in this clause (e) and Section 2 of the form of 2023 Note attached hereto as Exhibit A, the term "interest", as used in the Indenture with respect to the 2023 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

(f) Payments of principal of, premium and Special Interest, if any, and interest on the 2023 Notes represented by one or more Global Notes initially registered in the name of The Depository Trust Company (the "Depositary") or its nominee with respect to the 2023 Notes shall be made by the Issuers through the Trustee in immediately available funds to the Depositary or its nominee, as the case may be.

(g) The 2023 Notes shall be redeemable in accordance with the terms and provisions set forth in Section 2 hereof and (to the extent they do not conflict with Section 2 hereof) the terms and provisions of Article 3 of the Base Indenture.

(h) There shall be no mandatory sinking fund for the payments of the 2023 Notes.

(i) The 2023 Notes shall be represented by one or more Global Notes deposited with the Depositary and registered in the name of the nominee of the Depositary. The 2023 Notes, including the form of the certificate of authentication, shall be substantially in the form attached hereto as Exhibit A, the terms of which are incorporated by reference in this 2023 Notes Supplemental Indenture.

(j) The Bank of New York Mellon Trust Company, N.A. shall be the Trustee for the 2023 Notes.

(k) Articles 10 and 12 of the Base Indenture shall apply to the 2023 Notes.

(l) To the extent not set forth otherwise herein, the provisions of Article 2 of the Base Indenture are applicable.

Section 2. Optional Redemption of the 2023 Notes.

(a) Prior to April 15, 2023 (the "2023 Notes Par Call Date"), the 2023 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at the Redemption Price equal to the greater of:

(i) 100% of the principal amount of the 2023 Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued as of the Redemption Date) that would be due if the 2023 Notes matured on the 2023 Notes Par Call Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points;

plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date. Notwithstanding the foregoing, installments of interest on the 2023 Notes to be redeemed that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the relevant Record Date.

(b) At any time and from time to time on or after the 2023 Notes Par Call Date, the 2023 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at a Redemption Price equal to 100% of the principal amount of the 2023 Notes being redeemed plus accrued and unpaid interest on such 2023 Notes, if any, to, but excluding, the Redemption Date.

(c) A notice of redemption need not set forth the exact Redemption Price but only the manner of calculation thereof.

Any redemption pursuant to this Section 2 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Base Indenture.

Section 3. Definitions.

(a) "Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the 2023 Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2023 Notes.

(b) "Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of four Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

(c) "Quotation Agent" means each Reference Treasury Dealer appointed by the Issuers.

(d) "Reference Treasury Dealer" means (i) Barclays Capital Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., J.P. Morgan Securities LLC, and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates that are Primary Treasury Dealers); provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a "Primary Treasury Dealer"), the Issuers will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Issuers.

(e) "Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

(f) "Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

Section 4. Governing Law. THIS 2023 NOTES SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts. The parties may sign any number of copies of this 2023 Notes Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 6. Trustee Not Responsible for Recitals or Issuance of 2023 Notes. The recitals contained herein and in the 2023 Notes, except the Trustee's certificates of authentication, shall be taken as the statements of the Fincos, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this 2023 Notes Supplemental Indenture or of the 2023 Notes. The Trustee shall not be accountable for the use or application by the Issuers of 2023 Notes or the proceeds thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written:

DIAMOND 1 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

DIAMOND 2 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Trustee and Notes Collateral Agent

By: /s/ R. Tarnas
Name: R. Tarnas
Title: Vice President

[Face of 2023 Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Legend, if applicable pursuant to the provisions of the Indenture]

CUSIP [ ]
ISIN [ ][1]

[RULE 144A][REGULATION S] [GLOBAL] NOTE
representing up to
$[ ]
5.450% First Lien Notes due 2023

No. [$]

DIAMOND 1 FINANCE CORPORATION
and
DIAMOND 2 FINANCE CORPORATION

promise to pay to CEDE & CO. or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of United States Dollars] on June 15, 2023.

Interest Payment Dates: June 15 and December 15

Record Dates: June 1 and December 1

1 Rule 144A Note CUSIP: 25272K AG8
Rule 144A Note ISIN: US25272KAG85
Regulation S Note CUSIP: U2526D AC3
Regulation S Note ISIN: USU2526DAC30

IN WITNESS HEREOF, the Issuers have caused this instrument to be duly executed.

Dated:

DIAMOND 1 FINANCE CORPORATION

By: _____
Name:
Title:

DIAMOND 2 FINANCE CORPORATION

By: _____
Name:
Title:

This is one of the 2023 Notes referred to in the within-mentioned Indenture:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated:

By: _____
Authorized Signatory

[Back of 2023 Note]

5.450% First Lien Notes due 2023

Capitalized terms used herein shall have the meanings assigned to them in the Base Indenture referred to below unless otherwise indicated.

1. INTEREST. Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), and Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), promise to pay interest on the principal amount of this 2023 Note, subject to adjustment pursuant to Section 2 of this 2023 Note, at 5.450% per annum (the "Original Interest Rate"), from June 1, 2016 until Maturity and shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. Upon consummation of the Transactions, (x) Finco 1 will merge with and into Dell International and Dell International will assume the obligations of Finco 1 pursuant to the Effective Date Issuers Supplemental Indenture and (y) Finco 2 will merge with and into EMC and EMC will assume the obligations of Finco 2 pursuant to the Effective Date Issuers Supplemental Indenture, in each case under this 2023 Note. The Issuers shall pay interest and Special Interest, if any, semi-annually in arrears on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the 2023 Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be December 15, 2016. The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the 2023 Notes to the extent lawful; the Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Special Interest, if any, from time to time on demand at the interest rate on the 2023 Notes. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on the 2023 Notes will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application. This note is one of the series designated on the face hereof (individually, a "2023 Note" and, collectively, the "2023 Notes").

2. INTEREST RATE ADJUSTMENT. The interest rate payable on the 2023 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2023 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2023 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this Section 2 or Section 1(e) of the 2023 Notes Supplemental Indenture (as defined below).

If the rating of the 2023 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2023 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	Percentage
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	Percentage
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2023 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2023 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2023 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2023 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2023 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2023 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2023 Notes, any increase or decrease in the interest rate on the 2023 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2023 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2023 Notes, the interest rate on the 2023 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2023 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2023 Notes or make a rating of the 2023 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2023 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2023 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2023 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2023 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2023 Notes.

If at any time the interest rate on the 2023 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2023 Notes, the interest rate on the 2023 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2023 Notes equals the interest rate on the 2023 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2023 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2023 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2023 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2023 Notes will be decreased to the interest rate on the 2023 Notes prior to any adjustments made pursuant to this Section 2 or Section 1(e) of the 2023 Notes Supplemental Indenture.

Any increase or decrease in the interest rate described in this Section 2 or Section 1(e) of the 2023 Notes Supplemental Indenture shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2023 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2023 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2023 Notes is increased as set forth in this Section 2 and Section 1(e) of the 2023 Notes Supplemental Indenture, the term "interest", as used in the Indenture with respect to the 2023 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

3. METHOD OF PAYMENT. The Issuers will pay interest on the 2023 Notes and Special Interest, if any, to the Persons who are registered Holders of the 2023 Notes at the close of business (if applicable) on the June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding the Interest Payment Date, even if such 2023 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. Payment of interest and Special Interest, if any, may be made by check mailed to the Holders of the 2023 Notes at their addresses set forth in the register of Holders, provided

that all payments of principal of and interest and premium and Special Interest, if any, with respect to the 2023 Notes represented by one or more Global Notes will be made in accordance with DTC's applicable procedures. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

4. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuers may change any Paying Agent or Registrar without notice to the Holders. Denali or any of its Subsidiaries may act in any such capacity.

5. INDENTURE. The Issuers issued the 2023 Notes under the Base Indenture, dated as of June 1, 2016 (the "Base Indenture"), among the Fincos, the Trustee and The Bank of New York Mellon Trust Company, N.A., as notes collateral agent (the "Notes Collateral Agent"), as supplemented by the 2023 Notes Supplemental Indenture No. 1, dated as of June 1, 2016 (the "2023 Notes Supplemental Indenture", and, together with the Base Indenture, the "Indenture"), among the Fincos, the Trustee and the Notes Collateral Agent. This 2023 Note is one of a duly authorized issue of notes of the Issuers designated as their 5.450% First Lien Notes due 2023. The Issuers shall be entitled to issue Additional Notes constituting 2023 Notes pursuant to Sections 2.01 and 4.12 of the Base Indenture and Section 1(b) of the 2023 Notes Supplemental Indenture. The terms of the 2023 Notes include those stated in the Indenture. The 2023 Notes are subject to all such terms, and Holders of the 2023 Notes are referred to the Indenture for a statement of such terms. To the extent any provision of this 2023 Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

6. REDEMPTION AND REPURCHASE. The 2023 Notes are subject to optional and special mandatory redemption, and may be the subject of a Change of Control Offer and an Asset Sale Offer, as further described in the Indenture. Except as provided in Section 3.10 of the Base Indenture, the Issuers shall not be required to make any mandatory redemption or sinking fund payments with respect to the 2023 Notes.

7. DENOMINATIONS, TRANSFER, EXCHANGE. The 2023 Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of 2023 Notes may be registered and 2023 Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuers may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuers need not exchange or register the transfer of any 2023 Note or portion of a 2023 Note selected for redemption or tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer, an Asset Sale Offer or other tender offer, in whole or in part, except for the unredeemed portion of any 2023 Note being redeemed in part. Also, the Issuers need not exchange or register the transfer of any 2023 Notes for a period of 15 days before a selection of 2023 Notes to be redeemed.

8. PERSONS DEEMED OWNERS. The registered Holder of a 2023 Note may be treated as its owner for all purposes.

9. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the 2023 Notes or the related Note Guarantees may be amended or supplemented as provided in the Indenture.

10. DEFAULTS AND REMEDIES. The Events of Default relating to the 2023 Notes are defined in Section 6.01 of the Base Indenture. Upon the occurrence of an Event of Default relating to the 2023 Notes, the rights and obligations of the Issuers, the Guarantors, the Trustee and the Holders of the 2023 Notes shall be as set forth in the applicable provisions of the Indenture.

11. AUTHENTICATION. This 2023 Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

12. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders of the 2023 Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes representing 2023 Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of June 1, 2016, among the Fincos and the representatives of the initial purchasers set forth therein (as supplemented, the "Registration Rights Agreement"), including the right to receive Special Interest.

13. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE 2023 NOTES AND THE NOTE GUARANTEES.

14. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP and ISIN numbers and/or similar numbers to be printed on the 2023 Notes and the Trustee may use CUSIP and ISIN numbers and/or similar numbers in notices of redemption as a convenience to Holders of the 2023 Notes. No representation is made as to the accuracy of such numbers either as printed on the 2023 Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to the Issuers at the following address:

c/o Dell Inc.
One Dell Way
Round Rock, Texas 78682
Fax No.: (512) 283-0544
Attention: Janet B. Wright
Email: Janet_Wright@Dell.com

15. SECURITY. The 2023 Notes and the related Note Guarantees shall be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Security Documents. The Trustee and the Notes Collateral Agent, as the case may be, shall hold the Collateral in trust for the benefit of the Holders of the 2023 Notes, in each case pursuant to the Security Documents and the Intercreditor Agreements. Each Holder of the 2023 Notes, by accepting this 2023 Note, consents and agrees to the terms of the Security Documents (including the provisions providing for the foreclosure and release of Collateral) and the Intercreditor Agreements as the same may be in effect or may be amended from time to time in accordance with their terms and the Indenture and authorizes and directs the Notes Collateral Agent to enter into the Security Documents and the Intercreditor Agreements on the Escrow Release Date, and at any time after Escrow Release Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith.

ASSIGNMENT FORM

To assign this 2023 Note, fill in the form below:

(I) or (we) assign and transfer this 2023 Note to: _____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____

to transfer this 2023 Note on the books of the Issuers. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this 2023 Note)

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this 2023 Note purchased by the Issuers pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

[ ] Section 4.10 [ ] Section 4.14

If you want to elect to have only part of this 2023 Note purchased by the Issuers pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

$

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this 2023 Note)

Tax Identification No.: _____

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Note Custodian

* This schedule should be included only if the 2023 Note is issued in global form.

Exhibit 4.21

EXECUTION VERSION

2026 NOTES SUPPLEMENTAL INDENTURE NO. 1

This 2026 NOTES SUPPLEMENTAL INDENTURE NO. 1, dated June 1, 2016 (this "2026 Notes Supplemental Indenture"), is made and entered into among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Notes Collateral Agent"). Capitalized terms used herein and not otherwise defined have the meanings set forth in the Base Indenture referred to below.

RECITALS

A. Section 9.01 of the Base Indenture, dated June 1, 2016, among the Fincos, the Trustee and the Notes Collateral Agent (the "Base Indenture" and, together with this 2026 Notes Supplemental Indenture, the "Indenture") provides that, without the consent of Holders of any series of Notes, the Fincos, the Trustee and the Notes Collateral Agent may enter into a supplemental indenture to the Base Indenture to establish the form or terms of Initial Notes of any series pursuant to Section 2.01 of the Base Indenture.

B. The Fincos desire to issue $4,500,000,000 aggregate principal amount of 6.020% First Lien Notes due 2026 (the "2026 Notes"), and in connection therewith, the Fincos have duly determined to make, execute and deliver to the Trustee this 2026 Notes Supplemental Indenture to set forth the terms and provisions of the 2026 Notes as required by the Base Indenture. This 2026 Notes Supplemental Indenture shall supplement the Base Indenture insofar as it will apply only to the 2026 Notes issued hereunder (and not to any other series of Notes).

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows for the benefit of the Trustee and the Holders of the 2026 Notes:

Section 1. 2026 Notes. Pursuant to Section 2.01 of the Base Indenture, the terms and provisions of the 2026 Notes are as follows:

(a) The title of the 2026 Notes shall be "6.020% First Lien Notes due 2026."

(b) The 2026 Notes shall be initially limited to $4,500,000,000 aggregate principal amount. Subject to compliance with Section 4.12 of the Base Indenture, the Issuers may, without the consent of the Holders of the 2026 Notes, increase such aggregate principal amount in the future, on the same terms and conditions, except for any differences in the issue date, issue price and, if applicable, the first Interest Payment Date and the first date from which interest will accrue. The 2026 Notes issued originally hereunder and any additional Notes of such series subsequently issued, shall be treated as a single class for purposes of the Indenture, including waivers, amendments, redemptions and offers to purchase; provided that if any such additional Notes are not fungible with the Initial Notes of such series for U.S. federal income tax purposes, such additional Notes of such series will have a separate CUSIP number and ISIN number from the Initial Notes of such series.

(c) The price at which the 2026 Notes shall be issued to the public is 99.952%.

(d) The Stated Maturity for the 2026 Notes shall be on June 15, 2026. The 2026 Notes shall not require any principal or premium payments prior to the Stated Maturity.

(e) The rate at which the 2026 Notes shall bear interest shall be 6.020% per annum (the "Original Interest Rate"), as set forth in Section 1 of the form of 2026 Note attached hereto as Exhibit A, subject to adjustment pursuant to this clause (e) and in Section 2 of the form of 2026 Note attached hereto as Exhibit A. Interest on the 2026 Notes shall accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be December 15, 2016. Each June 15 and December 15 in each year, commencing December 15, 2016, shall be an Interest Payment Date for the 2026 Notes. The June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding an Interest Payment Date shall be the Record Date for the interest payable on such Interest Payment Date, even if such 2026 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. If an Interest Payment Date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and no interest on such payment will accrue in respect of the delay. The Issuers shall pay interest on overdue principal at a rate equal to the then applicable interest rate on the 2026 Notes to the extent lawful, and the Issuers shall pay interest on overdue installments of interest at the same rate to the extent lawful. In addition, the Issuers shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. All references in the Indenture, in any context, to any interest or other amount payable on or with respect to the 2026 Notes shall be deemed to include any Special Interest required to be paid pursuant to the Registration Rights Agreement.

The interest rate payable on the 2026 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2026 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2026 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this clause (e) and Section 2 of the form of 2026 Note attached hereto as Exhibit A.

If the rating of the 2026 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2026 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	**Percentage**
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2026 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2026 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2026 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2026 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2026 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2026 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2026 Notes, any increase or decrease in the interest rate on the 2026 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2026 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2026 Notes, the interest rate on the 2026 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2026 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2026 Notes or make a rating of the 2026 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2026 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2026 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2026 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2026 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2026 Notes.

If at any time the interest rate on the 2026 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2026 Notes, the interest rate on the 2026 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2026 Notes equals the interest rate on the 2026 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2026 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2026 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2026 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2026 Notes will be decreased to the interest rate on the 2026 Notes prior to any adjustments made pursuant to this clause (e) and Section 2 of the form of 2026 Note attached hereto as Exhibit A.

Any increase or decrease in the interest rate described in this clause (e) and Section 2 of the form of 2026 Note attached hereto as Exhibit A shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2026 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2026 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2026 Notes is increased as set forth in this clause (e) and Section 2 of the form of 2026 Note attached hereto as Exhibit A, the term "interest", as used in the Indenture with respect to the 2026 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

(f) Payments of principal of, premium and Special Interest, if any, and interest on the 2026 Notes represented by one or more Global Notes initially registered in the name of The Depository Trust Company (the "Depositary") or its nominee with respect to the 2026 Notes shall be made by the Issuers through the Trustee in immediately available funds to the Depositary or its nominee, as the case may be.

(g) The 2026 Notes shall be redeemable in accordance with the terms and provisions set forth in Section 2 hereof and (to the extent they do not conflict with Section 2 hereof) the terms and provisions of Article 3 of the Base Indenture.

(h) There shall be no mandatory sinking fund for the payments of the 2026 Notes.

(i) The 2026 Notes shall be represented by one or more Global Notes deposited with the Depositary and registered in the name of the nominee of the Depositary. The 2026 Notes, including the form of the certificate of authentication, shall be substantially in the form attached hereto as Exhibit A, the terms of which are incorporated by reference in this 2026 Notes Supplemental Indenture.

(j) The Bank of New York Mellon Trust Company, N.A. shall be the Trustee for the 2026 Notes.

(k) Articles 10 and 12 of the Base Indenture shall apply to the 2026 Notes.

(l) To the extent not set forth otherwise herein, the provisions of Article 2 of the Base Indenture are applicable.

Section 2. Optional Redemption of the 2026 Notes.

(a) Prior to March 15, 2026 (the "2026 Notes Par Call Date"), the 2026 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at the Redemption Price equal to the greater of:

(i) 100% of the principal amount of the 2026 Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued as of the Redemption Date) that would be due if the 2026 Notes matured on the 2026 Notes Par Call Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points;

plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date. Notwithstanding the foregoing, installments of interest on the 2026 Notes to be redeemed that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the relevant Record Date.

(b) At any time and from time to time on or after the 2026 Notes Par Call Date, the 2026 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at a Redemption Price equal to 100% of the principal amount of the 2026 Notes being redeemed plus accrued and unpaid interest on such 2026 Notes, if any, to, but excluding, the Redemption Date.

(c) A notice of redemption need not set forth the exact Redemption Price but only the manner of calculation thereof.

Any redemption pursuant to this Section 2 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Base Indenture.

Section 3. Definitions.

(a) "Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the 2026 Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2026 Notes.

(b) "Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of four Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

(c) "Quotation Agent" means each Reference Treasury Dealer appointed by the Issuers.

(d) "Reference Treasury Dealer" means (i) Barclays Capital Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., J.P. Morgan Securities LLC, and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates that are Primary Treasury Dealers); provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a "Primary Treasury Dealer"), the Issuers will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Issuers.

(e) "Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

(f) "Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

Section 4. Governing Law. THIS 2026 NOTES SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts. The parties may sign any number of copies of this 2026 Notes Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 6. Trustee Not Responsible for Recitals or Issuance of 2026 Notes. The recitals contained herein and in the 2026 Notes, except the Trustee's certificates of authentication, shall be taken as the statements of the Fincos, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this 2026 Notes Supplemental Indenture or of the 2026 Notes. The Trustee shall not be accountable for the use or application by the Issuers of 2026 Notes or the proceeds thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written:

DIAMOND 1 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

DIAMOND 2 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and Notes Collateral Agent

By: /s/ R. Tarnas
Name: R. Tarnas
Title: Vice President

[Face of 2026 Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Legend, if applicable pursuant to the provisions of the Indenture]

CUSIP [ ]
ISIN [ ][1]

[RULE 144A][REGULATION S] [GLOBAL] NOTE
representing up to
$[ ]
6.020% First Lien Notes due 2026

No. [$]

DIAMOND 1 FINANCE CORPORATION
and
DIAMOND 2 FINANCE CORPORATION

promise to pay to CEDE & CO. or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of United States Dollars] on June 15, 2026.

Interest Payment Dates: June 15 and December 15

Record Dates: June 1 and December 1

1 Rule 144A Note CUSIP: 25272K AK9
Rule 144A Note ISIN: US25272KAK97
Regulation S Note CUSIP: U2526D AD1
Regulation S Note ISIN: USU2526DAD13

IN WITNESS HEREOF, the Issuers have caused this instrument to be duly executed.

Dated:

DIAMOND 1 FINANCE CORPORATION

By: _____
Name:
Title:

DIAMOND 2 FINANCE CORPORATION

By: _____
Name:
Title:

This is one of the 2026 Notes referred to in the within-mentioned Indenture:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated:

By: _____
Authorized Signatory

[Back of 2026 Note]

6.020% First Lien Notes due 2026

Capitalized terms used herein shall have the meanings assigned to them in the Base Indenture referred to below unless otherwise indicated.

1. INTEREST. Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), and Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), promise to pay interest on the principal amount of this 2026 Note, subject to adjustment pursuant to Section 2 of this 2026 Note, at 6.020% per annum (the "Original Interest Rate"), from June 1, 2016 until Maturity and shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. Upon consummation of the Transactions, (x) Finco 1 will merge with and into Dell International and Dell International will assume the obligations of Finco 1 pursuant to the Effective Date Issuers Supplemental Indenture and (y) Finco 2 will merge with and into EMC and EMC will assume the obligations of Finco 2 pursuant to the Effective Date Issuers Supplemental Indenture, in each case under this 2026 Note. The Issuers shall pay interest and Special Interest, if any, semi-annually in arrears on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the 2026 Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be December 15, 2016. The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the 2026 Notes to the extent lawful; the Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Special Interest, if any, from time to time on demand at the interest rate on the 2026 Notes. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on the 2026 Notes will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application. This note is one of the series designated on the face hereof (individually, a "2026 Note" and, collectively, the "2026 Notes").

2. INTEREST RATE ADJUSTMENT. The interest rate payable on the 2026 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2026 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2026 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this Section 2 or Section 1(e) of the 2026 Notes Supplemental Indenture (as defined below).

If the rating of the 2026 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2026 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	Percentage
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	Percentage
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2026 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2026 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2026 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2026 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2026 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2026 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2026 Notes, any increase or decrease in the interest rate on the 2026 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2026 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2026 Notes, the interest rate on the 2026 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2026 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2026 Notes or make a rating of the 2026 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2026 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2026 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2026 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2026 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2026 Notes.

If at any time the interest rate on the 2026 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2026 Notes, the interest rate on the 2026 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2026 Notes equals the interest rate on the 2026 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2026 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2026 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2026 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2026 Notes will be decreased to the interest rate on the 2026 Notes prior to any adjustments made pursuant to this Section 2 or Section 1(e) of the 2026 Notes Supplemental Indenture.

Any increase or decrease in the interest rate described in this Section 2 or Section 1(e) of the 2026 Notes Supplemental Indenture shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2026 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2026 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2026 Notes is increased as set forth in this Section 2 and Section 1(e) of the 2026 Notes Supplemental Indenture, the term "interest", as used in the Indenture with respect to the 2026 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

3. METHOD OF PAYMENT. The Issuers will pay interest on the 2026 Notes and Special Interest, if any, to the Persons who are registered Holders of the 2026 Notes at the close of business (if applicable) on the June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding the Interest Payment Date, even if such 2026 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. Payment of interest and Special Interest, if any, may be made by check mailed to the Holders of the 2026 Notes at their addresses set forth in the register of Holders, provided

that all payments of principal of and interest and premium and Special Interest, if any, with respect to the 2026 Notes represented by one or more Global Notes will be made in accordance with DTC's applicable procedures. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

4. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuers may change any Paying Agent or Registrar without notice to the Holders. Denali or any of its Subsidiaries may act in any such capacity.

5. INDENTURE. The Issuers issued the 2026 Notes under the Base Indenture, dated as of June 1, 2016 (the "Base Indenture"), among the Fincos, the Trustee and The Bank of New York Mellon Trust Company, N.A., as notes collateral agent (the "Notes Collateral Agent"), as supplemented by the 2026 Notes Supplemental Indenture No. 1, dated as of June 1, 2016 (the "2026 Notes Supplemental Indenture", and, together with the Base Indenture, the "Indenture"), among the Fincos, the Trustee and the Notes Collateral Agent. This 2026 Note is one of a duly authorized issue of notes of the Issuers designated as their 6.020% First Lien Notes due 2026. The Issuers shall be entitled to issue Additional Notes constituting 2026 Notes pursuant to Sections 2.01 and 4.12 of the Base Indenture and Section 1(b) of the 2026 Notes Supplemental Indenture. The terms of the 2026 Notes include those stated in the Indenture. The 2026 Notes are subject to all such terms, and Holders of the 2026 Notes are referred to the Indenture for a statement of such terms. To the extent any provision of this 2026 Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

6. REDEMPTION AND REPURCHASE. The 2026 Notes are subject to optional and special mandatory redemption, and may be the subject of a Change of Control Offer and an Asset Sale Offer, as further described in the Indenture. Except as provided in Section 3.10 of the Base Indenture, the Issuers shall not be required to make any mandatory redemption or sinking fund payments with respect to the 2026 Notes.

7. DENOMINATIONS, TRANSFER, EXCHANGE. The 2026 Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of 2026 Notes may be registered and 2026 Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuers may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuers need not exchange or register the transfer of any 2026 Note or portion of a 2026 Note selected for redemption or tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer, an Asset Sale Offer or other tender offer, in whole or in part, except for the unredeemed portion of any 2026 Note being redeemed in part. Also, the Issuers need not exchange or register the transfer of any 2026 Notes for a period of 15 days before a selection of 2026 Notes to be redeemed.

8. PERSONS DEEMED OWNERS. The registered Holder of a 2026 Note may be treated as its owner for all purposes.

9. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the 2026 Notes or the related Note Guarantees may be amended or supplemented as provided in the Indenture.

10. DEFAULTS AND REMEDIES. The Events of Default relating to the 2026 Notes are defined in Section 6.01 of the Base Indenture. Upon the occurrence of an Event of Default relating to the 2026 Notes, the rights and obligations of the Issuers, the Guarantors, the Trustee and the Holders of the 2026 Notes shall be as set forth in the applicable provisions of the Indenture.

11. AUTHENTICATION. This 2026 Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

12. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders of the 2026 Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes representing 2026 Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of June 1, 2016, among the Fincos and the representatives of the initial purchasers set forth therein (as supplemented, the "Registration Rights Agreement"), including the right to receive Special Interest.

13. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE 2026 NOTES AND THE NOTE GUARANTEES.

14. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP and ISIN numbers and/or similar numbers to be printed on the 2026 Notes and the Trustee may use CUSIP and ISIN numbers and/or similar numbers in notices of redemption as a convenience to Holders of the 2026 Notes. No representation is made as to the accuracy of such numbers either as printed on the 2026 Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to the Issuers at the following address:

c/o Dell Inc.
One Dell Way
Round Rock, Texas 78682
Fax No.: (512) 283-0544
Attention: Janet B. Wright
Email: Janet_Wright@Dell.com

15. SECURITY. The 2026 Notes and the related Note Guarantees shall be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Security Documents. The Trustee and the Notes Collateral Agent, as the case may be, shall hold the Collateral in trust for the benefit of the Holders of the 2026 Notes, in each case pursuant to the Security Documents and the Intercreditor Agreements. Each Holder of the 2026 Notes, by accepting this 2026 Note, consents and agrees to the terms of the Security Documents (including the provisions providing for the foreclosure and release of Collateral) and the Intercreditor Agreements as the same may be in effect or may be amended from time to time in accordance with their terms and the Indenture and authorizes and directs the Notes Collateral Agent to enter into the Security Documents and the Intercreditor Agreements on the Escrow Release Date, and at any time after Escrow Release Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith.

ASSIGNMENT FORM

To assign this 2026 Note, fill in the form below:

(I) or (we) assign and transfer this 2026 Note to: _____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____

to transfer this 2026 Note on the books of the Issuers. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this 2026 Note)

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this 2026 Note purchased by the Issuers pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

[ ] Section 4.10 [ ] Section 4.14

If you want to elect to have only part of this 2026 Note purchased by the Issuers pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

$

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this 2026 Note)

Tax Identification No.: _____

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Note Custodian

* This schedule should be included only if the 2026 Note is issued in global form.

Exhibit 4.23

EXECUTION VERSION

2036 NOTES SUPPLEMENTAL INDENTURE NO. 1

This 2036 NOTES SUPPLEMENTAL INDENTURE NO. 1, dated June 1, 2016 (this "2036 Notes Supplemental Indenture"), is made and entered into among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Notes Collateral Agent"). Capitalized terms used herein and not otherwise defined have the meanings set forth in the Base Indenture referred to below.

RECITALS

A. Section 9.01 of the Base Indenture, dated June 1, 2016, among the Fincos, the Trustee and the Notes Collateral Agent (the "Base Indenture" and, together with this 2036 Notes Supplemental Indenture, the "Indenture") provides that, without the consent of Holders of any series of Notes, the Fincos, the Trustee and the Notes Collateral Agent may enter into a supplemental indenture to the Base Indenture to establish the form or terms of Initial Notes of any series pursuant to Section 2.01 of the Base Indenture.

B. The Fincos desire to issue $1,500,000,000 aggregate principal amount of 8.100% First Lien Notes due 2036 (the "2036 Notes"), and in connection therewith, the Fincos have duly determined to make, execute and deliver to the Trustee this 2036 Notes Supplemental Indenture to set forth the terms and provisions of the 2036 Notes as required by the Base Indenture. This 2036 Notes Supplemental Indenture shall supplement the Base Indenture insofar as it will apply only to the 2036 Notes issued hereunder (and not to any other series of Notes).

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows for the benefit of the Trustee and the Holders of the 2036 Notes:

Section 1. 2036 Notes. Pursuant to Section 2.01 of the Base Indenture, the terms and provisions of the 2036 Notes are as follows:

(a) The title of the 2036 Notes shall be "8.100% First Lien Notes due 2036."

(b) The 2036 Notes shall be initially limited to $1,500,000,000 aggregate principal amount. Subject to compliance with Section 4.12 of the Base Indenture, the Issuers may, without the consent of the Holders of the 2036 Notes, increase such aggregate principal amount in the future, on the same terms and conditions, except for any differences in the issue date, issue price and, if applicable, the first Interest Payment Date and the first date from which interest will accrue. The 2036 Notes issued originally hereunder and any additional Notes of such series subsequently issued, shall be treated as a single class for purposes of the Indenture, including waivers, amendments, redemptions and offers to purchase; provided that if any such additional Notes are not fungible with the Initial Notes of such series for U.S. federal income tax purposes, such additional Notes of such series will have a separate CUSIP number and ISIN number from the Initial Notes of such series.

(c) The price at which the 2036 Notes shall be issued to the public is 99.927%.

(d) The Stated Maturity for the 2036 Notes shall be on July 15, 2036. The 2036 Notes shall not require any principal or premium payments prior to the Stated Maturity.

(e) The rate at which the 2036 Notes shall bear interest shall be 8.100% per annum (the "Original Interest Rate"), as set forth in Section 1 of the form of 2036 Note attached hereto as Exhibit A, subject to adjustment pursuant to this clause (e) and in Section 2 of the form of 2036 Note attached hereto as Exhibit A. Interest on the 2036 Notes shall accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be January 15, 2017. Each January 15 and July 15 in each year, commencing January 15, 2017, shall be an Interest Payment Date for the 2036 Notes. The January 1 or July 1 (whether or not a Business Day), as the case may be, immediately preceding an Interest Payment Date shall be the Record Date for the interest payable on such Interest Payment Date, even if such 2036 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. If an Interest Payment Date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and no interest on such payment will accrue in respect of the delay. The Issuers shall pay interest on overdue principal at a rate equal to the then applicable interest rate on the 2036 Notes to the extent lawful, and the Issuers shall pay interest on overdue installments of interest at the same rate to the extent lawful. In addition, the Issuers shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. All references in the Indenture, in any context, to any interest or other amount payable on or with respect to the 2036 Notes shall be deemed to include any Special Interest required to be paid pursuant to the Registration Rights Agreement.

The interest rate payable on the 2036 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2036 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2036 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this clause (e) and Section 2 of the form of 2036 Note attached hereto as Exhibit A.

If the rating of the 2036 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2036 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	**Percentage**
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2036 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2036 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2036 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2036 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2036 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2036 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2036 Notes, any increase or decrease in the interest rate on the 2036 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2036 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2036 Notes, the interest rate on the 2036 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2036 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2036 Notes or make a rating of the 2036 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2036 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2036 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2036 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2036 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2036 Notes.

If at any time the interest rate on the 2036 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2036 Notes, the interest rate on the 2036 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2036 Notes equals the interest rate on the 2036 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2036 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2036 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2036 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2036 Notes will be decreased to the interest rate on the 2036 Notes prior to any adjustments made pursuant to this clause (e) and Section 2 of the form of 2036 Note attached hereto as Exhibit A.

Any increase or decrease in the interest rate described in this clause (e) and Section 2 of the form of 2036 Note attached hereto as Exhibit A shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2036 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2036 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2036 Notes is increased as set forth in this clause (e) and Section 2 of the form of 2036 Note attached hereto as Exhibit A, the term "interest", as used in the Indenture with respect to the 2036 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

(f) Payments of principal of, premium and Special Interest, if any, and interest on the 2036 Notes represented by one or more Global Notes initially registered in the name of The Depository Trust Company (the "Depositary") or its nominee with respect to the 2036 Notes shall be made by the Issuers through the Trustee in immediately available funds to the Depositary or its nominee, as the case may be.

(g) The 2036 Notes shall be redeemable in accordance with the terms and provisions set forth in Section 2 hereof and (to the extent they do not conflict with Section 2 hereof) the terms and provisions of Article 3 of the Base Indenture.

(h) There shall be no mandatory sinking fund for the payments of the 2036 Notes.

(i) The 2036 Notes shall be represented by one or more Global Notes deposited with the Depositary and registered in the name of the nominee of the Depositary. The 2036 Notes, including the form of the certificate of authentication, shall be substantially in the form attached hereto as Exhibit A, the terms of which are incorporated by reference in this 2036 Notes Supplemental Indenture.

(j) The Bank of New York Mellon Trust Company, N.A. shall be the Trustee for the 2036 Notes.

(k) Articles 10 and 12 of the Base Indenture shall apply to the 2036 Notes.

(l) To the extent not set forth otherwise herein, the provisions of Article 2 of the Base Indenture are applicable.

Section 2. Optional Redemption of the 2036 Notes.

(a) Prior to January 15, 2036 (the "2036 Notes Par Call Date"), the 2036 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at the Redemption Price equal to the greater of:

(i) 100% of the principal amount of the 2036 Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued as of the Redemption Date) that would be due if the 2036 Notes matured on the 2036 Notes Par Call Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points;

plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date. Notwithstanding the foregoing, installments of interest on the 2036 Notes to be redeemed that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the relevant Record Date.

(b) At any time and from time to time on or after the 2036 Notes Par Call Date, the 2036 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at a Redemption Price equal to 100% of the principal amount of the 2036 Notes being redeemed plus accrued and unpaid interest on such 2036 Notes, if any, to, but excluding, the Redemption Date.

(c) A notice of redemption need not set forth the exact Redemption Price but only the manner of calculation thereof.

Any redemption pursuant to this Section 2 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Base Indenture.

Section 3. Definitions.

(a) "Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the 2036 Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2036 Notes.

(b) "Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of four Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

(c) "Quotation Agent" means each Reference Treasury Dealer appointed by the Issuers.

(d) "Reference Treasury Dealer" means (i) Barclays Capital Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., J.P. Morgan Securities LLC, and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates that are Primary Treasury Dealers); provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a "Primary Treasury Dealer"), the Issuers will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Issuers.

(e) "Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

(f) "Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

Section 4. Governing Law. THIS 2036 NOTES SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts. The parties may sign any number of copies of this 2036 Notes Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 6. Trustee Not Responsible for Recitals or Issuance of 2036 Notes. The recitals contained herein and in the 2036 Notes, except the Trustee's certificates of authentication, shall be taken as the statements of the Fincos, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this 2036 Notes Supplemental Indenture or of the 2036 Notes. The Trustee shall not be accountable for the use or application by the Issuers of 2036 Notes or the proceeds thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written:

DIAMOND 1 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

DIAMOND 2 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and Notes Collateral Agent

By: /s/ R. Tarnas
Name: R. Tarnas
Title: Vice President

[Face of 2036 Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Legend, if applicable pursuant to the provisions of the Indenture]

CUSIP [ ]
ISIN [ ][1]

[RULE 144A][REGULATION S] [GLOBAL] NOTE
representing up to
$[ ]
8.100% First Lien Notes due 2036

No. [$]

DIAMOND 1 FINANCE CORPORATION
and
DIAMOND 2 FINANCE CORPORATION

promise to pay to CEDE & CO. or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of United States Dollars] on July 15, 2036.

Interest Payment Dates: January 15 and July 15

Record Dates: January 1 and July 1

1 Rule 144A Note CUSIP: 25272K AN3
Rule 144A Note ISIN: US25272KAN37
Regulation S Note CUSIP: U2526D AE9
Regulation S Note ISIN: USU2526DAE95

IN WITNESS HEREOF, the Issuers have caused this instrument to be duly executed.

Dated:

DIAMOND 1 FINANCE CORPORATION

By: _____
Name:
Title:

DIAMOND 2 FINANCE CORPORATION

By: _____
Name:
Title:

This is one of the 2036 Notes referred to in the within-mentioned Indenture:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated:

By: _____
Authorized Signatory

[Back of 2036 Note]

8.100% First Lien Notes due 2036

Capitalized terms used herein shall have the meanings assigned to them in the Base Indenture referred to below unless otherwise indicated.

1. INTEREST. Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), and Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), promise to pay interest on the principal amount of this 2036 Note, subject to adjustment pursuant to Section 2 of this 2036 Note, at 8.100% per annum (the "Original Interest Rate"), from June 1, 2016 until Maturity and shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. Upon consummation of the Transactions, (x) Finco 1 will merge with and into Dell International and Dell International will assume the obligations of Finco 1 pursuant to the Effective Date Issuers Supplemental Indenture and (y) Finco 2 will merge with and into EMC and EMC will assume the obligations of Finco 2 pursuant to the Effective Date Issuers Supplemental Indenture, in each case under this 2036 Note. The Issuers shall pay interest and Special Interest, if any, semi-annually in arrears on January 15 and July 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the 2036 Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be January 15, 2017. The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the 2036 Notes to the extent lawful; the Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Special Interest, if any, from time to time on demand at the interest rate on the 2036 Notes. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on the 2036 Notes will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application. This note is one of the series designated on the face hereof (individually, a "2036 Note" and, collectively, the "2036 Notes").

2. INTEREST RATE ADJUSTMENT. The interest rate payable on the 2036 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2036 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2036 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this Section 2 or Section 1(e) of the 2036 Notes Supplemental Indenture (as defined below).

If the rating of the 2036 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2036 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	Percentage
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	Percentage
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2036 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2036 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2036 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2036 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2036 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2036 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2036 Notes, any increase or decrease in the interest rate on the 2036 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2036 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2036 Notes, the interest rate on the 2036 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2036 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2036 Notes or make a rating of the 2036 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2036 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2036 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2036 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2036 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2036 Notes.

If at any time the interest rate on the 2036 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2036 Notes, the interest rate on the 2036 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2036 Notes equals the interest rate on the 2036 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2036 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2036 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2036 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2036 Notes will be decreased to the interest rate on the 2036 Notes prior to any adjustments made pursuant to this Section 2 or Section 1(e) of the 2036 Notes Supplemental Indenture.

Any increase or decrease in the interest rate described in this Section 2 or Section 1(e) of the 2036 Notes Supplemental Indenture shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2036 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2036 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2036 Notes is increased as set forth in this Section 2 and Section 1(e) of the 2036 Notes Supplemental Indenture, the term "interest", as used in the Indenture with respect to the 2036 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

3. METHOD OF PAYMENT. The Issuers will pay interest on the 2036 Notes and Special Interest, if any, to the Persons who are registered Holders of the 2036 Notes at the close of business (if applicable) on the January 1 or July 1 (whether or not a Business Day), as the case may be, immediately preceding the Interest Payment Date, even if such 2036 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. Payment of interest and Special Interest, if any, may be made by check mailed to the Holders of the 2036 Notes at their addresses set forth in the register of Holders, provided

that all payments of principal of and interest and premium and Special Interest, if any, with respect to the 2036 Notes represented by one or more Global Notes will be made in accordance with DTC's applicable procedures. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

4. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuers may change any Paying Agent or Registrar without notice to the Holders. Denali or any of its Subsidiaries may act in any such capacity.

5. INDENTURE. The Issuers issued the 2036 Notes under the Base Indenture, dated as of June 1, 2016 (the "Base Indenture"), among the Fincos, the Trustee and The Bank of New York Mellon Trust Company, N.A., as notes collateral agent (the "Notes Collateral Agent"), as supplemented by the 2036 Notes Supplemental Indenture No. 1, dated as of June 1, 2016 (the "2036 Notes Supplemental Indenture", and, together with the Base Indenture, the "Indenture"), among the Fincos, the Trustee and the Notes Collateral Agent. This 2036 Note is one of a duly authorized issue of notes of the Issuers designated as their 8.100% First Lien Notes due 2036. The Issuers shall be entitled to issue Additional Notes constituting 2036 Notes pursuant to Sections 2.01 and 4.12 of the Base Indenture and Section 1(b) of the 2036 Notes Supplemental Indenture. The terms of the 2036 Notes include those stated in the Indenture. The 2036 Notes are subject to all such terms, and Holders of the 2036 Notes are referred to the Indenture for a statement of such terms. To the extent any provision of this 2036 Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

6. REDEMPTION AND REPURCHASE. The 2036 Notes are subject to optional and special mandatory redemption, and may be the subject of a Change of Control Offer and an Asset Sale Offer, as further described in the Indenture. Except as provided in Section 3.10 of the Base Indenture, the Issuers shall not be required to make any mandatory redemption or sinking fund payments with respect to the 2036 Notes.

7. DENOMINATIONS, TRANSFER, EXCHANGE. The 2036 Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of 2036 Notes may be registered and 2036 Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuers may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuers need not exchange or register the transfer of any 2036 Note or portion of a 2036 Note selected for redemption or tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer, an Asset Sale Offer or other tender offer, in whole or in part, except for the unredeemed portion of any 2036 Note being redeemed in part. Also, the Issuers need not exchange or register the transfer of any 2036 Notes for a period of 15 days before a selection of 2036 Notes to be redeemed.

8. PERSONS DEEMED OWNERS. The registered Holder of a 2036 Note may be treated as its owner for all purposes.

9. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the 2036 Notes or the related Note Guarantees may be amended or supplemented as provided in the Indenture.

10. DEFAULTS AND REMEDIES. The Events of Default relating to the 2036 Notes are defined in Section 6.01 of the Base Indenture. Upon the occurrence of an Event of Default relating to the 2036 Notes, the rights and obligations of the Issuers, the Guarantors, the Trustee and the Holders of the 2036 Notes shall be as set forth in the applicable provisions of the Indenture.

11. AUTHENTICATION. This 2036 Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

12. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders of the 2036 Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes representing 2036 Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of June 1, 2016, among the Fincos and the representatives of the initial purchasers set forth therein (as supplemented, the "Registration Rights Agreement"), including the right to receive Special Interest.

13. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE 2036 NOTES AND THE NOTE GUARANTEES.

14. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP and ISIN numbers and/or similar numbers to be printed on the 2036 Notes and the Trustee may use CUSIP and ISIN numbers and/or similar numbers in notices of redemption as a convenience to Holders of the 2036 Notes. No representation is made as to the accuracy of such numbers either as printed on the 2036 Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to the Issuers at the following address:

c/o Dell Inc.
One Dell Way
Round Rock, Texas 78682
Fax No.: (512) 283-0544
Attention: Janet B. Wright
Email: Janet_Wright@Dell.com

15. SECURITY. The 2036 Notes and the related Note Guarantees shall be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Security Documents. The Trustee and the Notes Collateral Agent, as the case may be, shall hold the Collateral in trust for the benefit of the Holders of the 2036 Notes, in each case pursuant to the Security Documents and the Intercreditor Agreements. Each Holder of the 2036 Notes, by accepting this 2036 Note, consents and agrees to the terms of the Security Documents (including the provisions providing for the foreclosure and release of Collateral) and the Intercreditor Agreements as the same may be in effect or may be amended from time to time in accordance with their terms and the Indenture and authorizes and directs the Notes Collateral Agent to enter into the Security Documents and the Intercreditor Agreements on the Escrow Release Date, and at any time after Escrow Release Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith.

ASSIGNMENT FORM

To assign this 2036 Note, fill in the form below:

(I) or (we) assign and transfer this 2036 Note to: _____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
to transfer this 2036 Note on the books of the Issuers. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this 2036 Note)

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this 2036 Note purchased by the Issuers pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

[ ] Section 4.10 [ ] Section 4.14

If you want to elect to have only part of this 2036 Note purchased by the Issuers pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

$

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this 2036 Note)

Tax Identification No.: _____

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Note Custodian

* This schedule should be included only if the 2036 Note is issued in global form.

Exhibit 4.25

EXECUTION VERSION

2046 NOTES SUPPLEMENTAL INDENTURE NO. 1

This 2046 NOTES SUPPLEMENTAL INDENTURE NO. 1, dated June 1, 2016 (this "2046 Notes Supplemental Indenture"), is made and entered into among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Notes Collateral Agent"). Capitalized terms used herein and not otherwise defined have the meanings set forth in the Base Indenture referred to below.

RECITALS

A. Section 9.01 of the Base Indenture, dated June 1, 2016, among the Fincos, the Trustee and the Notes Collateral Agent (the "Base Indenture" and, together with this 2046 Notes Supplemental Indenture, the "Indenture") provides that, without the consent of Holders of any series of Notes, the Fincos, the Trustee and the Notes Collateral Agent may enter into a supplemental indenture to the Base Indenture to establish the form or terms of Initial Notes of any series pursuant to Section 2.01 of the Base Indenture.

B. The Fincos desire to issue $2,000,000,000 aggregate principal amount of 8.350% First Lien Notes due 2046 (the "2046 Notes"), and in connection therewith, the Fincos have duly determined to make, execute and deliver to the Trustee this 2046 Notes Supplemental Indenture to set forth the terms and provisions of the 2046 Notes as required by the Base Indenture. This 2046 Notes Supplemental Indenture shall supplement the Base Indenture insofar as it will apply only to the 2046 Notes issued hereunder (and not to any other series of Notes).

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows for the benefit of the Trustee and the Holders of the 2046 Notes:

Section 1. 2046 Notes. Pursuant to Section 2.01 of the Base Indenture, the terms and provisions of the 2046 Notes are as follows:

(a) The title of the 2046 Notes shall be "8.350% First Lien Notes due 2046."

(b) The 2046 Notes shall be initially limited to $2,000,000,000 aggregate principal amount. Subject to compliance with Section 4.12 of the Base Indenture, the Issuers may, without the consent of the Holders of the 2046 Notes, increase such aggregate principal amount in the future, on the same terms and conditions, except for any differences in the issue date, issue price and, if applicable, the first Interest Payment Date and the first date from which interest will accrue. The 2046 Notes issued originally hereunder and any additional Notes of such series subsequently issued, shall be treated as a single class for purposes of the Indenture, including waivers, amendments, redemptions and offers to purchase; provided that if any such additional Notes are not fungible with the Initial Notes of such series for U.S. federal income tax purposes, such additional Notes of such series will have a separate CUSIP number and ISIN number from the Initial Notes of such series.

(c) The price at which the 2046 Notes shall be issued to the public is 99.920%.

(d) The Stated Maturity for the 2046 Notes shall be on July 15, 2046. The 2046 Notes shall not require any principal or premium payments prior to the Stated Maturity.

(e) The rate at which the 2046 Notes shall bear interest shall be 8.350% per annum (the "Original Interest Rate"), as set forth in Section 1 of the form of 2046 Note attached hereto as Exhibit A, subject to adjustment pursuant to this clause (e) and in Section 2 of the form of 2046 Note attached hereto as Exhibit A. Interest on the 2046 Notes shall accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be January 15, 2017. Each January 15 and July 15 in each year, commencing January 15, 2017, shall be an Interest Payment Date for the 2046 Notes. The January 1 or July 1 (whether or not a Business Day), as the case may be, immediately preceding an Interest Payment Date shall be the Record Date for the interest payable on such Interest Payment Date, even if such 2046 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. If an Interest Payment Date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and no interest on such payment will accrue in respect of the delay. The Issuers shall pay interest on overdue principal at a rate equal to the then applicable interest rate on the 2046 Notes to the extent lawful, and the Issuers shall pay interest on overdue installments of interest at the same rate to the extent lawful. In addition, the Issuers shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. All references in the Indenture, in any context, to any interest or other amount payable on or with respect to the 2046 Notes shall be deemed to include any Special Interest required to be paid pursuant to the Registration Rights Agreement.

The interest rate payable on the 2046 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2046 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2046 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this clause (e) and Section 2 of the form of 2046 Note attached hereto as Exhibit A.

If the rating of the 2046 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2046 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	**Percentage**
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2046 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2046 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2046 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2046 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2046 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2046 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2046 Notes, any increase or decrease in the interest rate on the 2046 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2046 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2046 Notes, the interest rate on the 2046 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2046 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2046 Notes or make a rating of the 2046 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2046 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2046 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2046 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2046 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2046 Notes.

If at any time the interest rate on the 2046 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2046 Notes, the interest rate on the 2046 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2046 Notes equals the interest rate on the 2046 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2046 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2046 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2046 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2046 Notes will be decreased to the interest rate on the 2046 Notes prior to any adjustments made pursuant to this clause (e) and Section 2 of the form of 2046 Note attached hereto as Exhibit A.

Any increase or decrease in the interest rate described in this clause (e) and Section 2 of the form of 2046 Note attached hereto as Exhibit A shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2046 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2046 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2046 Notes is increased as set forth in this clause (e) and Section 2 of the form of 2046 Note attached hereto as Exhibit A, the term "interest", as used in the Indenture with respect to the 2046 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

(f) Payments of principal of, premium and Special Interest, if any, and interest on the 2046 Notes represented by one or more Global Notes initially registered in the name of The Depository Trust Company (the "Depositary") or its nominee with respect to the 2046 Notes shall be made by the Issuers through the Trustee in immediately available funds to the Depositary or its nominee, as the case may be.

(g) The 2046 Notes shall be redeemable in accordance with the terms and provisions set forth in Section 2 hereof and (to the extent they do not conflict with Section 2 hereof) the terms and provisions of Article 3 of the Base Indenture.

(h) There shall be no mandatory sinking fund for the payments of the 2046 Notes.

(i) The 2046 Notes shall be represented by one or more Global Notes deposited with the Depositary and registered in the name of the nominee of the Depositary. The 2046 Notes, including the form of the certificate of authentication, shall be substantially in the form attached hereto as Exhibit A, the terms of which are incorporated by reference in this 2046 Notes Supplemental Indenture.

(j) The Bank of New York Mellon Trust Company, N.A. shall be the Trustee for the 2046 Notes.

(k) Articles 10 and 12 of the Base Indenture shall apply to the 2046 Notes.

(l) To the extent not set forth otherwise herein, the provisions of Article 2 of the Base Indenture are applicable.

Section 2. Optional Redemption of the 2046 Notes.

(a) Prior to January 15, 2046 (the "2046 Notes Par Call Date"), the 2046 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at the Redemption Price equal to the greater of:

(i) 100% of the principal amount of the 2046 Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued as of the Redemption Date) that would be due if the 2046 Notes matured on the 2046 Notes Par Call Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 50 basis points;

plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date. Notwithstanding the foregoing, installments of interest on the 2046 Notes to be redeemed that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the relevant Record Date.

(b) At any time and from time to time on or after the 2046 Notes Par Call Date, the 2046 Notes will be redeemable, at any time, in whole or from time to time in part, at the Issuers' option, at a Redemption Price equal to 100% of the principal amount of the 2046 Notes being redeemed plus accrued and unpaid interest on such 2046 Notes, if any, to, but excluding, the Redemption Date.

(c) A notice of redemption need not set forth the exact Redemption Price but only the manner of calculation thereof.

Any redemption pursuant to this Section 2 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Base Indenture.

Section 3. Definitions.

(a) "Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the 2046 Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2046 Notes.

(b) "Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of four Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

(c) "Quotation Agent" means each Reference Treasury Dealer appointed by the Issuers.

(d) "Reference Treasury Dealer" means (i) Barclays Capital Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., J.P. Morgan Securities LLC, and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates that are Primary Treasury Dealers); provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a "Primary Treasury Dealer"), the Issuers will substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Issuers.

(e) "Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

(f) "Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

Section 4. Governing Law. THIS 2046 NOTES SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts. The parties may sign any number of copies of this 2046 Notes Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 6. Trustee Not Responsible for Recitals or Issuance of 2046 Notes. The recitals contained herein and in the 2046 Notes, except the Trustee's certificates of authentication, shall be taken as the statements of the Fincos, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this 2046 Notes Supplemental Indenture or of the 2046 Notes. The Trustee shall not be accountable for the use or application by the Issuers of 2046 Notes or the proceeds thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written:

DIAMOND 1 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

DIAMOND 2 FINANCE CORPORATION

By: /s/ Janet B. Wright
Name: Janet B. Wright
Title: Vice-President & Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee and Notes Collateral Agent

By: /s/ R. Tarnas
Name: R. Tarnas
Title: Vice President

[Face of 2046 Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Legend, if applicable pursuant to the provisions of the Indenture]

CUSIP [ ]
ISIN [ ][1]

[RULE 144A][REGULATION S] [GLOBAL] NOTE
representing up to
$[ ]
8.350% First Lien Notes due 2046

No. [$]

DIAMOND 1 FINANCE CORPORATION
and
DIAMOND 2 FINANCE CORPORATION

promise to pay to CEDE & CO. or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of United States Dollars] on July 15, 2046.

Interest Payment Dates: January 15 and July 15

Record Dates: January 1 and July 1

1 Rule 144A Note CUSIP: 25272K AR4
Rule 144A Note ISIN: US25272KAR41
Regulation S Note CUSIP: U2526D AF6
Regulation S Note ISIN: USU2526DAF60

IN WITNESS HEREOF, the Issuers have caused this instrument to be duly executed.

Dated:

DIAMOND 1 FINANCE CORPORATION

By: _____
Name:
Title:

DIAMOND 2 FINANCE CORPORATION

By: _____
Name:
Title:

This is one of the 2046 Notes referred to in the within-mentioned Indenture:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Dated:

By: _____
Authorized Signatory

[Back of 2046 Note]

8.350% First Lien Notes due 2046

Capitalized terms used herein shall have the meanings assigned to them in the Base Indenture referred to below unless otherwise indicated.

1. INTEREST. Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1"), and Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2" and, together with Finco 1, the "Fincos"), promise to pay interest on the principal amount of this 2046 Note, subject to adjustment pursuant to Section 2 of this 2046 Note, at 8.350% per annum (the "Original Interest Rate"), from June 1, 2016 until Maturity and shall pay Special Interest, if any, payable pursuant to the Registration Rights Agreement. Upon consummation of the Transactions, (x) Finco 1 will merge with and into Dell International and Dell International will assume the obligations of Finco 1 pursuant to the Effective Date Issuers Supplemental Indenture and (y) Finco 2 will merge with and into EMC and EMC will assume the obligations of Finco 2 pursuant to the Effective Date Issuers Supplemental Indenture, in each case under this 2046 Note. The Issuers shall pay interest and Special Interest, if any, semi-annually in arrears on January 15 and July 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the 2046 Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from June 1, 2016; provided that the first Interest Payment Date shall be January 15, 2017. The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the 2046 Notes to the extent lawful; the Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Special Interest, if any, from time to time on demand at the interest rate on the 2046 Notes. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest rate on the 2046 Notes will in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States law of general application. This note is one of the series designated on the face hereof (individually, a "2046 Note" and, collectively, the "2046 Notes").

2. INTEREST RATE ADJUSTMENT. The interest rate payable on the 2046 Notes shall be subject to adjustment from time to time if either Moody's or S&P (or, if applicable, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuers under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a "Substitute Rating Agency")) downgrades (or subsequently upgrades) its rating assigned to the 2046 Notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an "Interest Rate Rating Agency," and together they are "Interest Rate Rating Agencies."

The Trustee shall not be responsible for monitoring the ratings of the 2046 Notes. The Issuers shall notify the Trustee in writing of any adjustment to the interest rate due to a ratings change pursuant to this Section 2 or Section 1(e) of the 2046 Notes Supplemental Indenture (as defined below).

If the rating of the 2046 Notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the 2046 Notes shall increase from the Original Interest Rate by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

Moody's Rating*	Percentage
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

S&P Rating*	Percentage
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the 2046 Notes, the following rules of interpretation will apply:

(1) if at any time less than two Interest Rate Rating Agencies provide a rating on the 2046 Notes for reasons not within the Issuers' control (i) the Issuers will use commercially reasonable efforts to obtain a rating on the 2046 Notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the 2046 Notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the 2046 Notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior secured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuers and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the 2046 Notes will increase or decrease, as the case may be, such that the interest rate equals the Original Interest Rate plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);

(2) for so long as only one Interest Rate Rating Agency provides a rating on the 2046 Notes, any increase or decrease in the interest rate on the 2046 Notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;

(3) if both Interest Rate Rating Agencies cease to provide a rating on the 2046 Notes for any reason, and no Substitute Rating Agency has provided a rating on the 2046 Notes, the interest rate on the 2046 Notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the 2046 Notes prior to any such adjustment;

(4) if Moody's or S&P ceases to rate the 2046 Notes or make a rating of the 2046 Notes publicly available for reasons within the Issuers' control, the Issuers will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the 2046 Notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the 2046 Notes, as the case may be;

(5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;

(6) in no event will the interest rate on the 2046 Notes be reduced to below the Original Interest Rate; and

(7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the 2046 Notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on the 2046 Notes.

If at any time the interest rate on the 2046 Notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the 2046 Notes, the interest rate on the 2046 Notes will again be adjusted (and decreased, if appropriate) such that the interest rate on the 2046 Notes equals the interest rate on the 2046 Notes prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the 2046 Notes (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the 2046 Notes to "Baa3" (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the 2046 Notes to "BBB–" (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on the 2046 Notes will be decreased to the interest rate on the 2046 Notes prior to any adjustments made pursuant to this Section 2 or Section 1(e) of the 2046 Notes Supplemental Indenture.

Any increase or decrease in the interest rate described in this Section 2 or Section 1(e) of the 2046 Notes Supplemental Indenture shall take effect from the first day of the interest period immediately following the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the 2046 Notes more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur shall control in the event of a conflict for purposes of any increase or decrease in the interest rate.

The interest rate shall permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if the 2046 Notes become rated "Baa1" or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and "BBB+" or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate payable on the 2046 Notes is increased as set forth in this Section 2 and Section 1(e) of the 2046 Notes Supplemental Indenture, the term "interest", as used in the Indenture with respect to the 2046 Notes, shall be deemed to include any such additional interest unless the context otherwise requires.

3. METHOD OF PAYMENT. The Issuers will pay interest on the 2046 Notes and Special Interest, if any, to the Persons who are registered Holders of the 2046 Notes at the close of business (if applicable) on the January 1 or July 1 (whether or not a Business Day), as the case may be, immediately preceding the Interest Payment Date, even if such 2046 Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Base Indenture with respect to defaulted interest. Payment of interest and Special Interest, if any, may be made by check mailed to the Holders of the 2046 Notes at their addresses set forth in the register of Holders, provided

that all payments of principal of and interest and premium and Special Interest, if any, with respect to the 2046 Notes represented by one or more Global Notes will be made in accordance with DTC's applicable procedures. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

4. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuers may change any Paying Agent or Registrar without notice to the Holders. Denali or any of its Subsidiaries may act in any such capacity.

5. INDENTURE. The Issuers issued the 2046 Notes under the Base Indenture, dated as of June 1, 2016 (the "Base Indenture"), among the Fincos, the Trustee and The Bank of New York Mellon Trust Company, N.A., as notes collateral agent (the "Notes Collateral Agent"), as supplemented by the 2046 Notes Supplemental Indenture No. 1, dated as of June 1, 2016 (the "2046 Notes Supplemental Indenture", and, together with the Base Indenture, the "Indenture"), among the Fincos, the Trustee and the Notes Collateral Agent. This 2046 Note is one of a duly authorized issue of notes of the Issuers designated as their 8.350% First Lien Notes due 2046. The Issuers shall be entitled to issue Additional Notes constituting 2046 Notes pursuant to Sections 2.01 and 4.12 of the Base Indenture and Section 1(b) of the 2046 Notes Supplemental Indenture. The terms of the 2046 Notes include those stated in the Indenture. The 2046 Notes are subject to all such terms, and Holders of the 2046 Notes are referred to the Indenture for a statement of such terms. To the extent any provision of this 2046 Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

6. REDEMPTION AND REPURCHASE. The 2046 Notes are subject to optional and special mandatory redemption, and may be the subject of a Change of Control Offer and an Asset Sale Offer, as further described in the Indenture. Except as provided in Section 3.10 of the Base Indenture, the Issuers shall not be required to make any mandatory redemption or sinking fund payments with respect to the 2046 Notes.

7. DENOMINATIONS, TRANSFER, EXCHANGE. The 2046 Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of 2046 Notes may be registered and 2046 Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuers may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuers need not exchange or register the transfer of any 2046 Note or portion of a 2046 Note selected for redemption or tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer, an Asset Sale Offer or other tender offer, in whole or in part, except for the unredeemed portion of any 2046 Note being redeemed in part. Also, the Issuers need not exchange or register the transfer of any 2046 Notes for a period of 15 days before a selection of 2046 Notes to be redeemed.

8. PERSONS DEEMED OWNERS. The registered Holder of a 2046 Note may be treated as its owner for all purposes.

9. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the 2046 Notes or the related Note Guarantees may be amended or supplemented as provided in the Indenture.

10. DEFAULTS AND REMEDIES. The Events of Default relating to the 2046 Notes are defined in Section 6.01 of the Base Indenture. Upon the occurrence of an Event of Default relating to the 2046 Notes, the rights and obligations of the Issuers, the Guarantors, the Trustee and the Holders of the 2046 Notes shall be as set forth in the applicable provisions of the Indenture.

11. AUTHENTICATION. This 2046 Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

12. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders of the 2046 Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes representing 2046 Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of June 1, 2016, among the Fincos and the representatives of the initial purchasers set forth therein (as supplemented, the "Registration Rights Agreement"), including the right to receive Special Interest.

13. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE 2046 NOTES AND THE NOTE GUARANTEES.

14. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP and ISIN numbers and/or similar numbers to be printed on the 2046 Notes and the Trustee may use CUSIP and ISIN numbers and/or similar numbers in notices of redemption as a convenience to Holders of the 2046 Notes. No representation is made as to the accuracy of such numbers either as printed on the 2046 Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to the Issuers at the following address:

c/o Dell Inc.
One Dell Way
Round Rock, Texas 78682
Fax No.: (512) 283-0544
Attention: Janet B. Wright
Email: Janet_Wright@Dell.com

15. SECURITY. The 2046 Notes and the related Note Guarantees shall be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Security Documents. The Trustee and the Notes Collateral Agent, as the case may be, shall hold the Collateral in trust for the benefit of the Holders of the 2046 Notes, in each case pursuant to the Security Documents and the Intercreditor Agreements. Each Holder of the 2046 Notes, by accepting this 2046 Note, consents and agrees to the terms of the Security Documents (including the provisions providing for the foreclosure and release of Collateral) and the Intercreditor Agreements as the same may be in effect or may be amended from time to time in accordance with their terms and the Indenture and authorizes and directs the Notes Collateral Agent to enter into the Security Documents and the Intercreditor Agreements on the Escrow Release Date, and at any time after Escrow Release Date, if applicable, and to perform its obligations and exercise its rights thereunder in accordance therewith.

ASSIGNMENT FORM

To assign this 2046 Note, fill in the form below:

(I) or (we) assign and transfer this 2046 Note to: _____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
to transfer this 2046 Note on the books of the Issuers. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this 2046 Note)

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this 2046 Note purchased by the Issuers pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

[ ] Section 4.10 [ ] Section 4.14

If you want to elect to have only part of this 2046 Note purchased by the Issuers pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

$

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this 2046 Note)

Tax Identification No.: _____

Signature Guarantee:* _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Note Custodian

* This schedule should be included only if the 2046 Note is issued in global form.

Exhibit 8.1

Simpson Thacher & Bartlett LLP

2475 HANOVER STREET
PALO ALTO, CA 94304

TELEPHONE: +1-650-251-5000
FACSIMILE: +1-650-251-5002

Direct Dial Number

E-mail Address

June 3, 2016

Denali Holding Inc.
One Dell Way
Round Rock, TX 78682

Re: Agreement and Plan of Merger, dated as of October 12, 2015

Ladies and Gentlemen:

We have acted as counsel to Denali Holding Inc., a Delaware corporation ("Parent"), in connection with the Agreement and Plan of Merger, dated as of October 12, 2015 (including the exhibits thereto and as amended, the "Merger Agreement"), by and among Parent, Dell Inc., a Delaware corporation, Universal Acquisition Co., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), and EMC Corporation, a Massachusetts corporation (the "Company"), pursuant to which Merger Sub will be merged with and into Company (the "Merger"), with the Company surviving the Merger. For purposes of this opinion, capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Merger Agreement. This opinion is being delivered in connection with the filing of the registration statement on Form S-4 (Registration No. 333-208524) (as amended to the date hereof, the "Registration Statement") filed by Parent with the Securities and Exchange Commission under the Securities Act of 1933, as amended, relating to certain proposed transactions pursuant to the Merger Agreement and to which this opinion appears as an exhibit.

We have examined (i) the Merger Agreement, (ii) the Registration Statement and (iii) the representation letters of (A) the Company, (B) Parent, (C) Silver Lake Partners III, L.P., a Delaware limited partnership, and Silver Lake Partners IV, L.P., a Delaware limited partnership and (D) Michael S. Dell and Susan Lieberman Dell Separate Property Trust, in each case,

delivered to us for purposes of this opinion (the "Representation Letters"). In addition, we have examined, and relied as to matters of fact upon, originals or copies, certified or otherwise identified to our satisfaction, of such records, agreements, documents and other instruments and made such other inquiries as we have deemed necessary or appropriate to enable us to render the opinion set forth below. In such examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and the authenticity of the originals of such latter documents. We have not, however, undertaken any independent investigation of any factual matter set forth in any of the foregoing.

In rendering such opinion, we have assumed that (i) the Merger will be effected in accordance with the terms of the Merger Agreement, (ii) the statements concerning the Merger set forth in the Merger Agreement and the Registration Statement are true, complete and correct and will remain true, complete and correct at all times up to and including the Effective Time, (iii) the representations made in the Representation Letters are true, complete and correct and will remain true, complete and correct at all times up to and including the Effective Time, (iv) any representations made in the Merger Agreement or the Representation Letters "to the knowledge of", or based on the belief of the party making the representation or similarly qualified are true, complete and correct and will remain true, complete and correct at all times up to and including the Effective Time, in each case without such qualification and (v) the parties have complied with and, if applicable, will continue to comply with, the covenants contained in the Merger Agreement. We have assumed that the Representation Letters will be re-executed in substantially the same form by appropriate officers and that we will render our opinion pursuant to Section 6.03(d) of the Merger Agreement, each as of the Effective Time.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that, under current U.S. federal income tax law, (1) the Merger, taken together with related transactions, should qualify as an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended (the "Code"), and (2) the Class V Common Stock should be considered common stock of Parent for U.S. federal income tax purposes.

We express our opinion herein only as to those matters specifically set forth above and no opinion should be inferred as to the tax consequences of the Merger under any state, local or foreign law, or with respect to other areas of United States federal taxation. We do not express any opinion herein concerning any law other than the federal income tax law of the United States.

There are no Code provisions, U.S. federal income tax regulations, court decisions or published Internal Revenue Service ("IRS") rulings that directly address the characterization of stock with characteristics similar to the Class V Common Stock and the IRS will not issue advance rulings regarding such characterization. In the past, the IRS and prior presidential administrations have announced that they are studying the appropriate treatment of stock similar to the Class V Common Stock or have proposed changing the tax treatment of such stock. In the absence of tax authorities directly on point or an advance ruling from the IRS, the characterization of the Class V Common Stock and treatment of the Merger as an exchange described in Section 351 of the Code is not free from doubt and there can be no assurance that the IRS or a court would not take a contrary position to the opinions set forth herein.

We hereby consent to the filing of this opinion as Exhibit 8.1 to the Registration Statement, and to the references to our firm name therein.

Very truly yours,

/s/ Simpson Thacher & Bartlett LLP

SIMPSON THACHER & BARTLETT LLP

Exhibit 8.2

[Letterhead of Skadden, Arps, Slate, Meagher & Flom LLP]

June 3, 2016

EMC Corporation
176 South Street
Hopkinton, MA 01748

RE: Agreement and Plan of Merger, dated as of October 12, 2015

Ladies and Gentlemen:

We have acted as counsel to EMC Corporation, a Massachusetts corporation ("**EMC**"), in connection with the Agreement and Plan of Merger dated as of October 12, 2015, by and among Denali Holding Inc., a Delaware corporation ("**Denali**"), Dell Inc., a Delaware corporation ("**Dell**"), Universal Acquisition Co., a Delaware corporation and direct wholly owned subsidiary of Denali ("**Merger Sub**"), and EMC (as amended on May 16, 2016, the "**Merger Agreement**"), pursuant to which Merger Sub will merge with and into EMC, with EMC surviving the merger as a direct wholly owned subsidiary of Denali (the "**Merger**"). At your request, and in connection with the registration statement on Form S-4 filed with the Securities and Exchange Commission on December 14, 2015 (File No. 333-208524) as amended or supplemented through the date hereof (the "**Registration Statement**"), we are rendering our opinion (the "**Opinion**") as to certain U.S. federal income tax consequences of the Merger. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Merger Agreement.

In preparing the Opinion, we have examined and relied on originals or copies, certified or otherwise identified to our satisfaction of (i) the Registration Statement, (ii) the Merger Agreement and (iii) such other documents and information as we have deemed necessary or appropriate to render the Opinion. In addition, we have relied upon the accuracy and completeness of certain statements and representations made by EMC, Denali, Silver Lake Partners III, L.P., a Delaware limited partnership, Silver Lake Partners IV, L.P., a Delaware limited partnership, and Michael S. Dell and Susan Lieberman Dell Separate Property Trust, including those set forth in letters dated as of the date hereof from an officer of each of EMC, Denali, Silver Lake Partners III, L.P., Silver Lake Partners IV, L.P. and Michael S. Dell and Susan Lieberman Dell Separate Property Trust (the "**Representation Letters**"). For purposes of rendering our Opinion, we have assumed that such statements and representations are true, correct and complete without regard to any qualification as to knowledge or belief. Our Opinion assumes and is expressly conditioned on, among other things, the initial and continuing accuracy and completeness of the facts, information, covenants and representations set forth in the

documents referred to above and the statements and representations made by EMC, Denali, Silver Lake Partners III, L.P., Silver Lake Partners IV, L.P. and Michael S. Dell and Susan Lieberman Dell Separate Property Trust, including those set forth in the Representation Letters. For purposes of our Opinion, we have not independently verified all of the facts, representations and covenants set forth in the Representation Letters, the Registration Statement, or in any other document. We have consequently assumed that the information presented in the Representation Letters, the Registration Statement, and other documents, or otherwise furnished to us, accurately and completely describes all material facts relevant to our Opinion. We have also assumed that the Merger will be consummated in the manner contemplated by the Registration Statement and the Merger Agreement. We have assumed that the Representation Letters will be re-executed in substantially the same form by appropriate officers and that we will render our opinion pursuant to Section 6.03(c) of the Merger Agreement, each as of the Effective Time.

For purposes of our Opinion, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, electronic or photostatic copies and the authenticity of the originals of such copies. In making our examination of documents executed, or to be executed, we have assumed that the parties thereto had, or will have, the power, corporate or other, to enter into and perform all obligations thereunder.

In rendering our Opinion, we have considered applicable provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations promulgated thereunder, pertinent judicial authorities, published opinions and administrative pronouncements of the Internal Revenue Service (the "**IRS**"), and such other authorities as we have considered relevant, all as they exist at the date hereof and all of which are subject to change or differing interpretations, possibly with retroactive effect. A change in any of the authorities upon which our Opinion is based could affect our conclusions herein. There can be no assurance, moreover, that our Opinion will be accepted by the IRS or, if challenged, by a court. In addition, any material changes to the documents referred to above could affect our conclusions herein.

Based upon and subject to the foregoing and the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that, under current U.S. federal income tax law, (1) the Merger, taken together with related transactions, should qualify as an exchange described in Section 351 of the Code, and (2) the Class V Common Stock should be considered common stock of Denali for U.S. federal income tax purposes.

There are no Code provisions, U.S. federal income tax regulations, court decisions or published IRS rulings that directly address the characterization of stock with characteristics similar to the Class V Common Stock and the IRS will not issue advance rulings regarding such characterization. In the past, the IRS and prior presidential administrations have announced that they are studying the appropriate treatment of stock similar to the Class V Common Stock or have proposed changing the tax treatment of such stock. In the absence of tax authorities directly on point or an advance ruling from the IRS, the characterization of the Class V Common Stock and treatment of the Merger as an exchange described in Section 351 of the Code is not free from doubt and there can be no assurance that the IRS or a court would not take a contrary position to the opinions set forth herein.

Except as set forth above, we express no other opinion. This Opinion has been prepared solely in connection with the Merger and the Registration Statement and may not be relied upon for any other purpose without our prior written consent. This Opinion is expressed as of the date hereof, and we are under no obligation to supplement or revise our Opinion to reflect any legal developments or factual matters arising subsequent to the date hereof or the impact of any information, document, certificate, record, statement, representation or assumption relied upon herein that becomes incorrect or untrue.

We consent to the use of our name in the Registration Statement and to the filing of this Opinion with the SEC as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the SEC promulgated thereunder.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP

Exhibit 10.18

EXECUTION VERSION

CONFIDENTIAL

May 27, 2016

Denali Holding Inc.
Denali Intermediate Inc.
Dell Inc.
One Dell Way
Round Rock, Texas 78682
Attention: Michael S. Dell

Project Epcot
Third Amended and Restated Facilities Commitment Letter

Ladies and Gentlemen:

You have advised Credit Suisse AG, Cayman Islands Branch (acting through such of its affiliates or branches as it deems appropriate "***CS***"), Credit Suisse Securities (USA) LLC ("***CS Securities***"), JPMorgan Chase Bank, N.A. ("***JPM Chase***"), J.P. Morgan Securities LLC ("***JPMorgan***"), Bank of America, N.A. ("***Bank of America***"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***Merrill Lynch***"), Barclays Bank PLC ("***Barclays***"), Citi (as defined below), Goldman Sachs Bank USA ("***Goldman***"), Goldman Sachs Lending Partners LLC ("***GSLP***"), Deutsche Bank AG New York Branch ("***DBNY***"), Deutsche Bank AG Cayman Islands Branch ("***DBCI***"), Deutsche Bank Securities Inc. ("***DBSI***"), Royal Bank of Canada ("***RBC***") and RBC Capital Markets[1] ("***RBCCM***", together with CS, CS Securities, JPM Chase, JPMorgan, Bank of America, Merrill Lynch, Barclays, Citi, Goldman, GSLP, DBNY, DBNY, DBSI, RBC and each other party set forth on Schedule I and Schedule II hereto, "***we***", "***us***" or the "***Commitment Parties***") that Denali Holding Inc., a corporation organized under the laws of the State of Delaware ("***Buyer***"), Denali Intermediate Inc., a corporation organized under the laws of the State of Delaware ("***Holdings***") and Dell Inc., a corporation organized under the laws of the State of Delaware (the "***Company***", collectively with Buyer and Holdings, "***you***"), each of which is controlled by Michael S. Dell ("***MD***", collectively with his controlled entities, related estate planning and charitable trusts and vehicles and his family members, and upon MD's death, his heirs, executors and/or administrators, in each case, who beneficially own shares of common stock or in the future beneficially own, directly or indirectly, shares of Buyer common stock, the "***MD Investor***") and Silver Lake Partners and its affiliates (collectively, "***Silver Lake***", and together with the MD Investor, the "***Sponsor***"), intend to consummate the Transactions described in the Transaction Description attached hereto as Exhibit A (the "***Transaction Description***"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Description, the Summary of Principal Terms and Conditions attached hereto as Exhibit B (the "***Credit Facilities Term Sheet***"), the Summary of Principal Terms and Conditions attached hereto as Exhibit C (the "***Unsecured Bridge Term Sheet***"), the Summary of Principal Terms and Conditions attached hereto as Exhibit D (the "***Secured Bridge Term Sheet***", together with (i) the Unsecured Bridge Term Sheet, the "***Bridge Term Sheets***" and (ii) the Credit Facilities Term Sheet, the "***Secured Term Sheets***"), the Summary of Principal Terms and Conditions attached hereto as Exhibit E (the "***Margin Bridge Term Sheet***") and the Summary of Principal Terms and Conditions attached hereto as Exhibit F (the "***Verdite Note Term Sheet***", together with the Credit Facilities Term Sheet, the Bridge Term Sheets and the Margin Bridge Term Sheet, the "***Term Sheets***"; this third amended and restated

[1] RBC Capital Markets is a brand name for capital markets activities of Royal Bank of Canada and its affiliates.

commitment letter, the Transaction Description, the Term Sheets and the Summary of Additional Conditions attached hereto as Exhibit G, collectively, the "***Commitment Letter***"). For purposes of this Commitment Letter "***Citi***" shall mean Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as Citi shall determine to be appropriate to provide the services contemplated herein. This Commitment Letter amends, restates and supersedes in its entirety that certain second amended and restated commitment letter (the "***Second A&R Commitment Letter***") dated February 12, 2016, among the Commitment Parties and you, and such Second A&R Commitment Letter shall be of no further force or effect; *provided* that, notwithstanding anything to the contrary herein, (i) CS, CS Securities, JPM Chase, JPMorgan, Bank of America, Merrill Lynch, Barclays, Goldman, GSLP, DBNY, DBCI, DBSI and RBC shall be entitled to the benefits of the indemnification provisions of this Commitment Letter as if they were in effect on October 12, 2015 (the "***Signing Date***"), (ii) the other parties set forth on Schedule I hereto (other than Intesa Sanpaolo S.p.A., Commerzbank AG, New York Branch, Bank of China, New York Branch and UniCredit Bank AG, New York Branch) shall be entitled to the benefits of the indemnification provisions of this Commitment Letter as if they were in effect on November 25, 2015 and (iii) Intesa Sanpaolo S.p.A., Commerzbank AG, New York Branch and Bank of China, New York Branch shall be entitled to the benefits of the indemnification provisions of this Commitment Letter as if they were in effect on February 12, 2016 (the "***Second Amendment and Restatement Date***").

For purposes of this Commitment Letter, the term (i) "***Original Commitment Letter***" shall mean that certain commitment letter dated October 12, 2015 among CS Securities, JPMorgan, Barclays, Citi, Goldman, Merrill Lynch, DBSI, RBC and you, (ii) "***Original Fee Letter***" shall mean that certain fee letter dated October 12, 2015 among CS Securities, JPMorgan, Barclays, Citi, Goldman, Merrill Lynch, DBSI, RBC and you, (iii) "***A&R Commitment Letter***" shall mean that certain amended and restated commitment letter dated November 25, 2015, among the Commitment Parties (other than Intesa Sanpaolo S.p.A, Commerzbank AG, New York Branch, Bank of China, New York Branch and UniCredit Bank AG, New York Branch) and you, (iv) "***A&R Fee Letter***" shall mean that certain amended and restated fee letter dated November 25, 2015, among the Commitment Parties (other than Intesa Sanpaolo S.p.A, Commerzbank AG, New York Branch, Bank of China, New York Branch and UniCredit Bank AG, New York Branch) and you and (v) "***Second A&R Fee Letter***" shall mean that certain second amended and restated fee letter dated February 12, 2016, among the Commitment Parties (other than UniCredit Bank AG, New York Branch).

1. Commitments.

In connection with the Transactions, each of the Commitment Parties listed on Schedule I is pleased to advise you of its several, and not joint, commitment to provide the commitments set forth on Schedule I hereto (each initial lender of the Term Facilities, an "***Initial Bank Term Lender***", each initial lender of the Revolving Facility, an "***Initial Bank Revolving Lender***"; collectively with the Initial Bank Term Lenders, the "***Initial Bank Lenders***", each initial lender of the Unsecured Bridge Facility, an "***Initial Unsecured Bridge Lender***", each initial lender of the Secured Bridge Facility, an "***Initial Secured Bridge Lender***", collectively with the Initial Unsecured Bridge Lenders, the "***Initial Bridge Lenders***", each initial lender of the Margin Bridge Facility, an "***Initial Margin Bridge Lender***", each initial lender of the Verdite Note Bridge Facility, an "***Initial Verdite Note Bridge Lender***"; collectively with the Initial Bank Lenders, the Initial Bridge Lenders and the Initial Margin Bridge Lenders and any other initial lender that becomes a party hereto pursuant to the proviso at the end of the next succeeding paragraph is referred to herein, collectively, as the "***Initial Lenders***" or individually, as an "***Initial Lender***".

2. Titles and Roles.

It is agreed that (i) each of CS Securities, JPMorgan, Bank of America (except with respect to the Bridge Facilities), Merrill Lynch (solely with respect to the Bridge Facilities), Barclays, Citi, Goldman, DBSI and RBCCM will act as a lead arranger for each of the Facilities (each in such capacity, a "***Lead Arranger***" and, collectively, the "***Lead Arrangers***"), (ii) each of CS Securities, JPMorgan, Bank of America (except with respect to the Bridge Facilities), Merrill Lynch (solely with respect to the Bridge Facilities), Barclays, Citi, Goldman, DBSI and RBCCM will act as a joint bookrunner for each of the Facilities (each in such capacity, a "***Joint Bookrunner***" and, collectively, the "***Joint Bookrunners***"), (iii) each of JPM Chase and CS will act as administrative agent and collateral agent for certain of the Credit Facilities as set forth in Exhibit B hereto (in such capacity, each a "***Bank Administrative Agent***"), (iv) an affiliate of a Lead Arranger appointed by the Company will act as administrative agent for the Unsecured Bridge Facility (in such capacity, the "***Unsecured Bridge Administrative Agent***"), (v) an affiliate of a Lead Arranger appointed by the Company will act as administrative agent and collateral agent for the Secured Bridge Facility (in such capacity, the "***Secured Bridge Administrative Agent***", together with the Unsecured Bridge Administrative Agent, the "***Bridge Administrative Agents***"), (vi) an affiliate of a Lead Arranger appointed by the Company will act as administrative agent and collateral agent for the Margin Bridge Facility (in such capacity, the "***Margin Bridge Administrative Agent***") and (vii) an affiliate of a Lead Arranger appointed by the Company will act as administrative agent and collateral agent for the Verdite Note Bridge Facility (in such capacity, the "***Verdite Note Administrative Agent***", together with each Bank Administrative Agent, the Bridge Administrative Agents and the Margin Bridge Administrative Agent, the "***Administrative Agents***"). It is further agreed that each of CS Securities and JPMorgan (in alphabetical order) will act as global coordinators with respect to the Facilities. All other financial institutions and any Lead Arranger and/or Joint Bookrunner will be listed in customary fashion (as mutually agreed to by the Lead Arrangers as of the Signing Date on any Information Materials and other offering or marketing materials in respect of the Facilities. Except as set forth below, you agree that no other agents, co-agents, arrangers, co-arrangers, bookrunners, co bookrunners, managers or co-managers will be appointed, no other titles will be awarded and no compensation (other than compensation expressly contemplated by this Commitment Letter and the Fee Letter referred to below) will be paid by you or any of your affiliates to any Lender (as defined below) in order to obtain its commitment to participate in the Facilities unless you and the Majority Lead Arrangers (as defined below) shall so agree. Notwithstanding anything to the contrary herein, you and the Lead Arrangers may mutually agree to appoint one or more additional arrangers, agents, co-agents, managers or co-managers for any of the Facilities on terms and conditions and with titles and economics to be mutually agreed among you and the Lead Arrangers, upon the execution by such financial institution (and any relevant affiliate), you and the Lead Arrangers of customary joinder documentation reasonable acceptable to you and the Lead Arrangers and, thereafter, each such financial institution (and any relevant affiliate) shall constitute a "Commitment Party" hereunder and it or its relevant affiliate providing such commitment shall constitute an "Initial Lender" under such Facility hereunder).

3. Syndication.

The Lead Arrangers reserve the right, prior to and/or after the Closing Date (as defined below), to syndicate all or a portion of the Initial Lenders' respective commitments hereunder to a group of banks, financial institutions and other institutional lenders and investors identified by the Lead Arrangers in consultation with you and reasonably acceptable to the Lead Arrangers and you (your consent not to be unreasonably withheld or delayed), including, without limitation, any relationship lenders designated by you and reasonably acceptable to the Lead Arrangers (such banks, financial institutions and other institutional lenders and investors, together with the Initial Lenders, the "***Lenders***"). Notwithstanding the foregoing, the Lead Arrangers will not syndicate to those banks, financial institutions and other institutional lenders and investors (i) that have been separately identified in writing by you to the Lead

Arrangers prior to the Signing Date (and, if after the Signing Date, that are reasonably acceptable to the Lead Arrangers holding a majority of the aggregate amount of outstanding financing commitments in respect of the Facilities on the Signing Date (the "***Majority Lead Arrangers***")), (ii) those persons who are competitors of you, the Target and your and their respective subsidiaries that are separately identified in writing by you to us from time to time, and (iii) in the case of each of clauses (i) and (ii), any of their affiliates (other than bona fide debt fund affiliates) that are either (a) identified in writing by you from time to time or (b) clearly identifiable on the basis of such affiliate's name (clauses (i), (ii) and (iii) above, collectively "***Disqualified Lenders***").

Notwithstanding the Lead Arrangers' right to syndicate the Facilities and receive commitments with respect thereto (but subject to Section 2 above), (i) no Initial Lender shall be relieved, released or novated from its obligations hereunder (including its obligation to fund the Facilities on the date of both the consummation of the Acquisition and the initial funding under any of the Term Facilities (the date of such consummation and funding, the "***Closing Date***")) in connection with any syndication, assignment or participation of the Facilities, including its commitments in respect thereof, until after the initial funding of the Facilities on the Closing Date has occurred, (ii) no assignment or novation shall become effective with respect to all or any portion of any Initial Lender's commitments in respect of the Facilities until after the initial funding of the Facilities (except in the case of the Bridge Facilities, to the extent Notes are issued in lieu thereof) and (iii) unless you otherwise agree in writing, each Commitment Party shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred. Notwithstanding anything to the contrary herein related to assignments, the parties hereby agree that Merrill Lynch may, without notice to the Company, assign its rights and obligations under this Agreement to any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation's or any of its subsidiaries' investment banking, commercial lending services or related businesses may be transferred following the date of this Agreement.

Without limiting your obligations to assist with the syndication efforts as set forth herein, it is understood that the Initial Lenders' commitments hereunder are not conditioned upon the syndication of, or receipt of commitments in respect of, the Facilities and in no event shall the commencement or successful completion of syndication of the Facilities constitute a condition to the availability or funding of the Facilities on the Closing Date. The Lead Arrangers may commence syndication efforts promptly (taking into account the expected timing of the Acquisition) after your acceptance of the Original Commitment Letter and as part of their syndication efforts, it is their intent to have Lenders commit to the Facilities prior to the Closing Date (subject to the limitations set forth in the preceding paragraph). Until the earlier of (i) the date upon which a Successful Syndication (as defined in the Fee Letter referred to below) of the applicable Facilities is achieved and (ii) the 30th day following the Closing Date (such earlier date, the "***Syndication Date***"), you agree actively to assist the Lead Arrangers in completing a timely syndication that is reasonably satisfactory to us and you. Such assistance shall include, without limitation, (a) your using commercially reasonable efforts to ensure that any syndication efforts benefit materially from your existing lending and investment banking relationships and the existing lending and investment banking relationships of you and the Sponsor and, to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the Signing Date, the Target's and its subsidiaries' existing lending and investment banking relationships, (b) direct contact between senior management, certain representatives and certain advisors of you, on the one hand, and the proposed Lenders, on the other hand (and your using commercially reasonable efforts to arrange, to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the Signing Date, such contact between senior management, certain representatives or certain advisors of the Target and its subsidiaries, on the one hand, and the proposed Lenders, on the other hand), in all such cases at times and locations to be mutually agreed upon, (c) your

assistance (including the use of commercially reasonable efforts to cause, to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the Signing Date, the Target and its subsidiaries to assist) in the preparation of the Information Materials (as defined below) and other customary offering and marketing materials to be used in connection with the syndication, (d) using your commercially reasonable efforts to procure, at your expense, prior to the launch of the general syndication of the Facilities, ratings for the Term Facilities and the Notes from each of Standard & Poor's Ratings Services ("***S&P***") and Moody's Investors Service, Inc. ("***Moody's***"), and a public corporate credit rating and a corporate family rating in respect of the Company after giving effect to the Transactions from each of S&P and Moody's, respectively, (e) the hosting, with the Lead Arrangers, of a reasonable number of meetings to be mutually agreed upon of prospective Lenders at times and locations to be mutually agreed upon (and your using commercially reasonable efforts to cause to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the Signing Date, the relevant senior officers of the Target to be available for such meetings) and (f) ensuring there being no competing issues, offerings, placements, arrangements or syndications of debt securities or syndicated commercial bank or other syndicated credit facilities by or on behalf of you or any of your subsidiaries, and after using your commercially reasonable efforts, to the extent practical, appropriate and reasonable and in all instances subject to, and not in contravention of, the terms of the Acquisition Agreement as in effect on the Signing Date, the Target or any of its subsidiaries, being offered, placed or arranged (other than (A) the Facilities, (B) the Notes or any indebtedness issued in lieu of the Notes, (C) any Takeout Margin Loan Debt and (D) any indebtedness of the Target and its subsidiaries permitted to be incurred or to remain outstanding on the Closing Date under the Acquisition Agreement) without the written consent of the Majority Lead Arrangers (such consent not to be unreasonably withheld or delayed), if such issuance, offering, placement or arrangement would materially and adversely impair the primary syndication of the Facilities or the offering of the Notes (it is understood that your, the Target's and your and their subsidiaries' deferred purchase price obligations, commercial paper, ordinary course working capital facilities and ordinary course capital lease, purchase money and equipment financings and any renewals of existing revolving credit or securitization facilities that mature prior to the Closing Date will not be deemed to materially and adversely impair the primary syndication of the Facilities). Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter or any other letter agreement or undertaking concerning the financing of the Transactions to the contrary, none of the obtaining of the ratings referenced above or the compliance with any of the other provisions set forth in this paragraph, including in any of clauses (a) through (f) above or the next succeeding paragraph, shall constitute a condition to the commitments hereunder or the funding of the Facilities on the Closing Date. Notwithstanding anything to the contrary in this Commitment Letter, it is acknowledged and agreed that nothing in this Commitment Letter shall require Buyer or Target to seek or obtain any information or assistance from Verdite or its subsidiaries in connection with this Commitment Letter or the Transactions except as expressly provided under, and otherwise not in violation of the Acquisition Agreement.

The Lead Arrangers, in their capacities as such, will manage, in consultation with you, all aspects of any syndication of the Facilities, including decisions as to the selection of institutions reasonably acceptable to you (your consent not to be unreasonably withheld or delayed) to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate (subject to your consent rights set forth in the third preceding paragraph and your rights of appointment set forth in the fourth preceding paragraph and excluding Disqualified Lenders), the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders. To assist the Lead Arrangers in their syndication efforts, you agree to promptly prepare and provide (and to use commercially reasonable efforts to cause, to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the Signing Date, the Target and its subsidiaries to provide) to the Lead Arrangers customary information with respect to the Company, the Target and their respective subsidiaries and the Transactions set forth in clause (c) of the immediately

preceding paragraph, the historical and pro forma financial information set forth in paragraphs 5 and 6 of Exhibit G and customary financial estimates, forecasts and other projections (such estimates, forecasts and other projections delivered to us by you, the "***Projections***"). For the avoidance of doubt, you will not be required to provide any information to the extent that the provision thereof would violate any law, rule or regulation, or any obligation of confidentiality binding upon (so long as such obligations are not entered into in contemplation of this Commitment Letter, the Second A&R Commitment Letter, the A&R Commitment Letter or the Original Commitment Letter), or waive any privilege that may be asserted by, you, the Target or any of your or their respective subsidiaries or affiliates (in which case you agree to use commercially reasonable efforts to have any such confidentiality obligation waived, and otherwise in all instances, to the extent practicable and not prohibited by applicable law, rule or regulation, promptly notify us that information is being withheld pursuant to this sentence). Notwithstanding anything herein to the contrary, the only financial statements that shall be required to be provided to the Commitment Parties in connection with the syndication of the Facilities shall be those required to be delivered pursuant to paragraphs 5 and 6 of Exhibit G.

You hereby acknowledge that (a) the Lead Arrangers will make available Projections and other customary offering and marketing material and presentations, including a customary confidential information memoranda to be used in connection with the syndication of the Facilities (the "***Information Memorandum***") (such Projections, other offering and marketing material and the Information Memorandum, collectively, with the Term Sheets, the "***Information Materials***") on a confidential basis to the proposed syndicate of Lenders by posting the Information Materials on Intralinks, Debt X, SyndTrak Online or by similar electronic means and (b) certain of the Lenders may be "public side" Lenders (i.e. Lenders that wish to receive only information that (i) is publicly available or (ii) is not material with respect to you, the Borrower, the Target or your or their respective subsidiaries or securities for purposes of United States federal and state securities laws) (collectively, the "***Public Side Information***"; any information that is not Public Side Information, "***Private Side Information***")) and who may be engaged in investment and other market related activities with respect to you or the Target or your or the Target's respective subsidiaries or securities) (each, a "***Public Sider***" and each Lender that is not a Public Sider, a "***Private Sider***"). You will be solely responsible for the contents of the Information Materials and each of the Commitment Parties shall be entitled to use and rely upon the information contained therein without responsibility for independent verification thereof.

You agree to assist (and to use commercially reasonable efforts to cause, to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the Signing Date, the Target to assist) us in preparing an additional version of the Information Materials to be used in connection with the syndication of the Facilities that consists exclusively of Public Side Information with respect to you or the Target or your or the Target's respective subsidiaries or securities to Public Siders. It is understood that in connection with your assistance described above, customary authorization letters (which shall (i) include a customary negative assurance representation and (ii) be in a form consistent with such letters delivered in connection with the Precedent Documentation) will be included in any Information Materials that authorize the distribution thereof to prospective Lenders, represent that the additional version of the Information Materials does not include any Private Side Information (other than information about the Transactions or the Facilities) and exculpate you, the Investors, the Target, the Borrower and us and our affiliates with respect to any liability related to the use of the contents of the Information Materials or related offering and marketing materials by the recipients thereof. Before distribution of any Information Materials you agree, at our reasonable request, to identify that portion of the Information Materials that may be distributed to the Public Siders as "Public Information", which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof. By marking Information Materials as "PUBLIC", you shall be deemed to have authorized the Commitment Parties and the proposed Lenders to treat such Information Materials as not containing any Private Side Information (it being understood that you shall not be under any obligation to mark the Information Materials "PUBLIC"). We will not make any materials not marked "PUBLIC" available to Public Siders.

You acknowledge and agree that, subject to the confidentiality and other provisions of this Commitment Letter, the following documents, without limitation, may be distributed to both Private Siders and Public Siders, unless you advise the Lead Arrangers in writing (including by email) within a reasonable time prior to their intended distribution that such materials should only be distributed to Private Siders (*provided* that such materials have been provided to you and your counsel for review a reasonable period of time prior thereto): (a) administrative materials prepared by the Lead Arrangers for prospective Lenders (such as a lender meeting invitation, bank allocation, if any, and funding and closing memoranda), (b) term sheets and notification of changes in the Facilities' terms and conditions, (c) drafts and final versions of the Bank Documentation, the Unsecured Bridge Facility Documentation, the Secured Bridge Facility Documentation, the Margin Bridge Documentation and the Verdite Bridge Documentation (collectively, the "***Facilities Documentation***") and (d) publicly filed financial statements of the Target and its subsidiaries (if any). If you advise us in writing (including by email), within a reasonable period of time prior to dissemination, that any of the foregoing should be distributed only to Private Siders, then Public Siders will not receive such materials without your prior consent.

4. Information.

You hereby represent and warrant that (a) all written information and written data (such information and data, other than (i) the Projections and (ii) information of a general economic or industry specific nature, the "***Information***") (in the case of Information regarding the Target and its subsidiaries and its and their respective businesses, to the best of your knowledge), that has been or will be made available to the Commitment Parties directly or indirectly by you, the Target or by any of your or its subsidiaries or representatives, in each case, on your behalf in connection with the transactions contemplated hereby, when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished and when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time) and (b) the Projections that have been or will be made available to the Commitment Parties by you or by any of your subsidiaries or representatives, in each case, on your behalf in connection with the transactions contemplated hereby have been, or will be, prepared in good faith based upon assumptions that are believed by you to be reasonable at the time prepared and at the time the related Projections are so furnished to the Commitment Parties; it being understood that the Projections are as to future events and are not to be viewed as facts, the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material. You agree that, if at any time prior to the later of the Closing Date and the Syndication Date, you become aware that any of the representations and warranties in the preceding sentence would be incorrect in any material respect if the Information and the Projections were being furnished, and such representations and warranties were being made, at such time, then you will (or, with respect to the Information and Projections relating to the Target and its subsidiaries, will use commercially reasonable efforts to) promptly supplement the Information and the Projections such that such representations and warranties are correct in all material respects under those circumstances (or, in the case of the Information relating to the Target and its subsidiaries and its and their respective businesses, to the best of your knowledge, such representations and warranties are correct in all material respects under those circumstances). In arranging and syndicating the Facilities, the Commitment Parties (i) will be entitled to use and rely primarily on the Information and the Projections without responsibility for independent verification thereof and (ii) assume no responsibility for the accuracy or completeness of the Information or the Projections.

5. Fees.

As consideration for the commitments of the Initial Lenders hereunder and for the agreement of the Commitment Parties to perform the services described herein, you agree to pay (or cause to be paid) the fees set forth in the Term Sheets and in the Third Amended and Restated Fee Letter dated the date hereof and delivered herewith with respect to the Facilities (the "***Fee Letter***"), if and to the extent payable. Once paid, such fees shall not be refundable under any circumstances, except as expressly set forth herein or therein or as otherwise separately agreed to in writing by you and us.

6. Conditions.

The commitments of the Initial Lenders hereunder to fund the Facilities on the Closing Date and the agreements of the Lead Arrangers and the Joint Bookrunners to perform the services described herein are subject solely to (a) the applicable conditions set forth in the section entitled "Conditions to Initial Borrowing" in Exhibit B hereto, (b) the applicable conditions set forth in the section entitled "Conditions to Borrowing" in Exhibit C hereto, (c) the applicable conditions, if any, set forth in the section entitled "Conditions to Borrowing" in Exhibit D hereto, (d) the applicable conditions, if any, set forth in the section entitled "Conditions to Borrowing" in Exhibit E hereto, (e) the applicable conditions, if any, set forth in the section entitled "Conditions to Purchase" in Exhibit F hereto and (f) the applicable conditions set forth in Exhibit G hereto, and upon satisfaction (or waiver by the Lead Arrangers) of such conditions, the initial funding of the Facilities shall occur (except in the case of the Bridge Facilities, to the extent Notes are issued in lieu thereof); it being understood that there are no other conditions (implied or otherwise) to the commitments hereunder, including compliance with the terms of this Commitment Letter, the Fee Letter and the Facilities Documentation.

Notwithstanding anything to the contrary in this Commitment Letter (including each of the exhibits attached hereto), the Fee Letter, the Facilities Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (i) the only representations and warranties relating to you or the Target or your or their respective subsidiaries or businesses or otherwise, the accuracy of which shall be a condition to the availability of the Facilities on the Closing Date shall be (a) such of the representations made by the Target in the Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that you (or your affiliate) have the right (taking into account any applicable cure provisions) to terminate your (and/or its) obligations under the Acquisition Agreement or decline to consummate the Acquisition (in each case, in accordance with the terms thereof) as a result of a breach of such representations in the Acquisition Agreement (to such extent, the "***Specified Acquisition Agreement Representations***") and (b) the Specified Representations (as defined below) and (ii) the terms of the Facilities Documentation shall be in a form such that they do not impair the availability of the Facilities on the Closing Date if the applicable conditions set forth in the section entitled "Conditions to Initial Borrowing" in Exhibit B hereto, the applicable conditions set forth in the section entitled "Conditions to Borrowing" in Exhibit C hereto, the applicable conditions set forth in the section entitled "Conditions to Borrowing" in Exhibit D hereto, the applicable conditions set forth in the section entitled "Conditions to Borrowing" in Exhibit E hereto, the applicable conditions set forth in the section entitled "Conditions to Purchase" in Exhibit F hereto and in Exhibit G hereto are satisfied (or waived by the Lead Arrangers) (*provided* that, to the extent any security interest in any Collateral (as such term is defined in the Secured Term Sheets, the Margin Bridge Term Sheet or the Verdite Note Term Sheet for the purposes of this paragraph) is not or cannot be provided and/or perfected on the Closing Date (other than the pledge and perfection of the security interests (1) in the certificated equity securities, if any, of the Target, the Borrower and any wholly owned U.S. domestic material subsidiaries of the

Company or the Target (to the extent required by the Secured Term Sheets), (2) in other assets with respect to which a lien may be perfected by the filing of a financing statement under the Uniform Commercial Code (including, without limitation, Uniform Commercial Code filings in respect of the Pledged Verdite Shares and the Verdite Notes) and (3) with respect to the Verdite Note Bridge Facility only, in the Verdite Notes (to the extent required by the Verdite Note Term Sheet); *provided* that any such certificated equity securities of the Target and such subsidiaries of the Target and the Verdite Notes will only be required to be delivered on the Closing Date to the extent received from the Target and so long as you have used commercially reasonable efforts to obtain them on the Closing Date) after your use of commercially reasonable efforts to do so or without undue burden or expense, then the provision and/or perfection of a security interest in such Collateral shall not constitute a condition precedent to the availability of the Facilities on the Closing Date, but instead shall be required to be delivered after the Closing Date pursuant to arrangements and timing to be mutually agreed by the Bank Administrative Agents and the Borrower acting reasonably, but no earlier than 90 days after the Closing Date (or such longer period as the Bank Administrative Agents may determine in their reasonable discretion). For purposes hereof, "***Specified Representations***" means, with respect to the Facilities the applicable representations and warranties of Holdings, the Company, the Target and the Borrower to be set forth in the Facilities Documentation relating to organizational existence of Holdings, the Company, the Target and the Borrower; power and authority, due authorization, execution, delivery and enforceability, in each case, related to, the entering into, borrowing under, guaranteeing under, performance of, and granting of security interests in the Collateral pursuant to, the applicable Facilities Documentation; solvency as of the Closing Date (after giving effect to the Transactions) of the Company and its subsidiaries on a consolidated basis (solvency to be defined in a manner consistent with the manner in which solvency is determined in the solvency certificate to be delivered pursuant to Exhibit G); Federal Reserve margin regulations; the use of the proceeds of the Facilities not violating the Patriot Act, OFAC or FCPA; the Investment Company Act; the incurrence of the loans to be made under the Facilities and the provision of the Guarantees, in each case under such Facilities, and the granting of the security interests in the Collateral to secure the applicable Facilities, and the entering into of the applicable Facilities Documentation, do not conflict with the organizational documents of Holdings, the Company, the Target or the Borrower; and, subject to the proviso in clause (ii) of the immediately preceding sentence, creation, validity and perfection of security interests in the Collateral. This paragraph, and the provisions herein, shall be referred to as the "***Limited Conditionality Provisions***".

7. Indemnity.

To induce the Commitment Parties to enter into this Commitment Letter and the Fee Letter and to proceed with the Facilities Documentation, you agree (a) to indemnify and hold harmless each Commitment Party, its respective affiliates and the respective officers, directors, employees, agents, controlling persons, advisors and other representatives of each of the foregoing and their successors and permitted assigns (other than Lenders that are not Initial Lenders) (each, an "***Indemnified Person***"), from and against any and all losses, claims, damages and liabilities of any kind or nature and reasonable and documented or invoiced out-of-pocket fees and expenses, joint or several, to which any such Indemnified Person may become subject to the extent arising out of, resulting from, or in connection with any actual or threatened claim, litigation, investigation or proceeding (including any inquiry or investigation) in connection with this Commitment Letter (including the Term Sheets), the Fee Letter, the Original Commitment Letter (including the Term Sheets therein), the Second A&R Commitment Letter (including the Term Sheets therein), the Second A&R Fee Letter, the A&R Commitment Letter (including the Term Sheets therein), the A&R Fee Letter, the Original Fee Letter, the Transactions or any related transaction contemplated hereby or thereby, the Facilities or any use of the proceeds thereof (any of the foregoing, a "***Proceeding***"), regardless of whether any such Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates or creditors or any other third person, and to promptly reimburse after receipt of a written request, each such Indemnified Person for any reasonable

and documented or invoiced out-of-pocket legal fees and expenses incurred in connection with investigating or defending any of the foregoing by one firm of counsel for all such Indemnified Persons, taken as a whole and, if necessary, by a single firm of local counsel in each appropriate jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) for all such Indemnified Persons, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict notifies you of the existence of such conflict and thereafter retains its own counsel, by another firm of counsel for such affected Indemnified Person) or other reasonable and documented or invoiced out-of-pocket fees and expenses incurred in connection with investigating, responding to, or defending any of the foregoing; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent that they have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any Related Indemnified Person (as defined below) (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach of the obligations of such Indemnified Person or any Related Indemnified Person under this Commitment Letter, the Fee Letter, the Second A&R Commitment Letter, the A&R Commitment Letter, the Original Commitment Letter, the Second A&R Fee Letter, the A&R Fee Letter or the Original Fee Letter (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) any Proceeding solely between or among Indemnified Persons not arising from any act or omission by you or any of your affiliates; *provided* that the Administrative Agents and the Commitment Parties to the extent fulfilling their respective roles as an agent or arranger under the Facilities and in their capacities as such, shall remain indemnified in such Proceedings to the extent that none of the exceptions set forth in any of clauses (i) or (ii) of the immediately preceding proviso apply to such person at such time and (b) to the extent that the Closing Date occurs, to reimburse each Commitment Party from time to time, upon presentation of a summary statement, for all reasonable and documented or invoiced out-of-pocket expenses (including but not limited to expenses of each Commitment Party's consultants' fees (to the extent any such consultant has been retained with your prior written consent (not to be unreasonably withheld or delayed)), syndication expenses, travel expenses and reasonable fees, disbursements and other charges of counsel to the Commitment Parties, the Lead Arrangers, the Joint Bookrunners and the Administrative Agents identified in the Term Sheets (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict informs you of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnified Person), and, if necessary, of a single firm of local counsel to the Commitment Parties in each appropriate jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) and of such other counsel retained with your prior written consent (not to be unreasonably withheld or delayed)), in each case incurred in connection with the Facilities and the preparation, negotiation and enforcement of this Commitment Letter, the Fee Letter, the Second A&R Commitment Letter, the A&R Commitment Letter, the Original Commitment Letter, the Second A&R Fee Letter, the A&R Fee Letter, the Original Fee Letter, the Facilities Documentation and any security arrangements in connection therewith (collectively, the "***Expenses***"). You acknowledge that we may receive a future benefit on matters unrelated to this matter, including, without limitation, discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with us, including without limitation fees paid pursuant hereto (it being understood and agreed that, in no event, shall the Expenses include items in respect of any unrelated matter or otherwise be increased as a result of such counsel's representation of us on another matter or on account or our relationship with such counsel). The foregoing provisions in this paragraph shall be superseded, in each case, to the extent covered thereby by the applicable provisions contained in the Facilities Documentation upon execution thereof and thereafter shall have no further force and effect.

Notwithstanding any other provision of this Commitment Letter, (i) no Indemnified Person shall be liable for any damages arising from the use by others of information or other materials obtained through internet, electronic, telecommunications or other information transmission systems, except to the

extent that such damages have resulted from the willful misconduct, bad faith or gross negligence of such Indemnified Person or any Related Indemnified Person (as determined by a court of competent jurisdiction in a final and non-appealable decision) and (ii) none of you (or any of your subsidiaries), the Investors (or any of their respective affiliates), the Target (or any of its subsidiaries) or any Indemnified Person shall be liable for any indirect, special, punitive or consequential damages (including, without limitation, any loss of profits, business or anticipated savings) in connection with this Commitment Letter, the Fee Letter, the Transactions (including the Facilities and the use of proceeds thereunder), or with respect to any activities related to the Facilities, including the preparation of this Commitment Letter, the Fee Letter and the Facilities Documentation; *provided* that nothing in this paragraph shall limit your indemnity and reimbursement obligations to the extent that such indirect, special, punitive or consequential damages are included in any claim by a third party with respect to which the applicable Indemnified Party is entitled to indemnification under the first paragraph of this Section 7.

You shall not be liable for any settlement of any Proceeding effected without your written consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with your written consent or if there is a final and non-appealable judgment by a court of competent jurisdiction for the plaintiff in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and reasonable and documented legal or other out-of-pocket expenses by reason of such settlement or judgment in accordance with and to the extent provided in the other provisions of this Section 7. It is further agreed that the Commitment Parties shall be severally liable in respect of their commitments to the Facilities, on a several, and not joint basis with any other Lender.

You shall not, without the prior written consent of any Indemnified Person (which consent shall not be unreasonably withheld, conditioned or delayed) (it being understood that the withholding of consent due to non-satisfaction of any of the conditions described in clauses (i), (ii) and (iii) of this sentence shall be deemed reasonable), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such proceedings, (ii) does not include any statement as to or any admission of fault, culpability, wrong doing or a failure to act by or on behalf of any Indemnified Person and (iii) contains customary confidentiality provisions with respect to the terms of such settlement. Each Indemnified Person shall be severally obligated to refund or return any and all amounts paid by you under this Section 7 to the extent such Indemnified Person is not entitled to payment of such amounts in accordance with the terms hereof (as determined by a court of competent jurisdiction in a final and non-appealable judgment).

"***Related Indemnified Person***" of an Indemnified Person means (1) any controlling person or any affiliate of such Indemnified Person, (2) the respective directors, officers, or employees of such Indemnified Person or any of its controlling persons or any of its affiliates and (3) the respective agents, advisors and representatives of such Indemnified Person or any of its controlling persons or any of its affiliates, in the case of this clause (3), acting at the instructions of such Indemnified Person, controlling person or such affiliate (it being understood and agreed that any agent, advisor or representative of such Indemnified Person or any of its controlling persons or any of its affiliates engaged to represent or otherwise advise such Indemnified Person, controlling person or affiliate in connection with the Transactions shall be deemed to be acting at the instruction of such person).

8. Sharing of Information, Absence of Fiduciary Relationships, Affiliate Activities.

You acknowledge that the Commitment Parties and their respective affiliates may be providing debt financing, equity capital or other services (including, without limitation, financial advisory services)

to other persons in respect of which you, the Investors, the Target and your and their respective subsidiaries and affiliates may have conflicting interests regarding the transactions described herein and otherwise. The Commitment Parties and their respective affiliates will not use confidential information obtained from you, the Target or any of your or their respective subsidiaries or affiliates by virtue of the transactions contemplated by this Commitment Letter or their other relationships with you, the Target or any of your or their respective subsidiaries or affiliates in connection with the performance by them or their affiliates of services for other persons, and the Commitment Parties and their respective affiliates will not furnish any such information to other persons, except to the extent permitted below. You also acknowledge that the Commitment Parties and their respective affiliates do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, the Target or any of your or their respective subsidiaries or affiliates confidential information obtained by them from other persons.

As you know, the Commitment Parties and their respective affiliates are full service securities firms engaged, either directly or through their affiliates, in various activities, including securities trading, commodities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, the Commitment Parties and their respective affiliates may actively engage in commodities trading or trade the debt and equity securities (or related derivative securities) and financial instruments (including bank loans and other obligations) of you (and your affiliates), the Target (and its affiliates), the Target's and your respective customers or competitors and other companies which may be the subject of the arrangements contemplated by this Commitment Letter for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities. The Commitment Parties and their respective affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you (and your affiliates), the Borrower, the Target (and its affiliates) or other companies which may be the subject of the arrangements contemplated by this Commitment Letter or engage in commodities or other trading with any thereof.

The Commitment Parties and their respective affiliates may have economic interests that conflict with those of the Target, you and the Borrower and your and their respective subsidiaries and affiliates and are under no obligation to disclose any conflicting interest to you, the Target and the Borrower and your and their respective subsidiaries and affiliates. You agree that each Commitment Party will act under this Commitment Letter as an independent contractor and that nothing in this Commitment Letter or the Fee Letter will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between such Commitment Party and its respective affiliates, on the one hand, and you, the Borrower and the Target, your and their respective equity holders or your and their respective subsidiaries and affiliates, on the other hand. You acknowledge and agree that (i) the transactions contemplated by this Commitment Letter and the Fee Letter are arm's-length commercial transactions between the Commitment Parties and their respective affiliates, on the one hand, and you, on the other, (ii) in connection therewith and with the process leading to such transaction each Commitment Party and its applicable affiliates (as the case may be) are acting solely as principals and not as agents or fiduciaries of you, the Borrower, the Target, your and their respective management, equity holders, creditors, subsidiaries, affiliates or any other person, (iii) each Commitment Party and its applicable affiliates (as the case may be) have not assumed an advisory or fiduciary responsibility or any other obligation in favor of you, the Target, the Borrower or your or their respective affiliates with respect to the financing transactions contemplated hereby, the exercise of the remedies with respect thereto or the process leading thereto (irrespective of whether such Commitment Party or any of its affiliates has advised or is currently advising you, the Borrower, or the Target or any of your or their respective affiliates on other matters) and no Commitment Party has any obligation to you, the Target, the Borrower or your or their respective affiliates with respect to the transactions contemplated hereby except the obligations expressly set forth in

this Commitment Letter and the Fee Letter and (iv) the Commitment Parties and their respective affiliates have not provided any legal, accounting, regulatory or tax advice and you have consulted your own legal and financial advisors to the extent you deemed appropriate.

You further acknowledge and agree that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto. You agree that you will not claim that the Commitment Parties or their applicable affiliates, as the case may be, have rendered advisory services of any nature or respect, or owe a fiduciary, agency or similar duty to you or your affiliates, in connection with such transactions or the process leading thereto.

Furthermore, without limiting any provision set forth herein, you waive, to the fullest extent permitted by law, any claims you may have against us or our affiliates for breach of fiduciary duty or alleged breach of fiduciary duty and agree that we and our affiliates shall have no liability (whether direct or indirect) to you in respect of such a fiduciary claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

In addition, please note that certain Commitment Parties (or its affiliates) have been retained by you as a financial advisor (in such capacities, the "Financial Advisors") in connection with the Acquisition. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result primarily from, on the one hand, the engagement of the Financial Advisors, and on the other hand, our and our affiliates' relationships with you as described and referred to herein.

9. Confidentiality.

You agree that you will not disclose, directly or indirectly, the Fee Letter, the Second A&R Fee Letter, the A&R Fee Letter or the Original Fee Letter or the contents thereof or, prior to your acceptance hereof, this Commitment Letter, the Term Sheets, the other exhibits and attachments hereto or the contents of each thereof, or the activities of any Commitment Party pursuant hereto or thereto, to any person or entity without prior written approval of the Lead Arrangers (such approval not to be unreasonably withheld, delayed or conditioned), except (a) to the Investors and to your and any of your or the Investors' affiliates and your and their respective officers, directors, employees, agents, attorneys, accountants, advisors, controlling persons and equity holders and to actual and potential co-investors who are informed of the confidential nature thereof, on a confidential and need-to-know basis, (b) if the Lead Arrangers consent in writing to such proposed disclosure or (c) pursuant to an order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation or compulsory legal process or to the extent requested or required by governmental and/or regulatory authorities, in each case based on the reasonable advice of your legal counsel (in which case you agree, to the extent practicable and not prohibited by applicable law, rule or regulation, to inform us promptly thereof prior to disclosure); *provided* that (i) you may disclose this Commitment Letter (but not the Fee Letter, the Second A&R Fee Letter, the A&R Fee Letter or the Original Fee Letter or the contents thereof) and the contents hereof to the Target, its subsidiaries and its and their respective officers, directors, employees, agents, attorneys, accountants, advisors and controlling persons, on a confidential and need-to-know basis, (ii) you may disclose the Commitment Letter and its contents (including the Term Sheets and other exhibits and attachments hereto) (but not the Fee Letter, the Second A&R Fee Letter, the A&R Fee Letter or the Original Fee Letter or the contents thereof) in any syndication or other marketing materials in connection with the Facilities (including the Information Materials), in any offering memorandum relating to the Notes or in connection with any public or regulatory filing requirement relating to the Transactions, (iii) you may disclose the Term Sheets and other exhibits and attachments to the Commitment Letter, and the contents thereof, to potential Lenders and to rating agencies in connection with obtaining ratings for the Company, the Term Facilities

and/or the Notes, (iv) you may disclose the aggregate fee amount contained in the Fee Letter, the Second A&R Fee Letter, the A&R Fee Letter or the Original Fee Letter as part of Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Facilities or the Notes or in any public or regulatory filing requirement relating to the Transactions (and only to the extent aggregated with all other fees and expenses of the Transactions and not presented as an individual line item unless required by applicable law, rule or regulation) or any offering or private placement of the Notes and (v) if the fee amounts payable pursuant to the Fee Letter, the Second A&R Fee Letter, the A&R Fee Letter or the Original Fee Letter, the economic terms of the "Term Facilities Market Flex Provisions", "Unsecured Securities Demand Provisions" and the "Unsecured Total Cap" in the Fee Letter, the Second A&R Fee Letter, the A&R Fee Letter or the Original Fee Letter, and such other portions as mutually agreed have been redacted in a manner reasonably agreed by the Lead Arrangers (including the portions thereof addressing fees payable to the Commitment Parties and/or the Lenders), you may disclose the Fee Letter, the Second A&R Fee Letter, the A&R Fee Letter and the Original Fee Letter and the contents thereof to the Target, its subsidiaries and its and their respective officers, directors, employees, agents, attorneys, accountants, advisors and controlling persons, on a confidential and need-to-know basis.

Each Commitment Party and its affiliates will use all non-public information provided to any of them or such affiliates by or on behalf of you hereunder or in connection with the Acquisition and the related Transactions solely for the purpose of providing the services which are the subject of this Commitment Letter and negotiating, evaluating and consummating the transactions contemplated hereby and shall treat confidentially all such information and shall not publish, disclose or otherwise divulge, such information; *provided* that nothing herein shall prevent such Commitment Party and its affiliates from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation or compulsory legal process based on the reasonable advice of counsel (in which case such Commitment Party agrees (except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform you promptly thereof prior to disclosure), (b) upon the request or demand of any regulatory authority having jurisdiction, or purporting to have jurisdiction over, such Commitment Party or any of its affiliates (in which case such Commitment Party agrees (except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, rule or regulation, to inform you promptly thereof prior to disclosure), (c) to the extent that such information becomes publicly available other than by reason of improper disclosure by such Commitment Party or any of its Related Parties (as defined below) in violation of any confidentiality obligations owing to you, the Investors, Buyer, the Target or any of your or their respective subsidiaries, (d) to the extent that such information is or was received by such Commitment Party or any of its Related Parties from a third party that is not, to such Commitment Party's knowledge, subject to contractual or fiduciary confidentiality obligations owing to you, the Investors, Buyer, the Target or any of your or their respective subsidiaries, (e) to the extent that such information is independently developed by such Commitment Party or any of its Related Parties without the use of any confidential information, (f) to such Commitment Party's affiliates and to its and their respective employees, legal counsel, independent auditors, rating agencies, professionals and other experts or agents who need to know such information in connection with the Transactions and who are informed of the confidential nature of such information and who are subject to customary confidentiality obligations and who have been advised of their obligation to keep information of this type confidential (with each such Commitment Party, to the extent within its control, responsible for such person's compliance with this paragraph) this clause (f), collectively, the "***Related Parties***"), (g) to potential or prospective Lenders, hedge providers, participants or assignees, (h) for purposes of establishing a "due

diligence" defense, (i) to the extent you consent in writing to any specific disclosure or (j) to the extent such information was already in such Commitment Party's possession prior to any duty or other understanding of confidentiality entered into in connection with the Transactions; *provided* that for purposes of clause (g) above, (i) the disclosure of any such information to any Lenders, hedge providers, participants or assignees or prospective Lenders, hedge providers, participants or assignees referred to above shall be made subject to the acknowledgment and acceptance by such Lender, hedge provider, participant or assignee or prospective Lender, hedge provider, participant or assignee that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and such Commitment Party, including, without limitation, as agreed in any Information Materials or other marketing materials) in accordance with the standard syndication processes of such Commitment Party or customary market standards for dissemination of such type of information, which shall in any event require "click through" or other affirmative actions on the part of recipient to access such information and (ii) no such disclosure shall be made by such Commitment Party to any person that is at such time a Disqualified Lender. In the event that the Facilities are funded, the Commitment Parties' and their respective affiliates', if any, obligations under this paragraph shall terminate automatically and be superseded by the confidentiality provisions in the Facilities Documentation upon the initial funding thereunder to the extent that such provisions are binding on such Commitment Parties.

The confidentiality provisions set forth in this Section 9 shall survive the termination of this Commitment Letter and expire and shall be of no further effect after the second anniversary of the Signing Date.

10. Miscellaneous.

This Commitment Letter and the commitments hereunder shall not be assignable by any party hereto (other than (i) by you to (a) the Borrower on the Closing Date or (b) a U.S. domestically organized entity, in each case, so long as such entity is, or will be, controlled by you or the Investors after giving effect to the Transactions and shall (directly or indirectly through one or more wholly-owned subsidiaries) own the Target, the Borrower and the Company and agrees to be bound by the terms hereof and the Fee Letter or (ii) subject to the second paragraph of Section 3, by the Initial Lenders in connection with the syndication of the Facilities) without the prior written consent of each other party hereto (such consent not to be unreasonably withheld, conditioned or delayed) (and any attempted assignment without such consent shall be null and void). Notwithstanding anything else to the contrary herein, (i) Goldman Bank and GSLP shall be permitted to assign their respective its commitments and agreements hereunder, in whole or in part, to GSLP or Goldman Bank (respectively) or another banking affiliate, thereby relieving Goldman Bank and/or GSLP (as applicable) of its commitments and agreements hereunder and (ii) any reduction of the commitments of Goldman, GSLP or a banking affiliate pursuant to the terms of this Commitment Letter may be allocated on a non-pro rata basis amongst them. Except as contemplated by Section 2 hereof, this Commitment Letter and the commitments hereunder are intended to be solely for the benefit of the parties hereto (and Indemnified Persons) and do not and are not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons to the extent expressly set forth herein). Subject to the limitations set forth in Section 3 above, each Commitment Party reserves the right to employ the services of its respective affiliates or branches in providing services contemplated hereby and to allocate, in whole or in part, to their affiliates or branches certain fees payable to such Commitment Party in such manner as such Commitment Party and its respective affiliates or branches may agree in their sole discretion and, to the extent so employed, such affiliates and branches shall be entitled to the benefits and protections afforded to, and subject to the provisions governing the conduct of, such Commitment Party hereunder. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the Commitment Parties and you. This Commitment Letter may be executed in any number of

counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (i.e., a "***pdf***" or "***tif***") shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter (including the exhibits hereto), together with the Fee Letter, (i) are the only agreements that have been entered into among the parties hereto with respect to the Facilities and (ii) supersede all prior understandings (including the A&R Commitment Letter, the Second A&R Commitment Letter, the Original Commitment Letter, the Second A&R Fee Letter, the A&R Fee Letter and the Original Fee Letter), whether written or oral, among us with respect to the Facilities and sets forth the entire understanding of the parties hereto with respect thereto. THIS COMMITMENT LETTER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER, OR RELATED TO, THIS COMMITMENT LETTER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; *provided* that, notwithstanding the foregoing, it is understood and agreed that (a) the interpretation of the definition of "Material Adverse Effect" (as defined in Exhibit G) (and whether or not a Material Adverse Effect has occurred), (b) the determination of the accuracy of any Specified Acquisition Agreement Representation and whether as a result of any inaccuracy thereof you (or your affiliate) have the right (taking into account any applicable cure provisions) to terminate your obligations under the Acquisition Agreement or decline to consummate the Acquisition and (c) the determination of whether the Acquisition has been consummated in accordance with the terms of the Acquisition Agreement, in each case shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Any Commitment Party may, in consultation with you, place customary advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of customary information on the Internet or worldwide web as it may choose, and circulate similar promotional materials, in each case, after the Closing Date, in the form of "tombstone" or otherwise describing the name of the Borrower and the amount, type and closing date of the Transactions, all at the expense of such Joint Bookrunner.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Facilities Documentation by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the commitments provided hereunder are subject solely to conditions precedent described in the first paragraph of Section 6 of this Commitment Letter.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER OR THE FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York County in the State of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest

extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby in any New York State or in any such Federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "***PATRIOT Act***"), each of us and each of the Lenders may be required to obtain, verify and record information that identifies the Borrower and the Guarantors, which information may include their names, addresses, tax identification numbers and other information that will allow each of us and the Lenders to identify the Borrower, the Target, Holdings and the Guarantors in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for each of us and the Lenders. You hereby acknowledge and agree that the Lead Arrangers shall be permitted to share any and all such information with the Lenders.

The indemnification, compensation (if applicable), reimbursement (if applicable), syndication, jurisdiction, governing law, venue, waiver of jury trial and confidentiality provisions contained herein and in the Fee Letter and the provisions of Section 8 of this Commitment Letter shall remain in full force and effect regardless of whether Facilities Documentation shall be executed and delivered and notwithstanding the termination or expiration of this Commitment Letter or the Initial Lenders' commitments hereunder; *provided* that your obligations under this Commitment Letter (except as specifically set forth in the third through seventh paragraphs of Section 3 and the penultimate sentence of Section 4, and other than your obligations with respect to the confidentiality of the Fee Letter, the Second A&R Fee Letter, the A&R Fee Letter and the Original Fee Letter and the contents thereof) shall automatically terminate and be superseded by the provisions of the Facilities Documentation upon the initial funding thereunder, and you shall automatically be released from all liability in connection therewith at such time. You may terminate this Commitment Letter and/or the Initial Lenders' commitments with respect to any of the Facilities (or any portion thereof, including on a non-pro rata basis across the Facilities) hereunder at any time subject to the provisions of the preceding sentence (any such commitment termination shall reduce the commitments of each Initial Lender on a pro rata basis based on their respective commitments to the relevant Facility as of the date hereof).

Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter.

Upon execution and delivery of this Commitment Letter and the Fee Letter, we agree to hold our commitment to provide the Facilities and our other undertakings in connection therewith available for you until the earliest of (i) after execution of the Acquisition Agreement and prior to the consummation of the Transactions, the termination of the Acquisition Agreement by you in a signed writing in accordance with its terms, (ii) the consummation of the Acquisition without the funding of the Facilities and (iii) 11:59 p.m., New York City time on December 16, 2016 (such earliest time, the "***Expiration Date***"). Upon the occurrence of any of the events referred to in the preceding sentence, this Commitment Letter and the commitments of the Commitment Parties hereunder and the agreement of the Commitment Parties to provide the services described herein shall automatically terminate unless the Commitment Parties shall, in their sole discretion, agree to an extension in writing.

Accepted and agreed to as of the date first written above:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: /s/ Judith Smith
Name: Judith Smith
Title: Authorized Signatory

By: /s/ D. Andrew Maletta
Name: D. Andrew Maletta
Title: Authorized Signatory

CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ Thomas Davidov
Name: Thomas Davidov
Title: Managing Director

JPMORGAN CHASE BANK, N.A.

By: /s/ Bruce S. Borden
Name: Bruce S. Borden
Title: Executive Director

J.P. MORGAN SECURITIES LLC.

By: /s/ Ray Kapadia
Name: Ray Kapadia
Title: Managing Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BARCLAYS BANK PLC

By: /s/ Robert Chen
Name: Robert Chen
Title: Managing Director

BARCLAYS CAPITAL INC.

By: /s/ Robert Chen
Name: Robert Chen
Title: Managing Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Thomas Cole
Name: Thomas Cole
Title: Managing Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

GOLDMAN SACHS BANK USA

By: /s/ Robert Ehudin
Name: Robert Ehudin
Title: Authorized Signatory

GOLDMAN SACHS LENDING PARTNERS

By: /s/ Robert Ehudin
Name: Robert Ehudin
Title: Authorized Signatory

GOLDMAN, SACHS & CO.

By: /s/ Charles D. Johnston
Name: Charles D. Johnston
Title: Authorized Signatory

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BANK OF AMERICA, N.A.

By: /s/ Caroline Kim
Name: Caroline Kim
Title: Director

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: /s/ Caroline Kim
Name: Caroline Kim
Title: Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Ian Dorrington
Name: Ian Dorrington
Title: Managing Director

By: /s/ Nicholas Hayes
Name: Nicholas Hayes
Title: Managing Director

DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH

By: /s/ Ian Dorrington
Name: Ian Dorrington
Title: Managing Director

By: /s/ Nicholas Hayes
Name: Nicholas Hayes
Title: Managing Director

DEUTSCHE BANK SECURITIES INC.

By: /s/ Ian Dorrington
Name: Ian Dorrington
Title: Managing Director

By: /s/ Nicholas Hayes
Name: Nicholas Hayes
Title: Managing Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

ROYAL BANK OF CANADA

By: /s/ James S. Wolfe
Name: James S. Wolfe
Title: Managing Director
Head of Global Leveraged Finance

RBC CAPITAL MARKETS, LLC

By: /s/ James S. Wolfe
Name: James S. Wolfe
Title: Managing Director
Head of Global Leveraged Finance

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

By: /s/ Robert Grillo
Name: Robert Grillo
Title: Director

ANZ SECURITIES, INC.

By: /s/ Charles Lachman
Name: Charles Lachman
Title: President

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. NEW YORK BRANCH

By: /s/ Brian Crowley
Name: Brian Crowley
Title: Managing Director

By: /s/ Cara Younger
Name: Cara Younger
Title: Director

BBVA SECURITIES INC.

By: /s/ David Barcus
Name: David Barcus
Title: Executive Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BNP PARIBAS

By: /s/ Andrew Shapiro
Name: Andrew Shapiro
Title: Managing Director

By: /s/ Brendan Heneghan
Name: Brendan Heneghan
Title: Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BNP PARIBAS SECURITIES CORP.

By: /s/ Nicolas Rabier
Name: Nicolas RABIER
Title: Managing Director

By: /s/ Julien Pecoud-Bouvet
Name: Julien PECOUD-BOUVET
Title: Vice President

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

CITIZENS BANK, N.A.

By: /s/ David C. Kilpatrick
Name: David C. Kilpatrick
Title: Director

RBS SECURITIES INC.

By: /s/ Jeffrey Orr
Name: Jeffrey Orr
Title: Managing Director

FIFTH THIRD BANK

By: /s/ Colin Murphy
Name: Colin Murphy
Title: Director

FIFTH THIRD SECURITIES, INC.

By: /s/ Michael Brothers
Name: Michael Brothers
Title: Managing Director

HSBC BANK USA, NATIONAL ASSOCIATION

By: /s/ Michael Bieber
Name: Michael Bieber
Title: Managing Director

HSBC SECURITIES (USA) INC.

By: /s/ Michael Bieber
Name: Michael Bieber
Title: Managing Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

MIZUHO BANK, LTD.

By: /s/ Bertram H. Tang
Name: Bertram H. Tang
Title: Authorized Signatory

MIZUHO SECURITIES USA INC.

By: /s/ Andrew Rothstein
Name: Andrew Rothstein
Title: Managing Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

THE BANK OF TOKYO – MISUBISHI UFJ, LTD.

By: /s/ Lillian Kim
Name: Lillian Kim
Title: Director

MUFG UNION BANK, N.A.

By: /s/ Lillian Kim
Name: Lillian Kim
Title: Director

MITSUBISHI UFJ SECURITIES (USA), INC.

By: /s/ James Gorman
Name: James Gorman
Title: Managing Director

NOMURA CORPORATE FUNDING AMERICAS, LLC

By: /s/ Lee Olive
Name: Lee Olive
Title: Managing Director

NOMURA SECURITIES INTERNATIONAL, INC.

By: /s/ Lee Olive
Name: Lee Olive
Title: Managing Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Madeline L. Moran
Name: Madeline L. Moran
Title: Assistant Vice President

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BANCO SANTANDER, S.A.

By: /s/ Federico Robin Delfino
Name: Federico Robin Delfino
Title: Senior Vice President

By: /s/ Paloma Garcia Castro
Name: Paloma Garcia Castro
Title: Associate

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

SANTANDER BANK, N.A.

By: /s/ William Maag
Name: William Maag
Title: Managing Director

SANTANDER INVESTMENT SECURITIES INC.

By: /s/ Ryan Grady
Name: Ryan Grady
Title: Managing Director

By: /s/ Kaitlin Howard
Name: Kaitlin Howard
Title: Vice President

THE BANK OF NOVA SCOTIA

By: /s/ Eugene Dempsey
Name: Eugene Dempsey
Title: Director

SCOTIA CAPITAL (USA) INC.

By: /s/ Paul McKeown
Name: Paul McKeown
Title: Managing Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

SOCIÉTÉ GÉNÉRALE.

By: /s/ Alexandre Huet
Name: Alexandre Huet
Title: Managing Director

SG AMERICAS SECURITIES, LLC

By: /s/ Michael Finkelman
Name: Michael Finkelman
Title: Managing Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

STANDARD CHARTERED BANK

By: /s/ Steven Aloupis
Name: Steven Aloupis A2388
Title: Managing Director
Capital Markets

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

COMMERZBANK AG, NEW YORK BRANCH

By: /s/ Tom H.S. Kang
Name: Tom H.S. Kang
Title: Corporates North America

By: /s/ Ryan Flohre
Name: Ryan Flohre
Title: Head of DCM Loans North America

COMMERZ MARKETS LLC

By: /s/ John Geremia
Name: John Geremia
Title: Managing Director

By: /s/ Isidoro Mazzara
Name: Isidoro Mazzara
Title: Director

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

BANK OF CHINA, NEW YORK BRANCH

By: /s/ Haifeng Xu
Name: Haifeng Xu
Title: Executive Vice President

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

INTESA SANPAOLO S.P.A. – NEW YORK BRANCH

By: /s/ William S. Denton
Name: William S. Denton
Title: Global Relationship Manager

By: /s/ Francesco Di Mario
Name: Francesco Di Mario
Title: F.V.P. & Head of Credit

BANCA IMI SECURITIES CORP.

By: /s/ Kelley Millet
Name: Kelley Millet
Title: Chief Executive Officer

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

UNICREDIT BANK AG, NEW YORK BRANCH

By: /s/ Kimberly Sousa
Name: Kimberly Sousa
Title: Managing Director

By: /s/ Mathias Eichwald
Name: Mathias Eichwald
Title: Director

Accepted and agreed to as of the date first above written:

DENALI HOLDINGS INC.

By: /s/ Thomas W. Sweet
Name: Thomas W. Sweet
Title: Senior Vice President and Chief Financial Officer

DENALI INTERMEDIATE INC.

By: /s/ Thomas W. Sweet
Name: Thomas W. Sweet
Title: Senior Vice President and Chief Financial Officer

DELL INC.

By: /s/ Thomas W. Sweet
Name: Thomas W. Sweet
Title: Senior Vice President and Chief Financial Officer

SCHEDULE I

COMMITMENT SCHEDULE

	Term B Facility	Term A-1 Facility	Term A-2 Facility	Term A-3 Facility	Revolving Facility	Unsecured Bridge Facility	Secured Bridge Facility	Term Cash Flow Facility	Margin Bridge Facility	Verdite Note Bridge Facility
Credit Suisse AG, Cayman Islands Branch	13.53%	7.73%	7.77%	13.69%	7.85%	13.69%	12.87%	16.00%	16.00%	16.00%
JPMorgan Chase Bank, N.A.	12.05%	6.89%	6.93%	12.19%	6.99%	12.19%	11.46%	14.25%	14.25%	14.25%
Bank of America, N.A.	12.05%	6.87%	6.87%	12.19%	6.97%	12.19%	11.46%	14.25%	14.25%	14.25%
Barclays Bank PLC	12.05%	6.87%	6.87%	12.19%	6.97%	12.19%	11.46%	14.25%	14.25%	14.25%
Citi	12.05%	6.87%	6.87%	12.19%	6.97%	12.19%	11.46%	14.25%	14.25%	14.25%
Goldman Sachs Bank USA	12.05%	6.87%	6.87%	0%	6.97%	0%	0%	7.40%	0%	0%
Goldman Sachs Lending Partners	0%	0%	0%	12.19%	0%	12.19%	11.46%	6.85%	14.25%	14.25%
Deutsche Bank AG New York Branch	5.92%	3.37%	3.37%	5.99%	3.43%	0%	0%	7.00%	0%	0%
Deutsche Bank AG Cayman Islands Branch	0%	0%	0%	0%	0%	5.99%	5.63%	0%	7.00%	7.00%
Royal Bank of Canada	4.86%	2.77%	2.77%	4.92%	2.81%	4.92%	4.62%	5.75%	5.75%	5.75%
HSBC Bank USA, National Association	3.07%	4.82%	4.82%	3.07%	4.89%	3.07%	3.04%	0%	0%	0%
BNP Paribas	2.50%	4.82%	4.82%	2.50%	4.89%	2.50%	2.47%	0%	0%	0%
The Bank of Tokyo – Mitsubishi UFJ, Ltd.	1.88%	4.82%	0%	1.81%	4.89%	1.81%	4.33%	0%	0%	0%
MUFG Union Bank, N.A.	0%	0%	4.82%	0%	0%	0%	0%	0%	0%	0%
The Bank of Nova Scotia	1.25%	4.82%	4.82%	1.25%	4.89%	1.25%	1.24%	0%	0%	0%
Societe Generale	0.90%	3.07%	3.07%	1.18%	3.43%	1.18%	0.89%	0%	0%	0%
Mizuho Bank, Ltd.	0.84%	3.37%	3.37%	0.85%	3.43%	0.85%	0.80%	0%	0%	0%
Standard Chartered Bank	0.61%	3.37%	3.37%	0.62%	3.43%	0.62%	0.58%	0%	0%	0%
Australia and New Zealand Bank Group Limited	0.47%	2.41%	2.41%	0.47%	2.45%	0.47%	0.45%	0%	0%	0%
Banco Bilbao Vizcaya Argentaria, S.A. New York Branch	0.47%	2.41%	2.41%	0.47%	2.45%	0.47%	0.45%	0%	0%	0%
Nomura Corporate Funding Americas, LLC	0.47%	0.48%	0.48%	0.76%	0.49%	0.76%	0.45%	0%	0%	0%
Fifth Third Bank	0.28%	1.40%	1.32%	0.28%	1.43%	0.28%	0.27%	0%	0%	0%
Citizens Bank, N.A.	0.28%	1.45%	1.45%	0%	1.47%	0%	0.27%	0%	0%	0%
Santander Bank, N.A. or any affiliate of Santander Bank, N.A.	0.19%	0.96%	0.96%	0.19%	0.98%	0.19%	0.18%	0%	0%	0%
PNC Bank, National Association	0%	1.45%	1.45%	0%	1.47%	0%	0%	0%	0%	0%
Intesa Sanpaolo S.p.A.	1.25%	4.81%	4.81%	0%	3.43%	0%	2.16%	0%	0%	0%
Commerzbank AG, New York Branch	0.50%	2.44%	2.44%	0.50%	2.45%	0.50%	0.49%	0%	0%	0%
Bank of China, New York Branch	0.50%	2.44%	2.44%	0.50%	2.45%	0.50%	0.49%	0%	0%	0%
Unicredit Bank AG, New York Branch	0%	2.44%	2.44%	0%	2.12%	0%	1.03%	0%	0%	0%
Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

SCHEDULE II

LIST OF BROKER-DEALER AFFILIATES OF CERTAIN COMMITMENT PARTIES OTHER THAN THE LEAD ARRANGERS AND JOINT BOOKRUNNERS

HSBC Securities (USA) Inc.
BNP Paribas Securities Corp.
Mitsubishi UFJ Securities (USA) Inc.
Scotia Capital (USA) Inc.
SG Americas Securities, LLC
Standard Chartered Bank
ANZ Securities, Inc.
BBVA Securities Inc.
Nomura Securities International, Inc.
Fifth Third Securities, Inc.
RBS Securities, Inc.
Santander Investment Securities Inc.
Banca IMI Securities Corp.
UniCredit Capital Markets LLC

Project Epcot
Transaction Description

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the other Exhibits to the Commitment Letter to which this Exhibit A is attached (the "***Commitment Letter***") or in the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used.

Denali Holding Inc., a corporation organized under the laws of the State of Delaware ("***Buyer***") intends to acquire (the "***Acquisition***") the capital stock of EMC Corporation, a corporation organized under the laws of the Commonwealth of Massachusetts (the "***Target***"), from the equity holders thereof (collectively, the "***Sellers***"). Buyer intends to consummate the Acquisition pursuant to an Agreement and Plan of Merger, dated as of the Signing Date (together with all exhibits, schedules and other disclosure letters thereto, collectively, as amended, the "***Acquisition Agreement***") by and among Buyer, the Company, Universal Acquisition Co., a newly formed corporation organized under the laws of the State of Delaware and a direct or indirect wholly owned subsidiary of Buyer ("***Merger Sub***"), and the Target, pursuant to which (i) Merger Sub will merge with and into the Target (the "***Merger***"), with the Target being the surviving entity of the Merger, and (ii) except with respect to certain Sellers who may be given the opportunity to rollover capital stock, restricted stock units and/or options into Buyer or one of its affiliates (in such capacity, the "***Rollover Investors***") and Sellers who exercise appraisal rights under Massachusetts law, the Sellers will receive the Tracking Stock (as defined below) and cash (the "***Cash Acquisition Consideration***") in exchange for their capital stock, restricted stock units and/or options in the Target (the Tracking Stock and the Cash Consideration, collectively, the "***Acquisition Consideration***"). Immediately following the Merger, all of the outstanding capital stock of the Target will be contributed or otherwise transferred to the Company and the Target will become a wholly-owned direct or indirect subsidiary of the Company and a sister company of the Borrower.

In connection with the foregoing, it is intended that:

a) The Sponsor and certain other investors arranged by and/or designated by the Sponsor (collectively with the Sponsor, the "***Investors***") will directly or indirectly make cash equity contributions to Buyer through the purchases of common stock of Buyer, the net proceeds of which will be further contributed, directly or indirectly, to Merger Sub (*provided* that any such contribution to Merger Sub in a form other than common equity shall be reasonably satisfactory to the Majority Lead Arrangers) (the foregoing cash equity contributions in Merger Sub (the "***Equity Contribution***")), in an aggregate amount equal to at least $3,000 million (the "***Minimum Equity Contribution***").

b) Buyer shall issue Class V Common Stock (as defined in the Acquisition Agreement) to Sellers as Acquisition Consideration in accordance with the Acquisition Agreement (the "***Tracking Stock***").

c) Dell International LLC, a limited liability company organized under the laws of the State of Delaware and a wholly owned, direct, subsidiary of the Company (the "***Borrower***") will (i) obtain up to $5,000 million under a senior secured term loan B facility described in Exhibit B to the Commitment Letter (the "***Term B Facility***"), (ii) obtain up to $3,700 million under a senior secured term loan A-1 facility described in Exhibit B to the Commitment Letter (the "***Term A-1 Facility***"), (iii) obtain up to $3,925 million under a senior secured term loan A-2 facility described in Exhibit B to the Commitment Letter (the "***Term A-2 Facility***"), (iv)

obtain up to $1,800 million under a senior secured term loan A-3 facility described in Exhibit B to the Commitment Letter (the "***Term A-3 Facility***" and together with the Term A-1 Facility and the Term A-2 Facility, the "***Term A Facilities***"), (v) obtain up to $2,500 million under a senior secured cash flow term loan facility described in Exhibit B to the Commitment Letter (the "***Term Cash Flow Facility***", together with the Term B Facility and the Term A Facilities, the "***Term Facilities***"), (vi) obtain up to $3,150 million of commitments under a revolving facility described in Exhibit B to the Commitment Letter (the "***Revolving Facility***" and collectively with the Term Facilities, the "***Credit Facilities***"), (vii) obtain up to $2,200 million under the specified bridge facility described in Exhibit C to the Commitment Letter (the "***Specified Unsecured Bridge Facility***"), (viii) issue senior unsecured notes yielding up to $3,250 million in gross proceeds (the "***Unsecured Notes***") in a Rule 144A offering, or in the event the Unsecured Notes are not issued on or prior to the Closing Date or if the Unsecured Notes issued on or prior to the Closing Date yield less than $3,250 million of gross cash proceeds, obtain the ordinary bridge facility described in Exhibit C to the Commitment Letter (the "***Ordinary Unsecured Bridge Facility***" and together with the Specified Unsecured Bridge Facility, the "***Unsecured Bridge Facility***"), (ix) issue senior secured notes yielding up to $20,000 million in gross proceeds (the "***Secured Notes***" together with the Unsecured Notes, the "***Notes***") in a Rule 144A offering, or in the event the Secured Notes are not issued on or prior the Closing Date or if the Secured Notes issued on or prior to the Closing Date yield less than $20,000 million of gross cash proceeds, obtain the bridge facility described in Exhibit D to the Commitment Letter (the "***Secured Bridge Facility***" and together with the Unsecured Bridge Facility, the "***Bridge Facilities***"), (x) obtain up to $2,500 million of commitments under a Margin Bridge Facility described in Exhibit E to the Commitment Letter (the "***Margin Bridge Facility***") and (xi) obtain up to $1,500 million of commitments under a Verdite Note Bridge Facility described in Exhibit F to the Commitment Letter (the "***Verdite Note Bridge Facility***" and together with the Credit Facilities, the Bridge Facilities and the Margin Bridge Facility, the "***Facilities***").

d) The amounts necessary to redeem the existing 5.625% senior first lien notes due 2020 of the Borrower and Denali Finance Corp. (the "***Refinanced Notes***") and to discharge the indenture governing the Refinanced Notes in accordance with its terms as of the Closing Date shall be deposited with the trustee for such notes substantially concurrently with the closing of the Transactions and the notice to redeem such notes shall be sent to the holders of such existing notes on the Closing Date (collectively, the "***Notes Redemption***") and all guarantees, liens and security related thereto shall have been terminated or customary arrangements for such termination and/or release have been agreed upon with the Bank Administrative Agents. All other existing notes of the Company and the Target shall remain outstanding on the Closing Date (the "***Remaining Notes***").

e) All principal, accrued, but unpaid interest, fees and other amounts (other than contingent obligations not then due and payable) outstanding on the Closing Date and set forth on Annex I to this Exhibit A shall be repaid in full in connection with, and substantially concurrently with the closing of, the Transactions, and all commitments to lend and guarantees and security in connection therewith shall have been terminated and/or released or customary arrangements for such termination and/or release have been agreed upon with the Bank Administrative Agents (collectively with the Notes Redemption, the "***Refinancing***").

f) The proceeds of the Equity Contribution, the Facilities (and/or the Notes) and a portion of the cash on hand at the Company, the Target and their respective subsidiaries on the Closing Date will be applied to pay (i) the Cash Acquisition Consideration, (ii) the fees and expenses incurred in connection with the Transactions (such fees and expenses, the "***Transaction Costs***"), and (iii) for the Refinancing (the amounts set forth in clauses (i) through (iii) above, collectively, the "***Acquisition Funds***").

The transactions described above (including the payment of Transaction Costs) are collectively referred to herein as the "***Transactions***".

Refinancing Debt

1. The revolver of the Target maturing in 2020.

2. The term loans outstanding under the Precedent Documentation.

3. The revolving loans (if any) and commitments outstanding under the existing ABL credit agreement of the Borrower.

Project Epcot
Credit Facilities
Summary of Principal Terms and Conditions[2]

Borrower:	As set forth in Exhibit A to the Commitment Letter.
Co-Borrower:	On the Closing Date, after giving effect to the Acquisition, the Target shall become a co-borrower under the Credit Facilities (in such capacity, the "***Co-Borrower***") and thereafter shall be liable for the Borrower Obligations (as defined below) on a joint and several basis with the Borrower.
Transactions:	As set forth in Exhibit A to the Commitment Letter.
Administrative Agents and Collateral Agents:	CS (solely with respect to the Term B Facility) and JPM Chase (as to each other Credit Facility) will act as administrative agent and collateral agent (in such capacities, each a "***Bank Administrative Agent***") for a syndicate of banks, financial institutions and other institutional lenders and investors reasonably acceptable to the Lead Arrangers and the Borrower, excluding any Disqualified Lender (together with the Initial Bank Lenders, the "***Lenders***"), and will perform the duties customarily associated with such roles.
Lead Arrangers and Joint Bookrunners:	CS Securities, JPMorgan, Bank of America, Barclays, Citi, Goldman, DBSI and RBCCM will act as lead arranger (each in such capacity, a "***Lead Arranger***" and, together, the "***Lead Arrangers***"), and CS Securities, JPMorgan, Bank of America, Barclays, Citi, Goldman, DBSI and RBCCM will act as bookrunner (each in such capacity, a "***Joint Bookrunner***" and, together, the "***Joint Bookrunners***"), in each case for the Credit Facilities, and each will perform the duties customarily associated with such roles.
Other Agents:	The Borrower may designate Lead Arrangers or their affiliates to act as syndication agent, documentation agent or co-documentation agent as provided in the Commitment Letter.
Credit Facilities:	(A) A senior secured term loan B facility (the "***Term B Facility***") in an aggregate principal amount of up to $5,000 million plus, at the Borrower's election, an amount sufficient to fund any original issue discount or upfront fees required to be funded in connection with the "Term Facilities Market Flex Provisions" in the Fee Letter in respect of the Term B Facility minus any amount of Term B Loans funded, including funding into escrow by mutual agreement of the Majority Lead Arrangers and you. The loans under the Term B Facility are referred to as the "***Term B Loans***". (B) A senior secured term loan A-1 facility (the "***Term A-1 Facility***") in an aggregate principal amount of up to $3,700 million plus, at the Borrower's election, an amount sufficient to fund any original issue discount or upfront fees required to be funded in connection with the "Term Facilities Market Flex Provisions" in the Fee Letter in respect

[2] All capitalized terms used but not defined herein shall have the meaning given them in the Commitment Letter to which this Term Sheet is attached, including Exhibits A, C, D, E, F and G thereto.

of the Term A-1 Facility under the Fee Letter minus any Commitment Reduction (as defined below) in respect of the Term A-1 Facility. The loans under the Term A-1 Facility are referred to as the "***Term A-1 Loans***".

(C) A senior secured term loan A-2 facility (the "***Term A-2 Facility***") in an aggregate principal amount of up to $3,925 million plus, at the Borrower's election, an amount sufficient to fund any original issue discount or upfront fees required to be funded in connection with the "Term Facilities Market Flex Provisions" in the Fee Letter in respect of the Term A-2 Facility. The loans under the Term A-2 Facility are referred to as the "***Term A-2 Loans***".

(D) A senior secured term loan A-3 facility (the "***Term A-3 Facility***" together with the Term A-1 Facility and the Term A-2 Facility, the "***Term A Facilities***") in an aggregate principal amount of up to $1,800 million plus, at the Borrower's election, an amount sufficient to fund any original issue discount or upfront fees required to be funded in connection with the "Term Facilities Market Flex Provisions" in the Fee Letter in respect of the Term A-3 Facility minus any Commitment Reduction in respect of the Term A-3 Facility. The loans under the Term A-3 Facility are referred to as the "***Term A-3 Loans***", and together with the Term A-1 Loans and the Term A-2 Loans, the "***Term A Loans***".

(E) A senior secured cash flow term loan facility (the "***Term Cash Flow Facility***", together with the Term B Facility and the Term A Facilities, the "***Term Facilities***") in an aggregate principal amount of up to $2,500 million plus, at the Borrower's election, an amount not to exceed the amount sufficient to fund any original issue discount or upfront fees required to be funded in connection with the "Term Facilities Market Flex Provisions" in the Fee Letter or the "Unsecured Securities Demand" under the Fee Letter and not otherwise funded. The loans under the Term Cash Flow Facility are referred to as the "***Term Cash Flow Loans***", and together with the Term B Loans and the Term A Loans, the "***Term Loans***".

(F) A senior secured revolving facility (the "***Revolving Facility***", together with the Term Facilities, the "***Credit Facilities***") in an aggregate amount of $3,150 million. The loans under the Revolving Facility (including, unless the context otherwise requires, swingline borrowings) are referred to as the "***Revolving Loans***", and together with the Term Loans, the "***Loans***" and the commitments under the Revolving Facility are referred to as the "***Revolving Commitments***". The Lenders with Revolving Commitments are referred to as the "***Revolving Lenders***".

Letters of Credit and Swingline Loans: The Bank Documentation will include letter of credit and swingline loan provisions on terms and conditions substantially consistent with the Borrower's existing ABL facility after giving effect to Documentation Considerations; provided that (i) the letter of credit sublimit shall be $750 million, (ii) the swingline sublimit shall be $400 million and (iii)(x) JPM Chase (or its affiliate) and other lenders reasonably satisfactory to the Borrower and JPM Chase shall serve as the letter of credit issuers and (y) JPM Chase shall serve as the swingline lender.

Incremental Facilities: The Credit Facilities will permit the Borrower or any Guarantor to add one or more incremental term loan facilities to the Term Facilities or to increase the existing Term Facilities (each, an "***Incremental Term Facility***" and the commitments in respect thereof are referred to as the "***Incremental Term Commitments***") or increase the commitments

in respect of the Revolving Facility (such increased commitments, the "***Incremental Revolving Commitments***" and the Incremental Revolving Commitments together with the Incremental Term Facilities, the "***Incremental Facilities***") in an aggregate amount not to exceed (A) the greater of (1) $10,000 million and (2) 100% of Consolidated EBITDA (as defined below) for the last four fiscal quarters of the Company for which financial statements have been delivered plus (B) all voluntary prepayments of the Term Facilities and voluntary prepayments of Revolving Loans to the extent accompanied by a permanent reduction of the revolving commitments thereunder, in each case, made prior to such date of incurrence and not funded with the proceeds of long term debt plus (C) an additional amount such that, after giving effect to the incurrence of any such Incremental Facility pursuant to this clause (C) (which shall assume that all such indebtedness was secured on a first lien basis, whether or not so secured and shall assume, in the case of Incremental Revolving Commitments, that such commitments were fully drawn) (and after giving effect to any acquisition consummated concurrently therewith and any other acquisition, disposition, debt incurrence, debt retirement and other appropriate pro forma adjustment events, including any debt incurrence (but without giving effect to any amount incurred simultaneously under either clause (A) or (B) above) or retirement subsequent to the end of the applicable test period and on or prior to the date of such incurrence, all to be further defined in the Bank Documentation (as defined below)), the Company would be in compliance, on a pro forma basis (and netting any cash proceeds from such incurrence not applied promptly for the specified transaction in connection with such incurrence), with a First Lien Leverage Ratio (as defined in the Precedent Documentation, subject to "Financial Definitions" below) (recomputed as of the last day of the most recently ended fiscal quarter of the Company for which financial statements have been delivered) equal to or less than 3.25:1.00; *provided* that

(i) no event of default is continuing (except in connection with permitted acquisitions or investments, where no payment or bankruptcy event of default will be the standard) under the Bank Documentation has occurred and is continuing or would exist after giving effect thereto;

(ii) the maturity date of any such Incremental Term Facility (x) which is a Term B Incremental Facility, shall be no earlier than the maturity date of the Term B Facility and the weighted average life of such Incremental Term Facility shall not be shorter than the then remaining weighted average life of the Term B Facility and (y) which is a Term A Incremental Facility, shall be no earlier than the latest maturity date of the Term A Facilities and the weighted average life of such Incremental Term Facility shall not be shorter than the then remaining weighted average life of the Term A Facilities; provided that this clause (ii) shall not apply to up to $5,000 million in Incremental Term Facilities as selected by the Borrower (the "***Incremental Maturity Carveout***");

(iii) the currency, pricing, interest rate margins, discounts, premiums, rate floors and fees and (subject to clause (ii) above) maturity and amortization schedule applicable to any Incremental Facility shall be determined by the Borrower and the lenders thereunder; *provided* that only during the period commencing on the Closing Date and ending on the date that is one year after the Closing Date (the "***MFN Sunset Date***") with respect to Incremental Facilities incurred pursuant to clause (A) above and with a maturity date less than two years after the latest maturity date under the Term B Facility, Term A-1 Facility or Term A-2 Facility, as applicable, in the event that the interest rate margins for any such

Incremental Facility are higher than the interest rate margins for the Term B Facility, Term A-1 Facility or Term A-2 Facility, as applicable, by more than 50 basis points, then the interest rate margins for the Term B Facility, Term A-1 Facility or Term A-2 Facility, as applicable, shall be increased to the extent necessary so that such interest rate margins are equal to the interest rate margins for such Incremental Facility minus 50 basis points; *provided*, *further*, that, in determining the interest rate margins applicable to any Incremental Facility and the applicable Term Facility (A) OID or upfront fees (which shall be deemed to constitute like amounts of OID) or other fees payable by the Borrower to the Lenders under the applicable Term Facility or any Incremental Facility in the initial primary syndication thereof shall be included (with OID or upfront fees being equated to interest based on assumed four-year life to maturity), (B) customary arrangement or commitment fees payable to any of the Commitment Parties (or their respective affiliates) in connection with the applicable Term Facility or to one or more arrangers or bookrunners (or their affiliates) of any Incremental Facility in each case, not payable to all lenders shall be excluded and (C) (1) with respect to any Term Facility to the extent that Adjusted LIBOR for a three month interest period on the closing date of any such Incremental Facility is less than the LIBOR floor for such Term Facility, the amount of such difference shall be deemed added to the interest margin for such Term Facility, solely for the purpose of determining whether an increase in the interest rate margins for such Term Facility shall be required and (2) with respect to any Incremental Facility, to the extent that Adjusted LIBOR applicable to the any Term Facility for a three month interest period on the closing date of any such Incremental Facility is less than the interest rate floor, if any, applicable to any such Incremental Facility, the amount of such difference shall be deemed added to the interest rate margins for the loans under the Incremental Facility solely for the purpose of determining whether an increase in the interest rate margins for the such Term Facility shall be required (collectively, the "***MFN Protection***")

(iv) any Incremental Term Facility that has terms and conditions consistent with a term loan B financing in the reasonable determination of the Borrower or that otherwise does not constitute a Term A Incremental Facility (a "***Term B Incremental Facility***") shall be on terms and pursuant to documentation to be determined; *provided* that to the extent such terms and documentation are not consistent with the Term B Facility (except to the extent permitted by clause (ii) or (iii) above), they shall be reasonably satisfactory to the applicable Bank Administrative Agent (it being understood that, to the extent that any financial maintenance covenant is added for the benefit of any Incremental Facility, no consent shall be required from either Bank Administrative Agent or any of the Term Lenders to the extent that such financial maintenance covenant is (1) also added for the benefit of any existing Term Facility or (2) only applicable after the latest maturity of any existing Term Facility);

(v) any Incremental Facility that has terms and conditions consistent with a term loan A financing in the reasonable determination of the Borrower (a "***Term A Incremental Facility***") shall be on terms and pursuant to documentation to be determined; provided that to the extent such terms and documentation are not consistent with the Term A Facilities (except to the extent permitted by clause (ii) or (iii) above), they shall be reasonably satisfactory to the applicable Bank Administrative Agent (it being understood that, to the extent that any financial

maintenance covenant is added for the benefit of any Incremental Facility, no consent shall be required from either Bank Administrative Agent or any of the Term Lenders to the extent that such financial maintenance covenant is (1) also added for the benefit of any existing Term Facility or (2) only applicable after the latest maturity of any existing Term Facility);

(vi) in the case of Incremental Revolving Commitments, such Incremental Revolving Commitments shall either (i) be subject to the same terms and conditions as the Revolving Facility (and be deemed added to, and made a part of, the Revolving Facility) or (ii) have terms and conditions that are reasonably satisfactory to the applicable Bank Administrative Agent (it being understood that, to the extent that any financial maintenance covenant is added for the benefit of any Incremental Revolving Commitments, no consent shall be required from either Bank Administrative Agent or any of the Revolving Lenders to the extent that such financial maintenance covenant is (1) also added for the benefit of any existing Revolving Facility or (2) only applicable after the latest maturity of any existing Revolving Facility); and

(vii) (a) any Incremental Facility that is secured shall only be secured by the Collateral and (b) no Incremental Facility shall be guaranteed by entities other than the Guarantors.

The Company may (but is not obligated to) seek commitments in respect of the Incremental Facilities from existing Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) and from additional banks, financial institutions and other institutional lenders or investors who will become Lenders in connection therewith ("***Additional Lenders***"); *provided* that (i) the applicable Bank Administrative Agent shall have consent rights (not to be unreasonably withheld) with respect to such Additional Lender, if such consent would be required under the heading "Assignments and Participations" for an assignment of loans or commitments, as applicable, to such Additional Lender and (ii) the restrictions applicable to Affiliated Lenders set forth under "Assignments and Participations" shall apply to commitments in respect of Incremental Facilities.

Refinancing Facilities: The Bank Documentation will permit the Borrower or any Guarantor to refinance loans (including by extending the maturity) under the Credit Facilities or loans under any Incremental Facility on terms and conditions substantially consistent with the Precedent Documentation after giving effect to Documentation Considerations.

Purpose: (A) The proceeds of borrowings under the Term Facilities will be used by Buyer, Holdings and their subsidiaries, together with the proceeds from borrowings under the Revolving Facility, the proceeds from the Equity Contribution, the proceeds from the Bridge Facilities and/or the Notes, the proceeds from the Verdite Note Bridge Facility, the proceeds from the Margin Bridge Facility (or any Takeout Margin Loan Debt) and cash on hand at the Company, the Target and their respective subsidiaries, solely to pay the Acquisition Funds (including, at the Borrower's election, to fund original issue discount ("***OID***") or upfront fees required pursuant to the "Term Facilities Market Flex Provisions" or "Bridge Flex Provisions" in the Fee Letter or the "Unsecured Securities Demand" under the Fee Letter) to the extent otherwise permitted above and any other use not prohibited by the Bank Documentation.

(B) The letters of credit, bank guarantees and proceeds of Revolving Loans (except as set forth below) may be used by the Company and its subsidiaries for working capital and other general corporate purposes, including the financing of permitted acquisitions and other permitted investments and permitted dividends and other distributions on account of the capital stock of the Borrower and any other use not prohibited by the Bank Documentation, and to finance a portion of the Acquisition Funds.

(C) The proceeds of any Incremental Facility may be used by the Company and its subsidiaries for working capital and other general corporate purposes, including the financing of permitted acquisitions, other permitted investments and dividends and other permitted distributions on account of the capital stock of the Company.

Availability: The Term Facilities will be available in a single drawing on the Closing Date. Amounts borrowed under the Term Facilities that are repaid or prepaid may not be reborrowed.

The Revolving Facility will be available on and after the Closing Date and at any time prior to the final maturity of the Revolving Facility. Additionally, letters of credit, bank guarantees and other credit support no longer available to the Company, the Target or their subsidiaries as of the Closing Date may be "rolled over" on the Closing Date and/or new letters of credit or bank guarantees may be issued on the Closing Date in order to, among other things, backstop or replace any such credit support outstanding on the Closing Date under such facilities. Otherwise, letters of credit, bank guarantees and Revolving Loans will be available at any time prior to the final maturity of the Revolving Facilities, in minimum principal amounts to be agreed upon. Amounts repaid under the Revolving Facility may be reborrowed.

Interest Rates and Fees: As set forth on Annex I hereto.

Default Rate: During the continuance of a payment or bankruptcy event of default, with respect to overdue principal, at the applicable interest rate plus 2.00% per annum, and with respect to any other overdue amount (including overdue interest), at the interest rate applicable to ABR loans (as defined in Annex I) plus 2.00% per annum, which, in each case, shall be payable on demand.

Final Maturity and Amortization: The Term B Facility will mature on the date that is seven years after the Closing Date and will amortize in equal quarterly installments in aggregate annual amounts equal to 1% of the original principal amount of the Term B Facility, with the balance payable on the maturity date thereof.

The Term A-1 Facility will mature on December 31, 2018 and will have no amortization, with the balance payable on the maturity date thereof.

The Term A-2 Facility will mature on the date that is five years after the Closing Date and will amortize in equal quarterly installments in aggregate annual amounts equal to (i) during the first year after the Closing Date, 5% of the original principal amount of the Term A-2 Facility, (ii) during the second year after the Closing Date, 5% of the original principal amount of the Term A-2 Facility, (iii) during the third year after the Closing

Date, 10% of the original principal amount of the Term A-2 Facility, (iv) during the fourth year after the Closing Date, 10% of the original principal amount of the Term A-2 Facility and (v) during the fifth year after the Closing Date, 70% of the original principal amount of the Term A-2 Facility.

The Term A-3 Facility will mature on December 31, 2018 and will have no amortization, with the balance payable on the maturity date thereof.

The Term Cash Flow Facility will mature on the date that is 364 days after the Closing Date and will have no amortization, with the balance payable on the maturity date thereof.

The Revolving Facility will mature, and the Revolving Loans will terminate, on the date that is five years after the Closing Date.

The Bank Documentation shall contain customary "amend and extend" provisions pursuant to which individual Lenders may agree to extend the maturity date of their outstanding Term Loans, loans under any Incremental Facility or Revolving Commitments (which may include, among other things, an increase in the interest rate payable in respect of such extended Term Loans, loans under any Incremental Facility or Revolving Commitments, with such extensions not subject to any "default stoppers", financial tests or "most favored nation" pricing provisions) upon the request of the Borrower and without the consent of any other Lender (it is understood that (i) no existing Lender will have any obligation to commit to any such extension and (ii) each Lender under the class being extended shall have the opportunity to participate in such extension on the same terms and conditions as each other Lender under such class).

Guarantees: All obligations of the Borrower and the Co-Borrower under the Credit Facilities (the "***Borrower Obligations***") and under any interest rate protection or other swap or hedging arrangements (other than any obligation of any Guarantor to pay or perform under any agreement, contract, or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act (a "***Swap***"), if, and to the extent that, all or a portion of the guarantee by such Guarantor of, or the grant by such Loan Party of a security interest to secure, such Swap (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) (collectively, "***Excluded Swap Obligations***")), and obligations under cash management arrangements, in each case entered into with a Lender, Lead Arranger, Joint Bookrunner, a Bank Administrative Agent or any affiliate of a Lender, Lead Arranger, Joint Bookrunner or a Bank Administrative Agent at the time such transaction is entered into ("***Hedging/Cash Management Arrangements***") will be unconditionally and irrevocably guaranteed jointly and severally on a senior basis (the "***Guarantees***") by each existing and subsequently acquired or organized direct or indirect wholly-owned U.S. restricted subsidiary of Holdings (other than the Borrower and the Co-Borrower) (the "***Subsidiary Guarantors***") and by Holdings (together with the Subsidiary Guarantors, the "***Guarantors***"); *provided* that Subsidiary Guarantors shall not include (a) unrestricted subsidiaries, (b) immaterial or other excluded subsidiaries (to be defined in a mutually acceptable manner), (c) any subsidiary that is prohibited by applicable law, rule or regulation or by any contractual obligation existing on the Closing Date or on the date any such subsidiary is acquired (so long in respect of any such contractual prohibition such prohibition is not incurred in contemplation of such acquisition), in each case from

guaranteeing the Facilities (other than the ABS Facilities (as such term is defined in the Precedent Documentation)) or the Notes or which would require governmental (including regulatory) consent, approval, license or authorization to provide a Guarantee, or for which the provision of a Guarantee would result in a material adverse tax consequence (including as a result of the operation of Section 956 of the Internal Revenue Code of 1986, as amended (the "***IRS Code***") or any similar law or regulation in any applicable jurisdiction) to Holdings or one of its subsidiaries (as reasonably determined by the Company in consultation with the Bank Administrative Agents), (d) any non U.S. subsidiary or any direct or indirect U.S. subsidiary of a direct or indirect non-U.S. subsidiary of the Company that is a "controlled foreign corporation" within the meaning of Section 957 of the IRS Code (a "***CFC***") (and any direct or indirect U.S. subsidiary of the Company that has no material assets other than equity of one or more direct or indirect non-U.S. subsidiaries that are CFCs (any such entity, a "***FSHCO***")), (e) any not-for-profit subsidiaries, captive insurance companies or other special purpose subsidiaries and (f) certain special purpose entities (including the transferors, the borrowers under, and any other special purpose entities formed to facilitate, the ABS Facilities or any Permitted Receivables Securitization (as defined below), but, for the avoidance of doubt, excluding the servicer thereof (each a "***Receivables Subsidiary***")).

Notwithstanding the foregoing, subsidiaries may be excluded from the guarantee requirements in circumstances where the Bank Administrative Agents and the Borrower reasonably agree that the cost of providing such a guarantee is excessive in relation to the value afforded thereby.

Security: Subject to the limitations set forth below in this section and subject to the Limited Conditionality Provisions, the Borrower Obligations, the Hedging/Cash Management Arrangements and the Guarantees (collectively, the "***Bank Secured Obligations***") will be secured, on a first priority basis, by: (a) a perfected first priority pledge of 100% of the equity interests of the Company and the Target, 100% of the equity interests in the Borrower, the Co-Borrower and 100% of the equity interests of each direct, wholly-owned material restricted subsidiary of the Borrower, the Co-Borrower and of each Guarantor (which pledge, in the case of capital stock of any foreign subsidiary or FSHCO, shall be limited to 65% of the voting capital stock and 100% of the non-voting of such foreign subsidiary or FSHCO) and (b) perfected first priority security interests in, and mortgages on, substantially all tangible and intangible personal property and material fee-owned real property of the Borrower, the Co-Borrower and each Guarantor (including but not limited to accounts receivable, inventory, equipment, general intangibles (including contract rights), investment property, U.S. intellectual property, real property, intercompany notes, instruments, chattel paper and documents, letter of credit rights, commercial tort claims and proceeds of the foregoing) (the items described in clauses (a) and (b) above, but excluding the Excluded Assets (as defined below) and excluding the collateral for each of the ABS Facilities, collectively, the "***Collateral***"). The pledges of and security interests in and mortgages on the Collateral granted by the Borrower, the Co-Borrower and each Guarantor shall secure its own respective Bank Secured Obligations.

Notwithstanding anything to the contrary, the Collateral shall exclude the following: (i) (A) any fee-owned real property with a fair market value of less than an amount to be agreed (with all required mortgages being permitted to be delivered post-closing subject to the requirements of the Limited Conditionality Provisions) determined on the Closing Date for existing real property and on the date of acquisition for any after acquired real

property and (B) all real property leasehold interests (including requirements to deliver landlord lien waivers, estoppels and collateral access letters), (ii) any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest in any such licenses, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction, but excluding any prohibition or restriction that is ineffective under the UCC), (iii) pledges and security interests prohibited by applicable law, rule or regulation (including any legally effective requirement to obtain the consent of any governmental authority), (iv) margin stock (including class A common stock of Verdite) and, to the extent prohibited by, or creating an enforceable right of termination in favor of any other party thereto under (other than the Borrower, the Co-Borrower or a Guarantor), the terms of any applicable organizational documents, joint venture agreement or shareholders' agreement, equity interests in any person other than wholly-owned restricted subsidiaries, (v) assets to the extent a security interest in such assets would result in material adverse tax consequences as reasonably determined by the Borrower in consultation with the Bank Administrative Agents, (vi) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, (vii) any lease, license or other agreement or any property subject thereto (including pursuant to a purchase money security interest or similar arrangement) to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto (other than the Borrower, and the Co-Borrower or a Guarantor) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other similar applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code or other similar applicable law notwithstanding such prohibition, (viii) in excess of 65% of the voting capital stock and 100% of any non-voting capital stock of (A) any subsidiaries not organized under the laws of the United States or any state thereof or (B) any FSHCO; (ix) any Principal Property (as defined in any of the indentures (as supplemented prior to the Signing Date, including by officer's certificates) governing the Remaining Notes of both the Company and the Target) and capital stock of any subsidiary of Holdings that owns Principal Property of the Company or any of its subsidiaries (as defined in the Remaining Notes of the Company), (x) receivables and related assets (A) sold to any Receivables Subsidiary or (B) otherwise pledged in connection with any Permitted Receivables Securitization, (xi) the equity interests and assets of any unrestricted subsidiary, (xii) the Pledged Verdite Shares, (xiii) the Verdite Notes and (xiv) certain other assets to be agreed. The Collateral may also exclude those assets as to which the Bank Administrative Agents and the Borrower reasonably agree that the cost of obtaining such a security interest or perfection thereof are excessive in relation to the benefit to the Lenders of the security to be afforded thereby (the foregoing described in the previous two sentences are collectively referred to as the "***Excluded Assets***"). In addition, (a) for the Credit Facilities, control agreements shall not be required with respect to any deposit accounts, securities accounts or commodities accounts, (b) no perfection actions shall be required with respect to motor vehicles and other assets subject to certificates of title, (c) share certificates of immaterial subsidiaries shall not be required to be delivered, (d) no perfection actions shall be required with respect to letter of credit rights, except to the extent constituting a support obligation for other Collateral as to which perfection is accomplished solely by the filing of a UCC financing statement (it being understood that no actions shall be required to perfect a security interest in letter of credit rights, other than the filing of a UCC financing statement), commercial tort claims with a value of less than an amount to

be agreed and promissory notes evidencing debt for borrowed money in a principal amount of less than an amount to be agreed and (e) no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction shall be required to be taken to create any security interests in assets located or titled outside of the United States (including any equity interests of non-U.S. subsidiaries) or to perfect or make enforceable any security interests in any assets (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction).

All the above-described pledges, security interests and mortgages shall be created on terms substantially similar to those set forth in the Precedent Documentation, after giving effect to the Documentation Considerations (as defined below); and none of the Collateral shall be subject to other pledges, security interests or mortgages, other than with respect to the Secured Bridge Facility and/or Secured Notes certain customary permitted encumbrances and other exceptions and baskets to be set forth in the Bank Documentation, substantially similar to the exceptions and baskets set forth in the Precedent Documentation, after giving effect to the Documentation Considerations.

Intercreditor Agreement: The relative rights and priorities in the Collateral for the secured parties in (a) the Credit Facilities and (b) the Secured Bridge Facility (or the Secured Notes issued in lieu thereof) will be set forth in (i) a customary pari passu intercreditor agreement as between the collateral agents for the Credit Facilities and the Secured Bridge Facility (or Secured Notes issued in lieu thereof) (the "***Intercreditor Agreement***"). The Intercreditor Agreement shall permit the joinder of collateral agent(s) representing tranches of secured indebtedness permitted by the Facilities having liens with a priority corresponding to the parties thereto. The Intercreditor Agreement shall be consistent with the applicable intercreditor agreement in connection with the Precedent Documentation.

In addition, the exclusive rights of the ABS lenders in the Collateral (as defined in the ABS Facilities) will be acknowledged and agreed to by the Bank Administrative Agents on behalf of the Lenders.

Mandatory Prepayments: Loans under the Term Facilities and under any Incremental Term Facility shall be prepaid with:

(A) commencing with the first full fiscal year of the Company to occur after the Closing Date, an amount equal to 50% of Excess Cash Flow (to be defined in the Bank Documentation in a manner substantially consistent with the equivalent definition set forth in the Precedent Documentation (including a reduction for all cash restructuring charges), after giving effect to the Documentation Considerations as modified as reasonably agreed to (i) more accurately reflect the business and financial accounting of the Company and its subsidiaries after giving effect to the Transactions and (ii) address technical clarifications, but in any event to provide for a deduction from excess cash flow, without duplication among periods, of operating cash flow used to make acquisitions, make permitted investments (other than intercompany investments, cash equivalents, money market instruments), make permitted distributions and dividends or make capital expenditures, or to be used to fund planned acquisitions, investments or capital expenditures on terms consistent with the Precedent Documentation after giving effect to the Documentation Considerations), with step-downs to 25% and 0% based upon the achievement and maintenance of a First Lien Leverage Ratios (as

defined below) equal to or less than (1) 2.75:1.00 and (2) 2.50:1.00, respectively (such stepdowns, the "***Excess Cash Flow Stepdowns***"); *provided* that, for any fiscal year, at the Borrower's option any voluntary prepayments of all Loans and loans under Incremental Term Facilities (including the prepayment at a discount to par, with credit given to the actual cash amount of the payment, but excluding prepayments funded with the proceeds of long-term indebtedness or equity and, subject, in the case of any prepayment of the Revolving Facility or other working capital facility, to the extent commitments thereunder are permanently reduced by the amount of such prepayments), made during such fiscal year or after year-end and prior to the time such Excess Cash Flow prepayment is due, may be credited against Excess Cash Flow prepayment obligations on a dollar-for-dollar basis for such fiscal year (without duplication of any such credit in any prior or subsequent fiscal year) (with the First Lien Leverage Ratio of the Company for purposes of determining the applicable excess cash flow percentage above, recalculated to give pro forma effect to any cash pay down or reductions made during such time period);

(B) an amount equal to 100% (with step-downs to 50% and 0% based upon the achievement and maintenance of First Lien Leverage Ratios equal to or less than 2.75:1.00 and 2.50:1.00, respectively (such stepdowns, the "***Asset Sale Stepdowns***")) of the net cash proceeds of non-ordinary course asset sales or other dispositions (but excluding in the net cash proceeds of any sale or disposition of any or all of its equity interests in Verdite) by the Company and its restricted subsidiaries after the Closing Date (including insurance and condemnation proceeds and sale leaseback proceeds) in excess of an amount to be agreed for each individual asset sale or disposition and subject to, after receipt by the Company and its restricted subsidiaries of net cash proceeds of at least $7,700 million from such dispositions (with the calculation of such $7,700 million beginning on the Signing Date), the right to reinvest 100% of such proceeds, if such proceeds are reinvested (or committed to be reinvested) within 450 days (the "***Reinvestment Period***") of the receipt of such net cash proceeds and, if so committed to be reinvested, so long as such reinvestment is actually completed within 180 days thereafter, and other exceptions to be set forth in the Bank Documentation substantially similar to the exceptions set forth in the Precedent Documentation, after giving effect to the Documentation Considerations; and

(C) subject to the Secured Bridge Debt Sweep, an amount equal to 100% of the net cash proceeds of issuances of debt obligations of the Company and its restricted subsidiaries after the Closing Date (other than debt permitted under the Bank Documentation, except in respect of Refinancing Indebtedness (to be defined in a manner consistent with the Precedent Documentation)).

Notwithstanding anything in this "Mandatory Prepayments" section to the contrary, clause (B) above shall apply beginning on the Signing Date and any prepayments required thereunder shall reduce (i) the commitments in respect of the Specified Unsecured Bridge Facility until there are no commitments thereunder, (ii) the commitments in respect of the Term A-1 Facility until there are no commitments thereunder and (iii) thereafter shall reduce commitments in respect of the Term A-3 Facility until there are no commitments thereunder (each reduction, a "***Commitment Reduction***").

From and after the Closing Date, mandatory prepayments shall be applied, without premium or penalty, subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant interest period (i) amongst the Term Facilities and any Incremental Term Facility as selected by the Company (except pursuant to clause (C) above with respect to Refinancing Indebtedness); provided that mandatory prepayments pursuant to clause (B) above shall be applied ("the "***Asset Sale Prepayment Waterfall***") (a) to the Specified Unsecured Bridge Facility until repaid in full, (b) to the Term A-1 Facility until repaid in full, (c) to the Term A-3 Facility until paid in full and (d) thereafter, at the election of the Borrower and (ii) at the Borrower's direction to the amortization payments scheduled to occur under the Term Facilities and any Incremental Term Facility.

Notwithstanding the foregoing, the Bank Documentation will provide that, in the event that any Refinancing Indebtedness or any other indebtedness, including any Incremental Equivalent Debt and any Secured Notes thereof), that is secured on an equal priority basis (but without regard to the control of remedies) with the Term Facilities (collectively, ***"Additional First Lien Debt"***), shall be, such Additional First Lien Debt may share no more than ratably in any prepayments required by the foregoing provisions of clause (B).

Prepayments from non-U.S. subsidiaries' Excess Cash Flow and asset sale or other disposition proceeds will be limited under the Bank Documentation to the extent such prepayments would result in material adverse tax consequences or would be prohibited or restricted by applicable law, rule or regulation in a manner consistent with the Precedent Documentation.

Any Term Lender may elect not to accept its pro rata portion of any mandatory prepayment other than a prepayment described in clause (C) above (each a "***Declining Lender***"). Any prepayment amount declined (such amount, a "***Declined Amount***") by a Declining Lender may be retained by the Company and its restricted subsidiaries and shall increase the Available Amount Basket (as defined below).

Voluntary Prepayments and Reductions in Commitments:

Voluntary reductions of the unutilized portion of the Revolving Loans and voluntary prepayments of borrowings under the Term Facilities will be permitted at any time, in minimum principal amounts to be agreed, subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant interest period, without premium or penalty (other than as set forth in second succeeding paragraph).

All voluntary prepayments of the Term Facilities and any Incremental Term Facility will be applied to the remaining amortization payments under the Term Facilities or such Incremental Term Facility, as directed by the Borrower (and absent such direction, in direct order of maturity thereof), including to any class of extending or existing Term Loans in such order as the Borrower may designate, and shall be applied to the Term B Facility, Term A-1 Facility, Term A-2 Facility, Term A-3 Facility, Term Cash Flow Facility or any Incremental Term Facility as determined by the Borrower.

Any voluntary prepayment or refinancing (other than a refinancing of the Term Facilities in connection with any transaction that would, if consummated, constitute a change of control, initial public offering, Transformative Acquisition (as defined below) or Transformative Disposition (as defined below)) of the Term B Facility with other

broadly syndicated term loans under credit facilities with a lower Effective Yield (as defined below) than the Effective Yield of the Term B Facility, or any amendment (other than an amendment of the Term B Facility in connection with any transaction that would, if consummated, constitute a change of control, initial public offering, Transformative Acquisition or Transformative Disposition) that reduces the Effective Yield of the Term B Facility, in either case that occurs prior to the six month anniversary of the Closing Date (the "***Soft Call Date***") and the primary purpose of which is to lower the Effective Yield on the Term B Loans, shall be subject to a prepayment premium of 1% of the principal amount of the Term B Loans so prepaid, refinanced or amended. For the purposes of this paragraph, (i) "***Transformative Acquisition***" shall mean any acquisition by the Company or any restricted subsidiary that is either (a) not permitted by the terms of the First Lien Documentation immediately prior to the consummation of such acquisition or (b) if permitted by the terms of the Bank Documentation immediately prior to the consummation of such acquisition, would not provide the Company and its subsidiaries with adequate flexibility under the Bank Documentation for the continuation and/or expansion of their combined operations following such consummation, as determined by the Borrower acting in good faith, (ii) "***Transformative Disposition***" shall mean any disposition by the Company or any restricted subsidiary that is either (a) not permitted by the terms of the Bank Documentation immediately prior to the consummation of such disposition or (b) if permitted by the terms of the Bank Documentation immediately prior to the consummation of such disposition, would not provide the Company and its subsidiaries with a durable capital structure, as determined by the Borrower acting in good faith and (iii) "***Effective Yield***" shall mean, as of any date of determination, the sum of (i) the higher of (A) the Adjusted LIBOR rate on such date for a deposit in dollars with a maturity of one month and (B) the Adjusted LIBOR floor, if any, with respect thereto as of such date, (ii) the interest rate margins as of such date, (with such interest rate margin and interest spreads to be determined by reference to the Adjusted LIBOR rate) and (iii) the amount of OID and upfront fees thereon (converted to yield assuming a four-year average life and without any present value discount).

Conditions to Initial Borrowing: Subject to the Limited Conditionality Provisions, the availability of the initial borrowing and other extensions of credit under the Credit Facilities on the Closing Date will be subject solely to (a) delivery of a customary borrowing/issuance notice; provided that such notice shall not include any representation or statement as to the absence (or existence) of any default or event of default, (b) the accuracy of the Specified Representations in all material respects (subject to the Limited Conditionality Provisions), (c) the accuracy of the Specified Acquisition Agreement Representations in all material respects to the extent the Buyer has (or an affiliate of Buyer has) the right to terminate its obligations under the Acquisition Agreement or decline to consummate the Acquisition (in each case, in accordance with the terms of the Acquisition Agreement) as a result of any breach, and (d) the applicable conditions set forth in Exhibit G to the Commitment Letter.

Conditions to All Borrowings: The making of each extension of credit under the Revolving Facility after the Closing Date shall be conditioned upon (a) delivery of a customary borrowing/issuance notice, (b) after the Closing Date, the accuracy of representations and warranties in all material respects; provided that any representations and warranties qualified by materiality shall be accurate in all respects and (c) after the Closing Date, the absence of defaults or events of default at the time of, and after giving effect to the making of, such extension of credit.

Facilities Documentation:	The definitive financing documentation for the Credit Facilities (the "***Bank Documentation***") shall be initially drafted by counsel for the Company and contain the terms set forth in this Exhibit B (subject to the right of the Majority Lead Arrangers to exercise the "Term Facilities Market Flex Provisions" under the Fee Letter) and, to the extent any other terms are not expressly set forth in this Exhibit B, will (i) be negotiated in good faith within a reasonable time period to be determined based on the expected Closing Date in coordination with the Acquisition Agreement, and taking into account the timing of the syndication of the Term Facilities, and (ii) contain only those conditions, representations, events of default and covenants set forth in this Exhibit B and such other terms (but no other conditions) as the Borrower and the Lead Arrangers shall reasonably agree; it being understood and agreed that the Bank Documentation shall be based on, and substantially consistent with that certain Credit Agreement, dated as of October 29, 2013 (as amended, supplemented or otherwise modified through the Signing Date, the "***Precedent Documentation***") among the Company, the Borrower, Bank of America, N.A., as administrative and collateral agent, and the other banks, agents, financial institutions and other parties thereto (and the related security, pledge, collateral and guarantee agreements executed and/or delivered in connection therewith and the forms of intercreditor agreements attached thereto), as modified by the terms set forth herein and subject to (i) materiality qualifications and other exceptions that give effect to and/or permit the Transactions, (ii) certain baskets, thresholds and exceptions that are to be agreed in light of the Consolidated EBITDA and leverage level of the Company and its subsidiaries (after giving effect to the Transactions), (iii) such other modifications to reflect the operational and strategic requirements of the Company and its subsidiaries (after giving effect to the Transactions) in light of their size, industry (and risks and trends associated therewith), geographic locations, businesses, business practices, operations, financial accounting and the Projections, (iv) modifications to reflect changes in law or accounting standards since the date of the Precedent Documentation, (v) modifications to reflect reasonable administrative, agency and operational requirements of the Bank Administrative Agents and (vi) giving due regard to more recent precedents of Silver Lake (including with respect to provisions regarding the Revolving Facility) disclosed in writing to the Lead Arrangers prior to the Signing Date (collectively, the "***Documentation Considerations***").
Limited Condition Acquisition:	For purposes of (i) determining compliance with any provision of the Bank Documentation which requires the calculation of the First Lien Leverage Ratio, the Senior Secured Leverage Ratio, the Total Leverage Ratio (as defined in the Precedent Documentation, subject to "Financial Definitions" below) or the Interest Coverage Ratio (as defined in the Precedent Documentation, subject to "Financial Definitions" below), (ii) determining compliance with representations, warranties, defaults or events of default or (iii) testing availability under baskets set forth in the Bank Documentation (including baskets measured as a percentage of Consolidated EBITDA), in each case, in connection with an acquisition (or similar investment) by one or more of the Company and its restricted subsidiaries of any assets, business or person permitted to be acquired by the Bank Documentation, in each case whose consummation is not conditioned on the availability of, or on obtaining, third party financing (any such acquisition, a "***Limited Condition Acquisition***"), at the option of the Company (the Company's election to exercise such option in connection with any Limited Condition Acquisition, an "***LCA Election***"), the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreements for such Limited Condition

Acquisition are entered into (the "***LCA Test Date***"), and if, after giving pro forma effect to the Limited Condition Acquisition and the other transactions to be entered into in connection therewith as if they had occurred at the beginning of the most recent test period ending prior to the LCA Test Date, the Company could have taken such action on the relevant LCA Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with.

For the avoidance of doubt, if the Company has made an LCA Election and any of the ratios or baskets for which compliance was determined or tested as of the LCA Test Date are exceeded as a result of fluctuations in any such ratio or basket (including due to fluctuations in pro forma Consolidated EBITDA, including of the target of any Limited Condition Acquisition) at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations; however, if any ratios improve or baskets increase as a result of such fluctuations, such improved ratios or baskets may be utilized. If the Company has made an LCA Election for any Limited Condition Acquisition, then in connection with any subsequent calculation of any ratio or basket on or following the relevant LCA Test Date and prior to the earlier of (i) the date on which such Limited Condition Acquisition is consummated or (ii) the date that the definitive agreement for such Limited Condition Acquisition is terminated or expires without consummation of such Limited Condition Acquisition, any such ratio or basket shall be calculated on a pro forma basis assuming such Limited Condition Acquisition and other transactions in connection therewith (including any incurrence of debt and the use of proceeds thereof) have been consummated.

Representations and Warranties: Limited to the following (to be applicable to the Company and its restricted subsidiaries only): organizational status and good standing; power and authority, due authorization, qualification, execution, delivery and enforceability of Bank Documentation; with respect to the execution, delivery and performance of the Bank Documentation, no violation of, or conflict with, material law, organizational documents or material agreements; compliance with law; litigation; margin regulations; material governmental and third party approvals with respect to the execution, delivery and performance of the Credit Facilities; Investment Company Act; anti-terrorism laws; accurate and complete disclosure; accuracy of historical financial statements (and pro forma financial statements) in all material respects; since the Closing Date, no Material Adverse Effect (as defined below); taxes; ERISA; Patriot Act; OFAC; FCPA; subsidiaries; intellectual property; environmental laws; use of proceeds; status of Credit Facilities as "senior debt" and "designated senior debt" (if applicable); ownership of properties; creation, perfection and priority of liens and other security interests; and consolidated Closing Date solvency of the Company and its subsidiaries, subject, where applicable, in the case of each of the foregoing representations and warranties, to qualifications and limitations for materiality to be provided in the Bank Documentation, which shall be consistent with the qualifications and limitations for materiality provided in the Precedent Documentation, after giving effect to the Documentation Considerations.

"***Material Adverse Effect***" shall have the meaning ascribed to such term in the Precedent Documentation.

Affirmative Covenants: Limited to the following (to be applicable to the Company and its restricted subsidiaries only): delivery of annual audited and quarterly unaudited financial statements prepared in accordance GAAP within 90 days of the end of any fiscal year and 45 days of the end

of the first three fiscal quarter of any fiscal year (with extended time periods of 120 days for delivery of the first annual and 60 days for delivery of the first three quarterly financial statement after the Closing Date), and, in connection with the annual financial statements, an annual audit opinion from nationally recognized auditors that is not subject to any qualification as to "going concern" or scope of the audit (other than any exception or explanatory paragraph, but not a qualification, that is expressly solely with respect to, or expressly resulting solely from, (i) an upcoming maturity date under any indebtedness or (ii) any potential inability to satisfy a financial maintenance covenant on a future date or in a future period), quarterly delivery of a management discussion and analysis (to the extent delivered in connection with the Notes and in substantially the form delivered in connection therewith), prior to an IPO, annual budget reports in the form customarily prepared by the Company (or otherwise as provided to its equity holders) (with delivery time periods to be consistent with the delivery requirements for the audited annual financial statements), officers' compliance certificates and other information reasonably requested by the Bank Administrative Agents; notices of defaults, material litigation and material ERISA events; inspections by a Bank Administrative Agent (subject to frequency (so long as there is no ongoing event of default) and cost reimbursement limitations); maintenance of property (subject to casualty, condemnation and normal wear and tear) and customary insurance; maintenance of existence and corporate franchises, rights and privileges; maintenance and inspection of books and records; payment of taxes and similar claims; compliance with laws and regulations (including ERISA, environmental and anti-terrorism laws); commercially reasonable efforts to maintain public corporate credit/family ratings of the Company and ratings of the Term Facilities from Moody's and S&P (but not to maintain a specific rating); additional Guarantors and Collateral (subject to limitations set forth under "Guarantees" and "Security" above) and related required actions; use of proceeds; changes in lines of business; changes of fiscal year; designation (and redesignation) of Unrestricted Subsidiaries; and further assurances on collateral matters, subject, where applicable, in the case of each of the foregoing covenants, to exceptions and qualifications to be provided in the Bank Documentation, which shall be consistent with the exceptions and qualifications provided in the Precedent Documentation, after giving effect to the Documentation Considerations.

Negative Covenants: Limited to the following (to be applicable to the Company and its restricted subsidiaries):

a) limitations on the incurrence of debt (which shall permit, among other things, (i) the indebtedness under the Facilities (including Incremental Facilities) and/or the Notes and, in each case, any permitted refinancing thereof, (ii) non-speculative hedging arrangements, (iii) Permitted Receivables Securitizations (as such term is defined in the Precedent Documentation), (iv) any indebtedness of (A) the Target (including the Remaining Notes) and its subsidiaries incurred prior to the Closing Date which remains outstanding and is permitted to remain outstanding under the Acquisition Agreement (except to the extent required to be repaid pursuant to the Refinancing) and any permitted refinancings thereof (except any Refinanced Notes and any commercial paper outstanding on the Closing Date) and (B) any indebtedness of the Company (including the Remaining Notes) and its subsidiaries incurred prior to the Closing Date which remains outstanding and is permitted to remain outstanding under the Precedent Documentation (except to the extent required to be repaid pursuant to the Refinancing) and any permitted refinancings thereof (except any Refinanced Notes), (v) any secured or unsecured

notes or loans (other than first priority loans) issued in lieu of the Incremental Facilities (such loans or notes, "***Incremental Equivalent Debt***") (which shall be deemed Consolidated First Lien Debt for purposes of any calculation of the First Lien Leverage Ratio governing the incurrence of indebtedness under any Incremental Facilities, whether or not secured on a first priority basis); *provided* that the incurrence of such indebtedness shall result in a dollar for dollar reduction of the amount of indebtedness that the Company and its restricted subsidiaries may incur in respect of the Incremental Facilities and the other requirements related to the incurrence of the Incremental Facilities shall be satisfied (other than those set forth in the proviso to clause (iv) and in clause (v) of such requirements); provided, further¸ that (A) any Incremental Equivalent Debt in the form of term loans ranking pari passu with the obligations under the Credit Facilities shall be subject to the MFN Protection and (B) the terms and conditions of such indebtedness are consistent with the Required Additional Debt Terms (as defined in the Precedent Documentation), (vi) Refinancing Indebtedness, (vii) indebtedness assumed in connection with a Permitted Acquisition (as defined below) or otherwise incurred to finance a Permitted Acquisitions on the terms described under the heading "Permitted Acquisitions" below, (viii) purchase money indebtedness and capital leases in an amount to be agreed, (ix) indebtedness arising from agreements providing for adjustments of purchase price or "earn outs" entered into in connection with acquisitions, (x) other senior, senior subordinated or subordinated indebtedness that is unsecured or secured by a junior lien on the Collateral, so long as either (1) the Interest Coverage Ratio (to be defined as provided under "Financial Definitions" below) is at least 2.0:1.0 or (2) the Total Leverage Ratio is not greater than 5.00:1.00, in either case, calculated on a pro forma basis after giving effect to such incurrence and recomputed as of the last day of the most recently ended fiscal quarter of the Company for which financial statements have been delivered (subject to a limit to be agreed on non-Guarantors), (xi) a general debt basket in an amount to be agreed and which may be secured to the extent permitted by exceptions to the lien covenant, (xii) a subsidiary debt basket for non-Guarantor subsidiaries in an amount to be agreed, which, in the case of secured debt, may be secured by assets of non-Guarantor subsidiaries only and (xiii) other customary exceptions;

b) limitations on liens (which shall permit, among other things, liens securing (i) any of the Facilities (other than the Unsecured Bridge Facility) and, in each case, and permitted refinancing thereof, (ii) any secured Incremental Equivalent Debt, (iii) Refinancing Indebtedness, (iv) debt assumed in connection with a Permitted Acquisition or otherwise incurred to finance a Permitted Acquisitions on the terms described under the heading "Permitted Acquisitions" below, (v) permitted purchase money indebtedness or capital leases in each case permitted to be incurred pursuant to clause (a)(viii) above, (vi) other permitted debt pursuant to a general lien basket in an amount to be agreed which may, at the Borrower's option be subject to an intercreditor agreement (including the Intercreditor Agreement, if applicable), (vii) permitted non-Guarantor subsidiary debt limited to the assets of non-Guarantors and (viii) other exceptions and qualifications set forth in the Precedent Documentation);

c) limitations on fundamental changes;

d) limitations on asset sales (including sales of subsidiaries) and sale and lease back transactions (which, in each case, shall be permitted on the terms set forth under the heading "Permitted Asset Sales" below and subject to the other exceptions and qualifications set forth in the Precedent Documentation);

e) limitations on investments and acquisitions (which shall be permitted on the terms set forth under "Permitted Acquisitions" below and, in addition, permit (i) subject to no continuing event of default, unlimited investments in the Company, the Borrower and their restricted subsidiaries, (ii) investments in connection with the Transactions, (iii) using the Available Amount Basket as set forth and subject to the conditions in the second succeeding paragraph, (iv) subject to no event of default on a pro forma basis, additional investments subject only to pro forma compliance with a Total Leverage Ratio of 4.50:1.00 (the "***Leverage Based Investment Exception***"), (v) baskets for investments in unrestricted subsidiaries and similar businesses in amounts to be agreed, (vi) the designation of the Grandfathered Unrestricted Subsidiaries (as defined below) and the contribution of common stock of Verdite contemplated in such definition and (vii) other exceptions and qualifications set forth in the Precedent Documentation);

f) limitations on dividends or distributions on, or redemptions of the Company's or any Restricted Subsidiary's equity (which shall permit, among other things, (i) customary payments or distributions to pay the tax liabilities of any direct or indirect parent, to the extent such payments cover taxes that are attributable to the activities of the Company or its subsidiaries or such parent's ownership of the Company or its subsidiaries and are net of any payments already made by the Company, (ii) payment of legal, accounting and other ordinary course corporate overhead or other operational expenses of any such parent not to exceed an amount to be agreed in any fiscal year and for the payment of franchise or similar taxes, (iii) subject to no continuing event of default, customary distributions necessary to pay advisory, refinancing, subsequent transaction and exit fees, taxes and other overhead expenses of direct and indirect parents of the Company attributable to the ownership of the Company and its subsidiaries, (iv) dividends, distributions or redemptions with the Available Amount Basket as set forth in the second succeeding paragraph, (v) a general basket to be agreed, (vi) dividends, distributions or redemptions in connection with the Transactions, (vii) the repurchase, retirement or other acquisition or retirement for value of equity interests (or any options or warrants or stock appreciation or similar rights issued with respect to any of such equity interests) held by any future, present or former employee, director or officer (or any affiliates, spouses, former spouses, other immediate family members, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) pursuant to any employee, management or director equity plan, employee, management or director stock option plan or any other employee, management or director benefit plan or any agreement with any employee, director or officer; provided that such payments, measured at the time made, do not to exceed the greater of an amount to be agreed and a corresponding percentage of Consolidated EBITDA, in any fiscal year; *provided* that any unused portion for any fiscal year may be carried forward to succeeding fiscal years, and (viii) additional dividends, distributions or redemptions, subject only to (A) pro forma compliance with a Total Leverage Ratio of 3.75:1.00 (the "***Leverage Based RP Exception***") (after giving pro forma effect to such dividend, distribution or redemption) and based on the Consolidated EBITDA of the Company and its

subsidiaries for the previously ended four fiscal quarter period for which financial statements have been delivered) and (B) no event of default), (viii) Permitted IPO Distributions, (ix) dividends by the Target that have a record date before the Closing Date, but a payment date on or after the Closing Date, to the extent permitted by the Acquisition Agreement (as in effect on the Signing Date) and (x) other exceptions and qualifications set forth in the Precedent Documentation; provided that the exception in the Precedent Documentation which permits the distribution of equity interests of unrestricted subsidiaries shall be modified to exclude equity interests of Verdite from such exception (without limiting any other distribution capacity set forth in the Bank Documentation);

g) limitations on prepayments or redemptions of any material subordinated indebtedness (collectively, "***Junior Debt***") or amendments of the documents governing such Junior Debt in a manner (when taken as a whole) materially adverse to the Lenders (which shall permit, among other things (i) refinancing or exchanges of Junior Debt for like or other junior debt or, other than in the case of subordinated indebtedness, any unsecured debt, (ii) conversion of Junior Debt to common or "qualified preferred" equity, (iii) prepayments or redemptions using the Available Amount Basket as set forth in the second succeeding paragraph) and (iv) additional prepayments or redemptions using the Leverage Based RP Exception;

h) limitations on negative pledge clauses; and

i) limitations on transactions with affiliates.

In addition, Holdings will be subject to a covenant relating to its passive holding company status.

If there are no outstanding obligations in respect of the Term B Facility and the Secured Bridge Facility, each of the negative covenants (it being understood and agreed that the Financial Maintenance Covenant is not a negative covenant) set forth above (except the covenants relating to liens (provided that thereafter all liens incurred pursuant to a ratio-based incurrence exception would be subject to an equal and ratable provision in favor of the Credit Facilities) and fundamental changes) shall be of no further force or effect while the Company maintains both (i) a BBB- (stable) corporate family rating from S&P and (ii) a Baa3 (stable) corporate family rating from Moody's (an "***Investment Grade Achievement***"). Upon an Investment Grade Achievement and confirmation of the concurrent release of liens securing (i) the Secured Bridge and/or Secured Notes, (ii) any secured Incremental Term Facilities, (iii) any secured Incremental Equivalent Debt and (iv) any secured ratio-based incurrence debt, the liens securing the Collateral shall be automatically released and the Bank Administrative Agents shall take such actions as are reasonably requested by the Company to evidence such release.

The negative covenants will be subject, in the case of each of the foregoing covenants to exceptions, qualifications and "baskets" to be set forth in the Bank Documentation that are substantially consistent with the exceptions, qualifications and "baskets" set forth in Precedent Documentation, but adjusted to reflect the Documentation Considerations; *provided* that all monetary baskets in the negative covenants will include basket builders based on a percentage of Consolidated EBITDA of the Company and its restricted subsidiaries equivalent to the initial monetary amount of each such basket. In addition,

certain negative covenants shall include an "***Available Amount Basket***", which shall mean a cumulative amount equal to (a) the greater of (1) $3,000 million and (2) 30% of Consolidated EBITDA for the last four fiscal quarters of the Company for which financial statements have been delivered (such greater amount, the "***Starter Basket***") plus (b) either, at the option of the Borrower to be made on or prior to the commencement of the general syndication of the Term Facilities, (i) the retained portion of excess cash flow (i.e., excess cash flow as defined for purposes of the mandatory prepayment requirements set forth herein and not otherwise applied to mandatorily prepay the Term Loans or term loans under any Incremental Facility; provided that the retained portion of excess cash flow for any fiscal year shall not be less than zero) or (ii) 50% of cumulative Consolidated Net Income (to be defined as provided under "Financial Definitions" below), plus (c) the Declined Amounts plus (d) the cash proceeds of new public or private equity issuances of any parent of Holdings, the Company or the Borrower (other than disqualified stock), plus (e) capital contributions to the Company made in cash or cash equivalents (other than disqualified stock) and the fair market value of any in-kind contributions, plus (f) the net cash proceeds received by the Company from debt and disqualified stock issuances that have been issued after the Closing Date and which have been exchanged or converted into qualified equity, plus (g) returns, profits, distributions and similar amounts received in cash or cash equivalents by the Company and its restricted subsidiaries on investments made using the Available Amount Basket (not to exceed the amount of such investments) or otherwise received from an unrestricted subsidiary (including the net proceeds of any sale, or issuance of stock, of an unrestricted subsidiary), plus (h) the investments of the Company and its restricted subsidiaries in any unrestricted subsidiary that has been re-designated as a restricted subsidiary or that has been merged or consolidated with or into the Company or any of its restricted subsidiaries (other than in connection with the Pledged Verdite Share Return) (up to the lesser of (i) the fair market value (as determined in good faith by the Company) of the investments of the Company and its restricted subsidiaries in such unrestricted subsidiary at the time of such re-designation or merger or consolidation and (ii) the fair market value of the original investments by the Company and its restricted subsidiaries in such unrestricted subsidiary) and otherwise defined in a manner consistent with the Precedent Documentation, after giving effect to the Documentation Considerations; provided that in no event shall the Available Amount Basket be increased by any Pledged Verdite Share Return. The Available Amount Basket may be used for investments, dividends and distributions and the prepayment or redemption of Junior Debt; *provided* that use of the Available Amount Basket for investments and permitted acquisitions (other than the Available Amount Basket attributable to clauses (d), (e) and (f) above (such amounts, the "***Available Equity Basket***")) shall be subject to the absence of any continuing payment or bankruptcy event of default; *provided, further*, that use of the Available Amount Basket for dividends and distributions in respect of capital stock of the Company (or any of its direct or indirect parent companies) and the prepayment or redemption of Junior Debt shall be subject (other than the amounts of (1) the Starter Basket, which shall be subject to no continuing payment or bankruptcy event of default, and (2) the Available Equity Basket) to the absence of any continuing event of default.

Permitted Asset Sales: The Company or any restricted subsidiary will be permitted to make non-ordinary course of business asset sales or dispositions without limit so long as (a) such sales or dispositions are for fair market value, (b) at least 75% of the consideration for asset sales and dispositions in excess of an amount to be agreed shall consist of cash or cash equivalents (subject to exceptions to be set forth in the Bank Documentation to be

agreed, which shall include a basket in an amount to be agreed for non-cash consideration that may be designated as cash consideration) and (c) such asset sale or disposition is subject to the terms set forth in the section entitled "Mandatory Prepayments" hereof.

Permitted Acquisitions: The Company or any restricted subsidiary will be permitted to make acquisitions of the equity interests in a person that becomes a restricted subsidiary, or all or substantially all of the assets (or all or substantially all the assets constituting a business unit, division, product line or line of business) of any person (each, a "***Permitted Acquisition***") so long as (a) after giving effect thereto, no payment or bankruptcy event of default has occurred and is continuing, (b) the acquired company or assets are in the same or a generally related or ancillary line of business as the Company and its subsidiaries and (c) subject to the limitations set forth in "Guarantees" and "Security" above, the acquired company and its subsidiaries (other than any subsidiaries of the acquired company designated as an unrestricted subsidiary as provided in "Unrestricted Subsidiaries" below) will become Guarantors and pledge their Collateral to the Bank Administrative Agents. Acquisitions of entities that do not become Guarantors and made with the proceeds of any consideration provided by the Borrower or a Guarantor will not be limited in any additional manner.

In addition to any permitted indebtedness described above, the Company or any restricted subsidiary will be permitted to incur indebtedness (subject to a limit to be agreed on such indebtedness incurred by non-Guarantors) to finance a Permitted Acquisition so long as (i) either (a) the Interest Coverage Ratio of the Company shall either be (1) greater than or equal to the Interest Coverage Ratio of the Company immediately prior to such transactions or (2) at least 2.0:1.0, in either case, recomputed as of the last day of the most recently ended fiscal quarter of the Company for which financial statements have been delivered or (b) the Total Leverage Ratio of the Company shall either be (1) less than or equal to the Total Leverage Ratio of the Company immediately prior to such transactions or (2) not greater than 5.00:1.0, in either case, recomputed as of the last day of the most recently ended fiscal quarter of the Company for which financial statements have been delivered (and in the case of clauses (a) and (b), calculated on a pro forma basis after giving effect to the incurrence or assumption of such indebtedness and any other debt incurrence, debt retirement, acquisition, disposition and other appropriate pro forma adjustment events, including any debt incurrence or retirement subsequent to the end of the applicable test period and on or prior to the date of such incurrence or assumption, all to be further defined in the Bank Documentation) and (iii) with respect to any secured indebtedness, such Indebtedness is Incremental Equivalent Debt.

Permitted IPO Distributions: "***Permitted IPO Distributions***" shall mean after a qualified IPO, restricted payments in an amount, on an annual basis, not to exceed the sum of (a) an amount equal to 6.00% of the net proceeds received by (or contributed to) the Company and its restricted subsidiaries from such qualified IPO and (b) an amount equal to 7.00% of the market capitalization at the time of such qualified IPO.

Permitted ABS Transactions: Without limiting the generality of the carve-outs and exceptions to the negative covenants set forth above, the definitive Bank Documentation, including the negative covenants contained in, and the security interests granted pursuant to, the definitive Bank Documentation will include such additional carve-outs and exceptions as are necessary or appropriate to permit all of the transactions from time to time contemplated in the ABS Facilities (including those set forth in the Precedent Documentation).

Financial Maintenance Covenant: With respect to the Term B Facility and the Term Cash Flow Facility: None.

With respect to the Term A Facilities and Revolving Facility: The First Lien Documentation will contain a maximum First Lien Leverage Ratio with regard to the Company and its restricted subsidiaries on a consolidated basis (the "***Financial Maintenance Covenant***"), at a level equal to the greater of (i) 5.50:1.00 and (ii) a level providing at least a 40% cushion (calculated on a non-cumulative basis) in Consolidated EBITDA above the Consolidated EBITDA levels for the most recent four fiscal quarter period ending prior to the Closing Date for which financial statements of the Company are available (which First Lien Leverage Ratio shall be appropriately adjusted to reflect any additional original issue discount or upfront fees required to be funded in connection with the "Market Flex Provisions" in the Fee Letter and any related increase in leverage as a result thereof), with no step downs.

For purposes of determining compliance with the Financial Maintenance Covenant, any cash equity contribution (which shall be common equity or otherwise in a form reasonably acceptable to the Administrative Agent) made to the Company after the beginning of the most recently ended fiscal quarter and on or prior to the day that is 10 business days after the day on which financial statements are required to be delivered for such fiscal quarter will, at the request of the Company, be included in the calculation of Consolidated EBITDA solely for purposes of determining compliance with the Financial Maintenance Covenant at the end of such fiscal quarter and applicable subsequent periods that include such fiscal quarter (any such equity contribution so included in the calculation of Consolidated EBITDA, a "***Specified Equity Contribution***"); *provided* that (a) in each four fiscal quarter period, there shall be at least two fiscal quarters in respect of which no Specified Equity Contribution is made, (b) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the Company to be in pro forma compliance with the Financial Maintenance Covenant for the relevant fiscal quarter, (c) all Specified Equity Contributions shall be disregarded for purposes of determining pricing, financial ratio-based conditions and any baskets with respect to the covenants contained in the Bank Documentation and shall be disregarded for purposes of the calculation of the Available Amount Basket and all other baskets, (d) during the term of the Facilities no more than five Specified Equity Contributions may be made and (e) there shall be no pro forma reduction in indebtedness (by netting or otherwise) with the proceeds of any Specified Equity Contribution for determining compliance with the Financial Maintenance Covenant for the fiscal quarter for which such Specified Equity Contribution is deemed applied, except to the extent that such proceeds are actually applied to repay indebtedness. The Bank Documentation will contain a customary standstill provision with respect to the declaration of an event of default and/or exercise of remedies in connection with a breach of the Financial Maintenance Covenant during the period in which a Specified Equity Contribution could be made. It is understood that there shall be no borrowing under the Revolving Facilities or letters of credit issued following a breach of the Financial Maintenance Covenant until the Specified Equity Contribution has actually been received by the Company.

Financial Definitions: The financial definitions in the Bank Documentation shall be consistent with the equivalent definitions of such terms in the Precedent Documentation, after giving effect to Documentation Considerations, in each case as modified (a) as reasonably agreed to (i) more accurately reflect the business and financial accounting of the Company and its

subsidiaries after giving effect to the Transactions and (ii) address technical clarifications adjustments and (b) to include all adjustments and add-backs included in the most recent financial model provided to the Lead Arrangers by the Company prior to the Signing Date (together with all updates and modifications thereto reasonably agreed with the Majority Lead Arrangers); *provided* that (i) there shall be an uncapped addition for pro forma "run rate" cost savings, operating expense reductions and synergies related to the Transactions that are reasonably quantifiable, factually supportable and projected by the Company in good faith to result from actions that have been taken or initiated or are expected to be taken (in the good faith determination of the Company) within 24 months after the Closing Date, (ii) there shall be an uncapped addback for pro forma "run rate" cost savings, operating expense reductions and synergies related to acquisitions, dispositions and other specified transactions, restructurings, cost savings initiatives and other initiatives that are reasonably quantifiable, factually supportable and projected by the Company in good faith to result from actions that have been taken or initiated or are expected to be taken (in the good faith determination of the Company) within 24 months after such acquisition, disposition or other specified transaction, restructuring, cost savings initiative or other initiative, (iii) the definition of Consolidated Total Debt shall provide for netting cash and cash equivalents of the Company and its restricted subsidiaries to the extent the use thereof for application to the payment of indebtedness is not prohibited by law or contract and (iv) the definition of Consolidated First Lien Debt shall include only Consolidated Total Debt that is secured by a lien on all of the Collateral on an equal or super priority basis (but without regard to the control of remedies) with Liens securing the Secured Obligations.

Unrestricted Subsidiaries:

The Bank Documentation will contain provisions pursuant to which, subject to limitations on loans, advances, guarantees and other investments in, unrestricted subsidiaries, the Company will be permitted to designate any existing or subsequently acquired or organized subsidiary (other than the Borrower) as an "unrestricted subsidiary" (with any subsidiary of an unrestricted subsidiaries constituting an unrestricted subsidiary) and subsequently re-designate any such unrestricted subsidiary as a restricted subsidiary so long as, after giving effect to any such designation or re-designation, (a) the fair market value of such subsidiary at the time it is designated as an "unrestricted subsidiary" shall be treated as an investment by the Company at such time and (b) no payment or bankruptcy event of default under the Bank Documentation has occurred or is continuing or would exist after giving effect thereto. Unrestricted subsidiaries will not be subject to the representation and warranties, affirmative or negative covenant or event of default provisions of the Bank Documentation and the results of operations and indebtedness of unrestricted subsidiaries will not be taken into account for purposes of determining compliance with the financial covenants contained in the Bank Documentation. "***Grandfathered Unrestricted Subsidiaries***" shall mean each of (i) Verdite, (ii) the issuers/borrowers (and any direct obligors in connection therewith) in connection with any debt issued in lieu of Margin Bridge Facility ("***Takeout Margin Loan Debt***") whether such entities are formed before or after the Closing Date, which such entities shall be contributed the Pledged Verdite Shares and up to 43,025,308 shares of Class A common stock of Verdite, (iii) SecureWorks Holding Corp and Boomi Inc., (iv) Pivotal Labs and (v) Virtustream and any joint venture or other entity into which Virtustream and related assets are contributed or which is a successor to Virtustream.

	To the extent that neither the Margin Bridge Facility nor the Takeout Margin Loan Debt (or any refinancing thereof in the form of a margin loan facility) is outstanding, the Company shall ensure that the Pledged Verdite Shares and any class A common stock of Verdite pledge to secure the Takeout Margin Loan Debt are distributed to the Company or one of its restricted subsidiaries or the subsidiary holding such shares is re-designated, or merges with, a restricted subsidiary of the Company (the "***Pledged Verdite Share Return***").
Events of Default:	The Bank Documentation will include event of default provisions on terms and conditions substantially consistent with the Precedent Documentation after giving effect to Documentation Considerations. Notwithstanding the foregoing, (i) only lenders holding at least a majority of the Term A Loans and the Revolving Commitments shall have the ability to (and be required in order to) amend the Financial Maintenance Covenant and waive a breach of the Financial Maintenance Covenant and (ii) a breach of the Financial Maintenance Covenant shall not constitute an event of default with respect to the Term B Facility or Term Cash Flow Facility or trigger a cross-default under the Term B Facility or Term Cash Flow Facility until the date on which the Term A Loans and the Revolving Loans have been accelerated (and the Revolving Commitments terminated) by the Term A Lenders and the Revolving Lenders, respectively, in accordance with the terms of the Term A Facilities and the Revolving Facility, respectively.
Voting:	The Bank Documentation will include voting provisions on terms and conditions substantially consistent with the Precedent Documentation after giving effect to Documentation Considerations (including with respect to the inclusion of the Revolving Facility). Notwithstanding the foregoing, amendments and waivers of the Financial Maintenance Covenant will be subject to the second paragraph under "Events of Default" above.
Cost and Yield Protection:	The Bank Documentation will include cost and yield protection provisions on terms and conditions substantially consistent with the Precedent Documentation after giving effect to Documentation Considerations.
Assignments and Participations:	The Bank Documentation will include assignment and participation provisions (including, other than with respect to the assignment of Revolving Loans or Revolving Commitments which will be in accordance with the Documentation Considerations) with respect to affiliates of the Company) on terms and conditions substantially consistent with the Precedent Documentation after giving effect to Documentation Considerations (including with respect to the inclusion of the Revolving Facility).
Expenses and Indemnification:	The Bank Documentation will include expense and indemnification provisions on terms and conditions substantially consistent with the Precedent Documentation after giving effect to Documentation Considerations.
Governing Law and Forum:	New York.

Counsel to the Bank Administrative Agents, Lead Arrangers Joint Bookrunners:	Cahill Gordon & Reindel LLP.

Interest Rates: With respect to the Term B Facility, at the option of the Borrower, Adjusted LIBOR plus a margin (the "***Applicable Margin***") of 3.50% or ABR plus an Applicable Margin of 2.50%.

From and after the delivery by the Borrower to the Bank Administrative Agents of the financial statements for the first full fiscal quarter of the Company completed after the Closing Date, interest rate spreads with respect to the Term B Facility shall be subject to one 25 basis point stepdown at a First Lien Leverage Ratio of 2.75:1.00 (the "***Term B Loan Stepdown"***).

With respect to the Revolving Facility, the Term A-1 Facility and the Term A-3 Facility, at the option of the Borrower, Adjusted LIBOR plus an Applicable Margin of 2.00% or ABR plus an Applicable Margin of 1.00%.

From and after the Closing Date, interest rate spreads under the Revolving Facility, the Term A-1 Facility and Term A-3 Facility shall be determined by reference to the pricing grid below.

With respect to the Term A-2 Facility, at the option of the Borrower, Adjusted LIBOR plus an Applicable Margin of 2.25% or ABR plus an Applicable Margin of 1.25%.

From and after the Closing Date, interest rate spreads under the Term A-2 Facility shall be determined by reference to the pricing grid below.

With respect to the Term Cash Flow Facility, at the option of the Borrower, Adjusted LIBOR plus an Applicable Margin of 1.75% or ABR plus an Applicable Margin of 0.75%.

The Borrower may elect interest periods of 1, 2, 3 or 6 months (or, if agreed by all relevant Lenders, 12 or fewer months or a period of shorter than 1 month) for Adjusted LIBOR.

Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans).

Interest shall be payable in arrears (a) for loans accruing interest at a rate based on Adjusted LIBOR, at the end of each interest period and, for interest periods of greater than 3 months, every three months, and on the applicable maturity date and (b) for loans accruing interest based on the ABR, quarterly in arrears and on the applicable maturity date.

"ABR" is the Alternate Base Rate, which is the highest of (i) the prime commercial lending rate announced by the applicable Bank Administrative Agent as its "prime rate", (ii) the Federal Funds Effective Rate plus 1/2 of 1.0% and (iii) the one-month Published LIBOR (as defined below) rate plus 1.0% per annum.

"Adjusted LIBOR" is the London interbank offered rate for eurodollar deposits for a period equal to the applicable Interest Period appearing on the Reuters Screen LIBOR01 Page or such other screen as may be determined prior to the Closing Date (or otherwise on the Reuters screen) ("***Published LIBOR***"), adjusted for statutory reserve requirements for eurocurrency liabilities.

There shall be a minimum Adjusted LIBOR (i.e. Adjusted LIBOR prior to adding any applicable interest rate margins thereto) requirement of (x) 0.75% per annum and a minimum ABR requirement of 1.75% per annum, in each case in respect of the Term B Facility and (y) 0% in respect of each other Credit Facility and the Secured Bridge Facility.

Letter of Credit Fees: A per annum fee equal to the Applicable Margin related to Adjusted LIBOR Loans under the Revolving Facility will accrue on the aggregate face amount of outstanding letters of credit under the Revolving Facility, payable in arrears at the end of each quarter and upon the termination of the respective letter of credit, in each case for the actual number of days elapsed over a 360-day year. Such fees shall be paid to the applicable Bank Administrative Agent for distribution to the Revolving Lenders pro rata in accordance with the amount of each such Revolving Lender's Revolving Commitment, with exceptions for defaulting lenders. In addition, the Borrower shall pay to each Issuing Bank, for its own account, (a) a fronting fee equal to 0.125% of the aggregate face amount of outstanding letters of credit, payable in arrears at the end of each quarter, at maturity and upon the termination of the respective letter of credit, calculated based upon the actual number of days elapsed over a 360-day year, and (b) customary issuance and administration fees.

Commitment Fees: The Borrower shall pay a commitment fee for the account of Revolving Lenders of 0.375% per annum. The foregoing commitment fee shall be subject to change after the Closing Date in accordance with the pricing grid set forth below.

Level	Rating (Corporate and Stable or better)	Term A-1 and Term A-3 LIBOR Loans Applicable Margin	Term A-2 LIBOR Loans Applicable Margin	Revolving Facility LIBOR Loans Applicable Margin	Commitment Fee
Level I	BBB/Baa2	1.50%	1.75%	1.50%	0.25%
Level II	BBB-/Baa3	1.75%	2.00%	1.75%	0.25%
Level III	BB+/Ba1	2.00%	2.25%	2.00%	0.375%
Level IIII	BB/Ba2	2.25%	2.50%	2.25%	0.50%

In the event of a split rating, the Applicable Margin and/or Commitment Fee will be determined by reference to the higher rating; provided that if the ratings are split by more than one Level, the Applicable Margin and/or Commitment Fee shall be determined by reference to the Level in the grid above that is one lower than the Level in which the higher rating appears; provided that if there is no Rating from either S&P or Moody's then Level III shall apply.

The Applicable Margin with respect all ABR Loans shall be 100 basis points less than the Applicable Margin with respect to LIBOR Loans set forth above.

Project Epcot
Unsecured Bridge Facility
Summary of Principal Terms and Conditions[3]

Borrower:	The Borrower and, after giving effect to the Acquisition, Co-Borrower under the Credit Facilities (the "***Borrower***").
Transactions:	As set forth in Exhibit A to the Commitment Letter.
Unsecured Bridge Administrative Agent:	An affiliate of a Lead Arranger appointed by the Company will act as sole administrative agent (in such capacity, the "***Unsecured Bridge Administrative Agent***") for a syndicate of banks, financial institutions and other institutional lenders and investors reasonably acceptable to the Lead Arrangers and the Borrower, excluding any Disqualified Lender (together with the Initial Unsecured Bridge Lenders, the "***Unsecured Bridge Lenders***"), and will perform the duties customarily associated with such roles.
Lead Arrangers and Joint Bookrunners:	CS Securities, JPMorgan, Merrill Lynch, Barclays, Citi, Goldman, DB and RBCCM will act as lead arrangers (each in such capacity, a "***Lead Arranger***" and, together, the "***Lead Arrangers***"), and CS Securities, JPMorgan, Merrill Lynch, Barclays, Citi, Goldman, DB and RBCCM will act as joint bookrunners (each in such capacity, a "***Joint Bookrunner***" and, together, the "***Joint Bookrunners***"), in each case for the Unsecured Bridge Facility, and each will perform the duties customarily associated with such roles.
Other Agents:	The Borrower may designate Lead Arrangers or their affiliates to act as syndication agent, documentation agent or co-documentation agent as provided in the Commitment Letter.
Unsecured Bridge Loans:	The Unsecured Bridge Lenders will make senior unsecured increasing rate loans (the "***Ordinary Unsecured Bridge Loans***") to the Borrower (at the Borrower's option) on the Closing Date in an aggregate principal amount of up to $3,250 million plus, at the Borrower's election, an amount sufficient to fund any OID or upfront fees required to be funded on the Closing Date in connection with the issuance of the Unsecured Notes or any other Unsecured Securities (as defined in the Fee Letter) on the Closing Date (which amounts shall be automatically added to the Commitment Parties' commitments under the Commitment Letter) minus (i) the amount of gross proceeds received by the Borrower from any issuance of Unsecured Notes on or before the Closing Date and (ii) any Unsecured Notes Early Amount that is actually funded. In addition, the Unsecured Bridge Lenders will make senior unsecured increasing rate loans (the "***Specified Unsecured Bridge Loans***" and together with the Ordinary Unsecured Bridge Loans, the "***Unsecured Bridge Loans***") to the Borrower on the Closing Date in an aggregate principal amount of up to $2,200 million minus any Commitment Reduction in respect of the Specified Unsecured Bridge Loans.

[3] All capitalized terms used but not defined herein shall have the meaning given them in the Commitment Letter to which this Term Sheet is attached, including Exhibits A, B, D, E, F and G thereto.

Availability:	The Unsecured Bridge Lenders will make the Unsecured Bridge Loans on the Closing Date simultaneously with (a) the consummation of the Acquisition and (b) the initial funding under the Term Facilities. Amounts borrowed under the Unsecured Bridge Facility that are repaid or prepaid may not be reborrowed.
Purpose:	The Unsecured Bridge Loans will be used by Buyer, Holdings and their subsidiaries, together with the proceeds from borrowings under the Term Facilities, the proceeds from borrowings under the Revolving Facility, the proceeds from the Secured Bridge Facility, the Secured Notes and/or the Unsecured Notes, the proceeds from the Equity Contribution, the proceeds from the Verdite Note Bridge Facility, the proceeds from Margin Bridge Facility (or any Takeout Margin Loan Debt) and cash on hand at the Company, the Target and their respective subsidiaries, solely to pay the Acquisition Funds and to fund any OID or upfront fees.
Ranking:	The Unsecured Bridge Loans will rank equal in right of payment with the Credit Facilities and other senior indebtedness of the Borrower.
Guarantees:	All obligations of the Borrower under the Unsecured Bridge Facility will be jointly and severally guaranteed by Holdings, the Company and each Subsidiary Guarantor (as defined in Exhibit B to the Commitment Letter), on a senior basis (such guarantees, the "***Unsecured Bridge Guarantees***"). The Unsecured Bridge Guarantees will automatically be released upon the release of the corresponding guarantees of all of the Credit Facilities (other than in the case of a repayment or refinancing of such facility). The Unsecured Bridge Guarantees will rank equal in right of payment with the guarantees of the Credit Facilities.
Security:	None.
Maturity:	The Specified Unsecured Bridge Loans will have a maturity date that is 364 days after the Closing Date (the "***Specified Bridge Loan Maturity Date***"). All Ordinary Unsecured Bridge Loans will have an initial maturity date that is the one-year anniversary of the Closing Date (the "***Initial Bridge Loan Maturity Date***"), which shall be extended as provided below. If any of the Ordinary Unsecured Bridge Loans have not been previously repaid in full on or prior to the Initial Bridge Loan Maturity Date and no bankruptcy event of default (with respect to the Borrower) then exists, Ordinary Unsecured Bridge Loans will be automatically converted into a senior unsecured term loan (each a "***Unsecured Extended Term Loan***") due on the date that is 7 years after the Closing Date (the "***Unsecured Extended Maturity Date***"). The date on which Ordinary Unsecured Bridge Loans are converted into Extended Unsecured Term Loans is referred to as the "***Unsecured Conversion Date***". On the Unsecured Conversion Date, and on the 15th calendar day of each month thereafter (or the immediately succeeding business day if such calendar day is not a business day), at the option of the applicable Unsecured Bridge Lender, the Extended Unsecured Term Loans may be exchanged in whole or in part for senior unsecured exchange notes (the "***Unsecured Exchange Notes***") having an equal principal amount and having the terms set forth in Annex II hereto; *provided*, that (i) no Unsecured Exchange Notes shall be issued until the Borrower shall have received requests to issue at least $750 million in aggregate principal amount of Unsecured Exchange Notes and (ii) no subsequent Unsecured Exchange Notes shall be issued until the Borrower shall have received additional requests to issue at least $750 million in aggregate principal amount of additional Unsecured Exchange Notes.

The Extended Unsecured Term Loans will be governed by the provisions of the Unsecured Bridge Facility Documentation (as hereinafter defined) and will have the same terms as the Ordinary Unsecured Bridge Loans except as set forth on Annex I hereto. The Unsecured Exchange Notes will be issued pursuant to an indenture that will have the terms set forth on Annex II hereto.

The Extended Unsecured Term Loans and the Unsecured Exchange Notes shall rank equal in right of payment for all purposes.

Interest Rates: Interest on the Ordinary Unsecured Bridge Loans for the first three-month period commencing on the Closing Date shall be payable at LIBOR (as defined below) for U.S. dollars (for interest periods of 1, 2, 3 or 6 months, as selected by the Borrower) plus 700 basis points (the "***Ordinary Unsecured Initial Margin***"). Thereafter, subject to the applicable Unsecured Total Cap (as defined in the Fee Letter), interest shall be payable at prevailing LIBOR for the interest period selected by the Borrower plus the Ordinary Unsecured Initial Margin and shall increase by an additional 50 basis points at the beginning of each three-month period subsequent to the initial three-month period for so long as such Ordinary Unsecured Bridge Loans are outstanding (except on the Unsecured Conversion Date). "***LIBOR***" means the London interbank offered rate for dollars for the relevant interest period which shall in no event be less than 0.75%.

Interest on the Specified Unsecured Bridge Loans shall initially be payable at a fixed rate of 487.5 basis points (the "***Specified Unsecured Initial Margin***" and together with the Ordinary Unsecured Initial Margin, the "***Unsecured Initial Margin***") for the three-month period commencing on Closing Date. For the second three-month period commencing after the Closing Date interest on the Specified Unsecured Bridge Loans shall be payable at LIBOR for U.S. dollars (for interest periods of 1, 2, 3 or 6 months as selected by the Borrower) plus 750 basis points (the "***Specified Unsecured Margin***"). Thereafter, subject to the applicable Unsecured Total Cap, interest shall be payable at prevailing LIBOR for U.S. dollars (for interest periods of 1, 2, 3 or 6 months, as selected by the Borrower) for interest periods selected by the Borrower plus 750 basis points and shall increase by an additional 50bps at the beginning of each subsequent three month period for so long as the Specified Unsecured Bridge Loans are outstanding.

Notwithstanding anything to the contrary set forth above, at no time shall the per annum yield on the Unsecured Bridge Loans exceed the amount specified in the Fee Letter in respect of the Unsecured Bridge Facility as the "***Unsecured Total Cap***".

Following the Initial Bridge Loan Maturity Date, all outstanding Extended Unsecured Term Loans will accrue interest at a rate equal to the applicable Unsecured Total Cap.

Additionally, in the event of an Unsecured Demand Failure Event (as defined in the Fee Letter), the Ordinary Unsecured Bridge Loans will accrue interest at a rate equal to the Unsecured Total Cap.

Interest Payments: Interest on the Unsecured Bridge Loans will be payable in arrears at the end of each interest period and, for interest periods of greater than 3 months, every three months, and on the Initial Bridge Loan Maturity Date and the Specified Bridge Maturity Date, as applicable. Calculation of interest shall be on the basis of actual days elapsed in a year of 360 days.

Default Rate: During the continuance of a payment or bankruptcy event of default, overdue principal, interest, fees and other amounts shall bear interest at the applicable interest rate plus 2.00% per annum.

Notwithstanding anything to the contrary set forth herein, in no event shall any cap or limit on the yield or interest rate payable with respect to the Unsecured Bridge Loans, Extended Unsecured Term Loans or Unsecured Exchange Notes affect the payment of any default rate of interest in respect of any Unsecured Bridge Loan, Extended Unsecured Term Loans or Unsecured Exchange Notes.

Mandatory Prepayment: The Borrower will be required to prepay the Unsecured Bridge Loans on a pro rata basis at 100% of the outstanding principal amount thereof with (i) in connection with the Ordinary Unsecured Bridge Loans, the net cash proceeds from the issuance of the Unsecured Notes and Unsecured Securities; *provided*, that in the event any Ordinary Unsecured Bridge Lender or affiliate of an Ordinary Unsecured Bridge Lender purchases debt securities from the Borrower pursuant to the "Unsecured Securities Demand" under the Fee Letter at an issue price above the level at which such Ordinary Unsecured Bridge Lender or affiliate has determined such debt securities can be resold by such Ordinary Unsecured Bridge Lender or affiliate to a bona fide third party at the time of such purchase that is not a lender under the Ordinary Unsecured Bridge Facility or affiliate thereof or a participant in the Ordinary Unsecured Bridge Facility at such time (and notifies the Borrower thereof), the net cash proceeds received by the Borrower in respect of such debt securities may, at the option of such Ordinary Unsecured Bridge Lender or affiliate, be applied first to prepay the Ordinary Unsecured Bridge Loans of such Unsecured Bridge Lender or affiliate (provided that if there is more than one such Unsecured Bridge Lender or affiliate then such net cash proceeds will be applied pro rata to prepay the Unsecured Bridge Loans of all such Unsecured Bridge Lenders or affiliates in proportion to such Unsecured Bridge Lenders' or affiliates' principal amount of debt securities purchased from the Borrower) prior to being applied to prepay the Unsecured Bridge Loans of the Unsecured Bridge Lenders; (ii) the net cash proceeds from the issuance of any Refinancing Debt (to be defined in a manner consistent with the Unsecured Bridge/Bond Documentation Considerations) by the Company or any of its restricted subsidiaries (which amounts under this clause (ii) shall be applied first to the Ordinary Unsecured Bridge Facility and thereafter to the Specified Unsecured Bridge Facility) (clauses (i) and (ii) collectively, the "***Unsecured Bridge Debt Sweep***"); and (iii) the net cash proceeds from any non-ordinary course asset sales or dispositions (including as a result of casualty or condemnation) by the Company or any of its restricted subsidiaries in excess of amounts either reinvested or required to be paid to the lenders under the Credit Facilities or the holder of certain other indebtedness (which amounts under this clause (iii) shall be applied first in accordance with the Asset Sale Prepayment Waterfall, second to any outstanding Secured Bridge Loans and thereafter to the Ordinary Unsecured Bridge Facility), in the case of any such prepayments pursuant to the foregoing clauses (i), (ii) and (iii) above with exceptions and baskets consistent with the Unsecured Bridge/Bond Documentation Considerations. The Borrower will also be required to offer to prepay the Unsecured Bridge Loans following the occurrence of a change of control (to be defined in a manner consistent with the Unsecured Bridge/Bond Documentation Considerations) at 100% of the

outstanding principal amount thereof, subject to the Unsecured Bridge/Bond Documentation Considerations. These mandatory prepayment provisions will not apply to the Extended Unsecured Term Loans.

Optional Prepayment: The Unsecured Bridge Loans may be prepaid, in whole or in part, at par plus accrued and unpaid interest upon not less than three days' prior written notice, at the option of the Borrower at any time. In the event of a Unsecured Demand Failure Event, the Ordinary Unsecured Bridge Loans shall be subject to the "Optional Redemption" provisions applicable to the Unsecured Exchange Notes.

Documentation: The definitive financing documentation for the Unsecured Bridge Facility (the "***Unsecured Bridge Facility Documentation***") shall initially be drafted by counsel for the Company and contain the terms set forth in this Exhibit C and, to the extent any other terms are not expressly set forth in this Exhibit C, will (i) be negotiated in good faith within a reasonable time period to be determined taking into account the timing of the syndication of the Unsecured Bridge Facility and (ii) shall contain only such conditions, representations, events of default and covenants as expressly set forth in this Exhibit C and such other terms (but no other conditions) as the Borrower and the Lead Arrangers shall reasonably agree; it being understood and agreed that the Unsecured Bridge Facility Documentation shall be based on and substantially consistent with that certain Indenture, dated as of October 7, 2013 (as amended, supplemented or otherwise modified through the Signing Date, the "***Bridge/Bond Precedent Documentation***") of the Borrower and the Company governing the $1,500 million of 5.625% Senior First Lien Notes due 2020 (reflecting, in the case of the Unsecured Bridge Facility or Extended Unsecured Term Loans, credit agreement format) as modified by the terms set forth herein and subject to (i) materiality qualifications and other exceptions that give effect to and/or permit the Transactions, (ii) baskets, thresholds and exceptions that are to be agreed in light of the Consolidated EBITDA and leverage level of the Company and its subsidiaries, (iii) such other modifications to reflect the operational and strategic requirements of the Company and its subsidiaries (after giving effect to the Transactions) in light of their size, geographic locations, industry (and risks and trends associated therewith), businesses, business practices, operations, financial accounting, the disclosure schedules to the Acquisition Agreement and the Projections, (iv) modifications to reflect changes in law or accounting standards since the date of the Unsecured Bridge/Bond Precedent Documentation, (v) such modifications to reflect the unsecured nature of the Unsecured Bridge Facility (including with respect to the covenants) and (vi) such modifications to reflect reasonable administrative, agency and operational requirements of the Unsecured Bridge Administrative Agent (collectively, the "***Unsecured Bridge/Bond Documentation Considerations***").

Conditions to Borrowing:	Subject to the Limited Conditionality Provisions, the availability of the initial borrowing and other extensions of credit under the Unsecured Bridge Facility on the Closing Date will be subject solely to (a) the accuracy of the Specified Representations in all material respects (subject to the Limited Conditionality Provisions), (b) the accuracy of the Specified Acquisition Agreement Representations in all material respects to the extent the Buyer has (or an affiliate of Buyer has) the right to terminate its obligations under the Acquisition Agreement or decline to consummate the Acquisition (in each case, in accordance with the terms of the Acquisition Agreement) as a result of any breach, and (c) the applicable conditions set forth in Exhibit G to the Commitment Letter.
Representations and Warranties:	The Unsecured Bridge Facility Documentation will contain representations and warranties as are substantially similar to those for the Credit Facilities, but in any event are no less favorable to the Company and its subsidiaries than those in the Credit Facilities, including as to exceptions and qualifications.
Covenants:	The Unsecured Bridge Facility Documentation will contain such affirmative and negative covenants with respect to the Company and its restricted subsidiaries as are usual and customary for bridge loan financings of this type consistent with the Unsecured Bridge/Bond Documentation Considerations, it being understood and agreed that the covenants of the Unsecured Bridge Loans (and the Extended Unsecured Term Loans and the Unsecured Exchange Notes) will be incurrence-based covenants consistent with the Unsecured Bridge/Bond Precedent Documentation (but in any event no more restrictive than those in the Credit Facilities (except to reflect the unsecured nature of the Unsecured Bridge Loans, the Extended Unsecured Term Loans and the Unsecured Exchange Notes), and consistent with the Unsecured Bridge/Bond Documentation Considerations. Prior to the Initial Bridge Loan Maturity Date and the Specified Bridge Maturity Date, as applicable, the debt and lien incurrence and the restricted payment covenants of the Unsecured Bridge Loans will be more restrictive than those of the Extended Unsecured Term Loans and the Unsecured Exchange Notes, as reasonably agreed by the Lead Arrangers and the Borrower.
Unrestricted Subsidiaries:	The Unsecured Bridge/Bond Documentation will include unrestricted subsidiary provisions as expressly set forth in Exhibit B.
Permitted ABS Transactions:	Without limiting the generality of the carve-outs and exceptions to the covenants set forth above, the definitive Unsecured Bridge Facility Documentation, including the negative covenants contained in therein, will include such additional carve-outs and exceptions as are necessary or appropriate to permit all of the transactions from time to time contemplated in the ABS Facilities (including those set forth in the Bridge/Bond Precedent Documentation).
Financial Maintenance Covenants:	None.
Events of Default:	Limited to nonpayment of principal, interest or other amounts; violation of covenants; incorrectness of representations and warranties in any material respect; cross acceleration to material indebtedness; bankruptcy or insolvency of the Company or its significant restricted subsidiaries (including the Borrower and the Co-Borrower);

material monetary judgments; ERISA events; and actual or asserted invalidity of guarantees, consistent in each case with the Unsecured Bridge/Bond Documentation Considerations (but in any event no more restrictive than those in the Credit Facilities).

Cost and Yield Protection: Usual for facilities and transactions of this type consistent with the Unsecured Bridge/Bond Documentation Considerations (including with respect to the Dodd-Frank Act and the Basel Committee on Banking Regulations and Supervisory Practices); it being agreed that the Unsecured Bridge Facility Documentation will provide customary provisions protecting the Borrower and its affiliates from withholding tax liabilities in form and substance reasonably satisfactory to the Borrower and the Unsecured Bridge Administrative Agent.

Assignment and Participation: The Unsecured Bridge Lenders will have the right to assign Unsecured Bridge Loans after the Closing Date in consultation with the Borrower to persons other than the Company and its subsidiaries; *provided*, *however*, that prior to the date that is one year after the Closing Date and so long as an Unsecured Demand Failure Event (as defined in the Fee Letter) has not occurred (with respect to assignments of Ordinary Unsecured Bridge Loans) and no payment or bankruptcy event of default shall have occurred and be continuing, the consent of the Borrower shall be required with respect to any assignment of the Ordinary Unsecured Bridge Loans or Specified Unsecured Bridge Loans, as applicable, (such consent not to be unreasonably withheld or delayed) if, subsequent thereto, the Initial Unsecured Bridge Lenders (together with their affiliates) would hold, in the aggregate, less than 50.1% of the outstanding Ordinary Unsecured Bridge Loans or Specified Unsecured Bridge Loans, as applicable.

The Unsecured Bridge Lenders will have the right to participate their Unsecured Bridge Loans, before or after the Closing Date, to other financial institutions without restriction, other than customary voting limitations. Participants will have the same benefits as the selling Lenders would have (and will be limited to the amount of such benefits) with regard to yield protection and increased costs, subject to customary limitations and restrictions.

The Unsecured Bridge Facility Documentation shall provide that Unsecured Bridge Loans may be purchased by the Sponsor and its affiliates on terms and conditions consistent with the Credit Facilities.

Voting: Amendments and waivers of the Unsecured Bridge Facility Documentation related to the Ordinary Unsecured Bridge Loans will require the approval of Unsecured Bridge Lenders holding more than 50% of the outstanding Ordinary Unsecured Bridge Loans, except that (a) the consent of each affected Unsecured Bridge Lender will be required for (i) reductions of principal, interest rates or any Applicable Margin, (ii) extensions of the Initial Bridge Loan Maturity Date (except as provided under “Maturity” above) or the Extended Unsecured Maturity Date, (iii) additional restrictions on the right to exchange Extended Unsecured Term Loans for Unsecured Exchange Notes or any amendment of the rate of such exchange and (iv) any amendment to the Unsecured Exchange Notes that requires (or would, if any Unsecured Exchange Notes were outstanding, require) the approval of all holders of Unsecured Exchange Notes and (b) the consent of 100% of the Unsecured Bridge Lenders will be required with respect to (i) modifications to any of the voting percentages and (ii) subject to certain exceptions

	consistent with the Unsecured Bridge/Bond Documentation Considerations, releases of all or substantially all of the value of the Guarantees (other than in connection with any release or sale of the relevant Guarantor permitted by the Unsecured Bridge Facility Documentation or the Bank Documentation). Amendments and waivers of the Unsecured Bridge Facility Documentation related to the Specified Unsecured Bridge Loans will require the approval of Unsecured Bridge Lenders holding more than 50% of the outstanding Specified Unsecured Bridge Loans, except that (a) the consent of each affected Unsecured Bridge Lender will be required for (i) reductions of principal, interest rates or any Applicable Margin and (ii) extensions of the Specified Bridge Maturity Date and (b) the consent of 100% of the Unsecured Bridge Lenders will be required with respect to (i) modifications to any of the voting percentages and (ii) subject to certain exceptions consistent with the Unsecured Bridge/Bond Documentation Considerations, releases of all or substantially all of the value of the Guarantees (other than in connection with any release or sale of the relevant Guarantor permitted by the Unsecured Bridge Facility Documentation or the Bank Documentation).
Expenses and Indemnification:	The Unsecured Bridge Facility Documentation will include expense and indemnification provisions on terms and conditions substantially consistent with the Bank Documentation.
Governing Law:	New York.
Counsel to the Unsecured Bridge Administrative Agent, Lead Arrangers and Joint Bookrunners:	Cahill Gordon & Reindel LLP.

Extended Unsecured Term Loans

Maturity:	The Unsecured Extended Term Loans will mature on the date that is 7 years after the Closing Date.
Interest Rate:	The Unsecured Extended Term Loans will bear interest at a rate equal to the Unsecured Total Cap.
Guarantees:	Same as the Unsecured Bridge Loans.
Security:	None.
Covenants, Defaults and Mandatory Prepayments:	Upon and after the Unsecured Conversion Date, the covenants, mandatory prepayments (other than with respect to a change of control, with respect to which provisions of the Unsecured Bridge Loans will apply) and defaults which would be applicable to the Unsecured Exchange Notes, if issued, will also be applicable to the Extended Unsecured Term Loans in lieu of the corresponding provisions of the Unsecured Bridge Facility Documentation.
Optional Prepayment:	The Extended Unsecured Term Loans may be prepaid, in whole or in part, at par, plus accrued and unpaid interest upon not less than three days' prior written notice, at the option of the Borrower at any time.
Governing Law:	New York.

Unsecured Exchange Notes

Issuer:	The Borrower will issue the Unsecured Exchange Notes under one or more indentures and/or supplemental indentures thereto. The Borrower, in its capacity as the issuer of the Unsecured Exchange Notes, is referred to as the "Issuer".
Guarantees:	Same as the Extended Unsecured Term Loans.
Security:	None.
Principal Amount:	The Unsecured Exchange Notes will be available only in exchange for the Extended Unsecured Term Loans on or after the Unsecured Conversion Date. The principal amount of any Unsecured Exchange Note will equal 100% of the aggregate principal amount of the Unsecured Extended Term Loan for which it is exchanged. In the case of a partial exchange, the minimum amount of Unsecured Extended Term Loans to be exchanged for Unsecured Exchange Notes will be $750 million.
Maturity:	The Unsecured Exchange Notes will mature on the date that is 7 years after the Closing Date (the "***Unsecured Exchange Notes***").
Interest Rate:	The Unsecured Exchange Notes will bear interest payable semi-annually, in arrears, at a rate equal to the Unsecured Total Cap.
Offer to Purchase from Asset Sale Proceeds:	The Issuer will be required to make an offer to repurchase the Unsecured Exchange Notes (and, if outstanding, prepay the Extended Unsecured Term Loans) on a pro rata basis, which offer shall be at 100% of the principal amount thereof with a portion of the net cash proceeds of all non-ordinary course asset sales or dispositions by the Issuer and its restricted subsidiaries in excess of amounts either reinvested or required to be paid to the lenders under the Credit Facilities or to holders of certain other indebtedness, with such proceeds being applied to the Extended Unsecured Term Loans, Unsecured Exchange Notes, and the Unsecured Notes in a manner to be agreed, subject to other exceptions and baskets consistent with the Unsecured Bridge/Bond Documentation Considerations.
Offer to Purchase upon Change of Control:	The Issuer will be required to make an offer to repurchase the Unsecured Exchange Notes following the occurrence of a change of control (to be defined in a manner consistent with Unsecured Bridge/Bond Documentation Considerations) at a price in cash equal to 101% (or 100% in the case of Unsecured Exchange Notes held by the Commitment Parties or their respective affiliates other than asset management affiliates purchasing securities in the ordinary course of their business as part of a regular distribution of the securities ("***Asset Management Affiliates***")), and excluding Unsecured Exchange Notes acquired pursuant to bona fide open market purchases from third parties or market activities ("***Repurchased Securities***"), of the outstanding principal amount thereof, plus accrued and unpaid interest to the date of repurchase unless the Issuer shall redeem such Unsecured Exchange Notes pursuant to the "Optional Redemption" section below.

Optional Redemption:	Except as set forth in the next two succeeding paragraphs, the Unsecured Exchange Notes will be non-callable until the third anniversary of the Closing Date. Thereafter, each such Unsecured Exchange Note will be callable at par plus accrued interest plus a premium equal to 75% of the coupon on such Unsecured Exchange Notes during the fourth year after the Closing Date, which call premium shall ratably decline to zero on the sixth anniversary of the Closing Date. Prior to the third anniversary of the Closing Date, the Issuer may redeem such Unsecured Exchange Notes at a make-whole price based on U.S. Treasury notes with a maturity closest to the third anniversary of the Closing Date plus 50 basis points. During the period from the Closing Date to the third anniversary of the Closing Date, the Issuer may redeem up to 40% of such Unsecured Exchange Notes with an amount equal to proceeds from any equity offering at a price equal to par plus the coupon plus accrued interest on such Unsecured Exchange Notes on terms otherwise consistent with the Unsecured Bridge/Bond Documentation Considerations.
Defeasance and Discharge Provisions:	Consistent with the Unsecured Bridge/Bond Documentation Considerations.
Modification:	Consistent with Unsecured Bridge/Bond Documentation Considerations.
Registration Rights:	None.
Right to Transfer Exchange Notes:	The holders of the Unsecured Exchange Notes shall have the absolute and unconditional right to transfer such exchange notes in compliance with applicable law to any third parties; provided the transfer is made pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended, other than Rule 144.
Covenants:	Consistent with the Unsecured Bridge/Bond Documentation Considerations as applied to transactions of this kind (but in any event no more restrictive than those in the Credit Facilities).
Events of Default:	Consistent with the Unsecured Bridge/Bond Documentation Considerations as applied to transactions of this kind (but in any event no more restrictive than those in the Credit Facilities).
Governing Law:	New York.

Project Epcot
Secured Bridge Facility
Summary of Principal Terms and Conditions[4]

Borrower:	The Borrower and, after giving effect to the Acquisition, Co-Borrower under the Credit Facilities (the "***Borrower***").
Transactions:	As set forth in Exhibit A to the Commitment Letter.
Secured Bridge Administrative Agent:	An affiliate of a Lead Arranger appointed by the Company will act as sole administrative agent and sole collateral (in such capacity, the "***Secured Bridge Administrative Agent***") for a syndicate of banks, financial institutions and other institutional lenders and investors reasonably acceptable to the Lead Arrangers and the Borrower, excluding any Disqualified Lender (together with the Initial Secured Bridge Lenders, the "***Secured Bridge Lenders***"), and will perform the duties customarily associated with such roles.
Lead Arrangers and Joint Bookrunners:	CS Securities, JPMorgan, Merrill Lynch, Barclays, Citi, Goldman, DBSI and RBCCM will act as lead arrangers (each in such capacity, a "***Lead Arranger***" and, together, the "***Lead Arrangers***"), and CS Securities, JPMorgan, Merrill Lynch, Barclays, Citi, Goldman, DBSI and RBCCM will act as joint bookrunners (each in such capacity, a "***Joint Bookrunner***" and, together, the "***Joint Bookrunners***"), in each case for the Secured Bridge Facility, and each will perform the duties customarily associated with such roles.
Other Agents:	The Borrower may designate Lead Arrangers or their affiliates to act as syndication agent, documentation agent or co-documentation agent as provided in the Commitment Letter.
Secured Bridge Loans:	The Secured Bridge Lenders will make increasing rate senior secured loans (the "***Secured Bridge Loans***") to the Borrower on the Closing Date in an aggregate principal amount of up to $20,000 million plus, at the Borrower's election, an amount sufficient to fund any OID or upfront fees required to be funded on the Closing Date in connection with any "Market Flex Provisions" in the Fee Letter with respect to the Secured Bridge Facility which amounts shall be automatically added to the Commitment Parties' commitments under the Commitment Letter) minus (a) the amount of gross proceeds received by the Borrower from any issuance of Secured Notes on or before the Closing Date and (b) any Secured Bridge Escrow Amount that is actually funded.
Availability:	The Secured Bridge Lenders will make the Secured Bridge Loans on the Closing Date simultaneously with (a) the consummation of the Acquisition and (b) the initial funding under the Term Facilities. Amounts borrowed under the Secured Bridge Facility that are repaid or prepaid may not be reborrowed.

[4] All capitalized terms used but not defined herein shall have the meaning given them in the Commitment Letter to which this Term Sheet is attached, including Exhibits A, B, C, E, F and G thereto.

Purpose:	The Secured Bridge Loans will be used by Buyer, Holdings and their subsidiaries, together with the proceeds from borrowings under the Term Facilities, the proceeds from borrowings under the Revolving Facility, the proceeds from the Unsecured Bridge Facility, the Unsecured Notes and/or Secured Notes, the proceeds from the Equity Contribution, the proceeds from the Verdite Note Bridge Facility, the proceeds from Margin Bridge Facility (or any Takeout Margin Loan Debt) and cash on hand at the Company, the Target and their respective subsidiaries, solely to pay the Acquisition Funds and to fund any OID or upfront fees.
Ranking:	The Secured Bridge Loans will rank equal in right of payment with the Credit Facilities and other senior indebtedness of the Borrower and will be secured as set forth below.
Guarantees:	All obligations of the Borrower under the Secured Bridge Facility will be jointly and severally guaranteed by Holdings, the Company and each Subsidiary Guarantor (as defined in Exhibit B to the Commitment Letter), on a senior basis (such guarantees, the "***Secured Bridge Guarantees***"). The Secured Bridge Guarantees will automatically be released upon the release of the corresponding guarantees of the Credit Facilities. The Secured Bridge Guarantees will rank equal in right with the guarantees of the Credit Facilities.
Security:	Subject to the Limited Conditionality Provisions, the Secured Bridge Loans will be secured by the same assets securing the Credit Facilities and on the same basis as the Credit Facilities, subject to the terms of the Intercreditor Agreement. In addition, the exclusive rights of the ABS lenders in the Collateral (as defined in the ABS Facilities) will be acknowledged and agreed to by the Secured Bridge Administrative Agent on behalf of the Secured Bridge Lenders.
Maturity:	All Secured Bridge Loans will have a maturity date that is 364 days after the Closing Date (the "***Initial Maturity Date***"); *provided* that the Initial Maturity Date may be extended for an additional 364 days (such 364th day after the Initial Maturity Date, the "***Extension Maturity Date***") upon three business days prior written notice by the Borrower to the Secured Bridge Administrative Agent so long as no payment or bankruptcy event of default has occurred and is continuing and the Extension Fee and all other interest and fees (including, without limitation, Duration Fees) due and payable on or prior to the Initial Maturity Date shall have been paid by the Borrower. The Secured Bridge Facility shall have no required amortization.
Interest Rates:	For the Secured Bridge Facility, at the option of the Borrower, Adjusted LIBOR or ABR plus the Bridge Applicable Margin.

"***Secured Bridge Applicable Margin***" means (a) 0.75%, in the case of ABR Loans and (b) 1.75%, in the case of LIBOR Loans. The foregoing margins shall be subject to change after the Closing Date in accordance with the pricing grid set forth below.

Level	Rating (Corporate and Stable or better)	ABR Loans	LIBOR Loans
Level I	BBB/Baa2	0.25%	1.25%
Level II	BBB-/Baa3	0.50%	1.50%
Level III	BB+/Ba1	0.75%	1.75%
Level IV	BB/Ba2	1.00%	2.00%

In the event of a split rating, the Secured Bridge Applicable Margin will be determined by reference to the higher rating; provided that if the ratings are split by more than one Level, the Secured Bridge Applicable Margin shall be determined by reference to the Level in the grid above that is one lower than the Level in which the higher rating appears.

Notwithstanding anything to the contrary herein, the Secured Bridge Applicable Margin at each of the above Levels shall increase by 0.25% on the date that is 90 days following the Closing Date and by an additional 0.25% at the end of each 90 day period thereafter.

The Borrower may elect interest periods of 1, 2, 3 or 6 months (or, if agreed by all relevant Lenders, 12 or fewer months or a period of shorter than 1 month) for Adjusted LIBOR.

Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans).

Interest shall be payable in arrears (a) for loans accruing interest at a rate based on Adjusted LIBOR, at the end of each interest period and, for interest periods of greater than 6 months, every three months, and on the applicable maturity date and (b) for loans accruing interest based on the ABR, quarterly in arrears and on the applicable maturity date.

Duration Fees:

The Borrower will pay a fee (the "***Duration Fee***"), for the ratable benefit of the Secured Bridge Lenders, in an amount equal to (i) 0.50% of the aggregate principal amount of the loans under the Secured Bridge Facility outstanding on the date which is 90 days after the Closing Date, due and payable in cash on such day (or if such day is not a business day, the next business day), (ii) 0.50% of the aggregate principal amount of the loans under the Secured Bridge Facility outstanding on the date which is 180 days after the Closing Date, due and payable in cash on such day (or if such day is not a business day, the next business day), (iii) 0.50% of the aggregate principal amount of the loans under the Secured Bridge Facility outstanding on the date which is 270 days after the Closing Date, due and payable in cash on such day (or if such day is not a business day, the next business day), (iv) 0.50% of the aggregate principal amount of the loans under the Secured Bridge Facility outstanding on the date which is 360 days after the Closing Date, due and payable in cash on such day (or if such day is not a business day, the next business day), (v) 0.75% of the aggregate principal amount of the loans under the Secured Bridge Facility outstanding on the date which

is 90 days after the first anniversary of the Closing Date, due and payable in cash on such day (or if such day is not a business day, the next business day), (vi) 0.75% of the aggregate principal amount of the loans under the Secured Bridge Facility outstanding on the date which is 180 days after the first anniversary of the Closing Date, due and payable in cash on such day (or if such day is not a business day, the next business day), (vii) 0.75% of the aggregate principal amount of the loans under the Secured Bridge Facility outstanding on the date which is 270 days after the first anniversary of the Closing Date, due and payable in cash on such day (or if such day is not a business day, the next business day) and (viii) 0.75% of the aggregate principal amount of the loans under the Secured Bridge Facility outstanding on the date which is 360 days after the first anniversary of the Closing Date, due and payable in cash on such day (or if such day is not a business day, the next business day).

Extension Fees: The Borrower will pay fees, for the ratable benefit of the Secured Bridge Lenders in an amount equal to 1.00% (or, if aggregate principal amount of the loans under the Secured Bridge Facility as of such date is greater than $10,000 million, 1.50%) of the aggregate principal amount of the loans under the Secured Bridge Facility outstanding on the Initial Maturity Date which have been extended to the Extension Maturity Date (the "***Extension Fee***"). The Extension Fee shall be due and payable on the Initial Maturity Date.

Default Rate: During the continuance of a payment or bankruptcy event of default, overdue principal, interest, fees and other amounts shall bear interest at the applicable interest rate plus 2.00% per annum.

Notwithstanding anything to the contrary set forth herein, in no event shall any cap or limit on the yield or interest rate payable with respect to the Secured Bridge Loans, Extended Secured Term Loans or Secured Exchange Notes affect the payment of any default rate of interest in respect of any Secured Bridge Loan, Extended Secured Term Loans or Secured Exchange Notes.

Mandatory Prepayment: After the Closing Date, the aggregate loans under the Secured Bridge Facility shall be prepaid, without penalty or premium, in each case, dollar-for dollar, by the following amounts (in each case subject to exceptions to be mutually agreed):

(a) subject to the Asset Sale Prepayment Waterfall, 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property by the Company and its restricted subsidiaries (including proceeds from the sale of stock of any restricted subsidiary of the Company and insurance and condemnation proceeds) on or after the Signing Date, subject to exceptions and reinvestment provisions consistent with the Existing Credit Agreement (including with respect to foreign subsidiaries); provided that no reinvestment provisions shall be effective prior to the Company and its restricted subsidiaries having received $7,700 million in net cash proceeds from asset sales;

(b) subject to the Unsecured Bridge Debt Sweep, 100% of net cash proceeds received by the Company or any of the Company's domestic restricted subsidiaries on or after the Signing Date from any sale or issuance of debt securities or any incurrence of debt for borrowed money (collectively, "***Debt Issuances***"), other than (i) Excluded Debt (as defined below) and (ii) Debt Issuances in an amount up to $500 million in the aggregate (this clause (b), the "***Secured Bridge Debt Sweep***");

(c) 100% of the net cash proceeds received by Company or any of the Company's domestic restricted subsidiaries on or after the Signing Date from any issuance of equity securities or equity-linked securities (collectively, the "***Equity Issuances***") (other than (i) pursuant to any employee equity compensation plan or agreement or other employee equity compensation arrangement, any employee benefit plan or agreement or other employee benefit arrangement or any nonemployee director equity compensation plan or agreement or other non-employee director equity compensation arrangement or pursuant to the exercise or vesting of any employee or director stock options, restricted stock or restricted stock units, warrants or other equity awards or pursuant to dividend reinvestment programs and (ii) equity securities or equity-linked securities issued or transferred directly as acquisition consideration in connection with, or otherwise issued or transferred to raise cash proceeds to finance, any acquisition (including the Acquisition), divestiture or joint venture arrangement.

For purposes hereof, "***Excluded Debt***" means (i) indebtedness, loans, and advances among the Company and/or its subsidiaries, (ii) credit extensions under the Facilities (including Incremental Term Facilities to the extent that such Incremental Term Facilities are incurred as acquisition consideration in connection with, or otherwise incurred to finance, any acquisition or joint venture arrangement), (iii) issuances under commercial paper programs, (iv) any trade or customer related financing in the ordinary course of business, (v) ordinary course purchase money and equipment financings, (vi) Permitted Receivables Securitizations, (vii) ordinary course credit lines of the Company's foreign subsidiaries for working capital purposes and (viii) other indebtedness used to finance the DFS business or similar businesses at the Target.

Optional Prepayment: The Secured Bridge Loans may be prepaid, in whole or in part, at par plus accrued and unpaid interest upon not less than three days' prior written notice, at the option of the Borrower at any time.

Documentation: The definitive financing documentation for the Secured Bridge Facility (the "***Secured Bridge Facility Documentation***") shall initially be drafted by counsel for the Company and contain the terms set forth in this Exhibit D and, to the extent any other terms are not expressly set forth in this Exhibit D, will (i) be negotiated in good faith within a reasonable time period to be determined taking into account the timing of the syndication of the Secured Bridge Facility and (ii) shall contain only such conditions, representations, events of default and covenants as expressly set forth in this Exhibit D and such other terms (but no other conditions) as the Borrower and the Lead Arrangers shall reasonably agree; it being understood and agreed that the Secured Bridge Facility Documentation shall be based on and substantially consistent with Precedent Documentation (and the related guarantee and security agreements executed and/or delivered in connection therewith) as modified by the terms set forth herein and subject to (i) materiality qualifications and other exceptions that give effect to and/or permit the Transactions, (ii) baskets, thresholds and exceptions that are to be agreed in light of the Consolidated EBITDA and leverage level of the Company and its subsidiaries, (iii) such other modifications to reflect the operational and strategic requirements of the Company and its subsidiaries (after giving effect to the Transactions) in light of their size, geographic locations, industry (and risks and trends associated therewith), businesses, business practices, operations, financial accounting, the disclosure schedules to the Acquisition Agreement and the Projections, (iv)

	modifications to reflect changes in law or accounting standards since the date of the Precedent Documentation and (v) such modifications to reflect reasonable administrative, agency and operational requirements of the Secured Bridge Administrative Agent (collectively, the "***Secured Bridge Facility Documentation Considerations***").
Conditions to Borrowing:	Subject to the Limited Conditionality Provisions, the availability of the initial borrowing and other extensions of credit under the Secured Bridge Facility on the Closing Date will be subject solely to (a) the accuracy of the Specified Representations in all material respects (subject to the Limited Conditionality Provisions), (b) the accuracy of the Specified Acquisition Agreement Representations in all material respects to the extent the Buyer has (or an affiliate of Buyer has) the right to terminate its obligations under the Acquisition Agreement or decline to consummate the Acquisition (in each case, in accordance with the terms of the Acquisition Agreement) as a result of any breach, and (c) the applicable conditions set forth in Exhibit G to the Commitment Letter.
Representations and Warranties:	The Secured Bridge Facility Documentation will contain representations and warranties as are substantially similar to those for the Credit Facilities, but in any event are no less favorable to the Company and its subsidiaries than those in the Credit Facilities, including as to exceptions and qualifications.
Affirmative Covenants:	The Secured Bridge Facility Documentation will contain affirmative covenants as are substantially similar to those for the Credit Facilities, but in any event are no less favorable to the Company and its subsidiaries than those in the Credit Facilities, including as to exceptions and qualifications.
Negative Covenants:	The Secured Bridge Facility Documentation will contain negative covenants as are substantially similar to those for the Credit Facilities, but in any event are no less favorable to the Company and its subsidiaries than those in the Credit Facilities, including as to exceptions and qualifications; provided that the restricted payment covenant shall not include an exception for the Available Amount Basket as set forth in the Bank Documentation.
Unrestricted Subsidiaries:	The Secured Bridge Facility Documentation will include unrestricted subsidiary provisions as expressly set forth in Exhibit B.
Financial Maintenance Covenants:	None.
Events of Default:	The Secured Bridge Facility Documentation will contain events of default as are substantially similar to those for the Credit Facilities, but in any event are no less favorable to the Company and its subsidiaries than those in the Credit Facilities, including as to exceptions and qualifications; provided that there shall be no cross default to the Credit Facilities for a breach of the Financial Maintenance Covenant.
Cost and Yield Protection:	The Secured Bridge Facility Documentation will include cost and yield protection provisions on terms and conditions substantially consistent with the Bank Documentation.

Assignment and Participation:	The Secured Bridge Lenders will have the right to assign Secured Bridge Loans after the Closing Date in consultation with the Borrower (but without its consent) to persons other than Holdings and its subsidiaries; provided, however, that the consent of the Borrower shall be required with respect to any assignment (such consent not to be unreasonably withheld or delayed) if, subsequent thereto, the Initial Secured Bridge Lenders (together with their affiliates) would hold, in the aggregate, less than 50.1% of the outstanding Secured Bridge Loans. The Secured Bridge Lenders will have the right to participate their Secured Bridge Loans, before or after the Closing Date, to other financial institutions without restriction, other than customary voting limitations. Participants will have the same benefits as the selling Lenders would have (and will be limited to the amount of such benefits) with regard to yield protection and increased costs, subject to customary limitations and restrictions. The Secured Bridge Facility Documentation shall provide that Secured Bridge Loans may be purchased by the Sponsor and its affiliates on terms and conditions consistent with the Credit Facilities.
Voting:	The Secured Bridge Facility Documentation will include voting provisions on terms and conditions substantially consistent with the Bank Documentation.
Expenses and Indemnification:	The Secured Bridge Facility Documentation will include expense and indemnification provisions on terms and conditions substantially consistent with the Bank Documentation.
Governing Law:	New York.
Counsel to the Secured Bridge Administrative Agent, Lead Arrangers and Joint Bookrunners:	Cahill Gordon & Reindel LLP.

Project Epcot
Margin Bridge Facility
Summary of Principal Terms and Conditions[5]

Borrower:	The borrower under the Margin Bridge Facility shall be (and the term "Borrower" as used in this exhibit shall mean) (i) Merger Sub, prior to the Merger and (ii) after giving effect to the Merger, the Target.
Transactions:	As set forth in Exhibit A to the Commitment Letter.
Administrative Agent and Collateral Agent:	An affiliate of a Lead Arranger appointed by the Company will act as sole administrative agent and sole collateral agent (in such capacities, the "***Margin Bridge Administrative Agent***") for a syndicate of banks, financial institutions and other institutional lenders and investors reasonably acceptable to the Lead Arrangers and the Borrower, excluding any Disqualified Lender (together with the Initial Margin Bridge Lenders, the "***Lenders***"), and will perform the duties customarily associated with such roles.
Lead Arrangers and Joint Bookrunners:	CS Securities, JPMorgan, Bank of America, Barclays, Citi, Goldman, DBSI and RBCCM will act as lead arranger (each in such capacity, a "***Lead Arranger***" and, together, the "***Lead Arrangers***"), and CS Securities, JPMorgan, Bank of America, Barclays, Citi, Goldman, DBSI and RBCCM will act as bookrunner (each in such capacity, a "***Joint Bookrunner***" and, together, the "***Joint Bookrunners***"), in each case for the Margin Bridge Facility, and each will perform the duties customarily associated with such roles.
Credit Facilities:	A bridge facility (the "***Margin Bridge Facility***") in an aggregate principal amount of up to $2,500 million. The loans under the Margin Bridge Facility are referred to as the "***Margin Bridge Loans***".
Purpose:	The proceeds of borrowings under the Margin Bridge Facility will be used by Buyer, Holdings and their subsidiaries, together with the proceeds from borrowings under the Credit Facilities, the proceeds from the Equity Contribution, the proceeds from the Bridge Facilities and/or the Notes and the proceeds from the Verdite Note Bridge Facility and cash on hand at the Company, the Target and their respective subsidiaries, solely to pay the Acquisition Funds.
Availability:	The Margin Bridge Facility will be available in a single drawing on the Closing Date. Amounts borrowed under the Margin Bridge Facility that are repaid or prepaid may not be reborrowed.
Interest Rates and Fees:	At the option of the Borrower, Adjusted LIBOR plus 1.75% or ABR plus 0.75%.

5 All capitalized terms used but not defined herein shall have the meaning given them in the Commitment Letter to which this Term Sheet is attached, including Exhibits A, B, C, D, F and G thereto.

Default Rate:	During the continuance of a payment or bankruptcy event of default, with respect to overdue principal, at the applicable interest rate plus 2.00% per annum, and with respect to any other overdue amount (including overdue interest), at the interest rate applicable to ABR loans (as defined in Annex I) plus 2.00% per annum, which, in each case, shall be payable on demand.
Final Maturity and Amortization:	The Margin Bridge Facility will mature on the date that is 364 days after the Closing Date and will have no amortization, with the balance payable on the maturity date thereof.
Guarantees:	None.
Security:	Subject to the Limited Conditionality Provisions, the Margin Bridge Facility will be secured solely by 77,033,442 shares of Class B common stock of Verdite (the "***Pledged Verdite Shares***", it being understood and agreed that the Class A common stock shall not directly or indirectly be included within the Pledged Verdite Shares).
Mandatory Prepayments:	Margin Bridge Loans shall be prepaid with an amount equal to 100% of the net cash proceeds of sales or other dispositions by the Borrower after the Closing Date of the Pledged Verdite Shares.
Voluntary Prepayments and Reductions in Commitments:	Voluntary prepayments of borrowings under the Margin Bridge Facility will be permitted at any time, in minimum principal amounts to be agreed, subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant interest period, without premium or penalty (other than as set forth in second succeeding paragraph).
Conditions to Borrowing:	Subject to the Limited Conditionality Provisions, the availability of the initial borrowing and other extensions of credit under the Margin Bridge Facility on the Closing Date will be subject solely to (a) delivery of a customary borrowing notice; provided that such notice shall not include any representation or statement as to the absence (or existence) of any default or event of default, (b) the accuracy of the Specified Representations in all material respects (subject to the Limited Conditionality Provisions), (c) the accuracy of the Specified Acquisition Agreement Representations in all material respects to the extent the Buyer has (or an affiliate of Buyer has) the right to terminate its obligations under the Acquisition Agreement or decline to consummate the Acquisition (in each case, in accordance with the terms of the Acquisition Agreement) as a result of any breach, and (d) the applicable conditions set forth in Exhibit G to the Commitment Letter.
Facilities Documentation:	The definitive financing documentation for the Margin Bridge Facility (the "***Margin Bridge Documentation***") shall be initially drafted by counsel for the Company and contain the terms set forth in this Exhibit E and, to the extent any other terms are not expressly set forth in this Exhibit E, will (i) be negotiated in good faith within a reasonable time period to be determined based on the expected Closing Date in coordination with the Acquisition Agreement, and (ii) contain only those conditions, representations, events of default and covenants set forth in this Exhibit E and such other terms (but no other conditions) as the Borrower and the Lead Arrangers shall reasonably agree; it being understood and agreed that the Margin Bridge Documentation shall be based on, and substantially consistent with the Bank Documentation.

Representations and Warranties:	Limited to the Specified Representations set forth in the Bank Documentation as modified to reflect the nature of the Margin Bridge Facility and representations and warranties regarding (i) the due authorization, qualification, execution, delivery and enforceability of the Margin Bridge Documentation and (ii) creation, perfection and priority of liens and security interests in the Pledged Verdite Shares.
Affirmative Covenants:	None.
Negative Covenants:	Limited to an asset sale covenant solely with respect to the Pledged Verdite Shares which shall require 100% of the consideration shall consist of cash or cash equivalents and require that all such proceeds be used to repay the Margin Bridge Facility.
Financial Maintenance Covenant:	None.
Events of Default:	The Margin Bridge Documentation will include event of default provisions on terms and conditions substantially consistent with the Bank Documentation as modified to reflect the nature of the Margin Bridge Facility.
Voting:	The Margin Bridge Documentation will include voting provisions on terms and conditions substantially consistent with the Bank Documentation as modified to reflect the nature of the Margin Bridge Facility.
Cost and Yield Protection:	The Margin Bridge Documentation will include cost and yield protection provisions on terms and conditions substantially consistent with the Bank Documentation as modified to reflect the nature of the Margin Bridge Facility.
Assignments and Participations:	The Margin Bridge Documentation will include assignment and participation provisions on terms and conditions substantially consistent with the Bank Documentation as modified to reflect the nature of the Margin Bridge Facility.
Expenses and Indemnification:	The Margin Bridge Documentation will include expenses and indemnification provisions on terms and conditions substantially consistent with the Bank Documentation as modified to reflect the nature of the Margin Bridge Facility.
Governing Law and Forum:	New York.
Counsel to the Verdite Note Administrative Agent, Lead Arrangers Joint Bookrunners:	Cahill Gordon & Reindel LLP.

Project Epcot
Verdite Note Bridge Facility
Summary of Principal Terms and Conditions[6]

Borrower:	The borrower under the Verdite Note Bridge Facility shall be (and the term "Borrower" as used in this exhibit shall mean) (i) Merger Sub, prior to the Merger and (ii) after giving effect to the Merger, the Target.
Transactions:	As set forth in Exhibit A to the Commitment Letter.
Administrative Agent and Collateral Agent:	An affiliate of a Lead Arranger appointed by the Company will act as sole administrative agent and sole collateral agent (in such capacities, the "***Verdite Note Administrative Agent***") for a syndicate of banks, financial institutions and other institutional lenders and investors reasonably acceptable to the Lead Arrangers and the Borrower, excluding any Disqualified Lender (together with the Initial Verdite Note Lenders, the "***Lenders***"), and will perform the duties customarily associated with such roles.
Lead Arrangers and Joint Bookrunners:	CS Securities, JPMorgan, Bank of America, Barclays, Citi, Goldman, DBSI and RBCCM will act as lead arranger (each in such capacity, a "***Lead Arranger***" and, together, the "***Lead Arrangers***"), and CS Securities, JPMorgan, Bank of America, Barclays, Citi, Goldman, DBSI and RBCCM will act as bookrunner (each in such capacity, a "***Joint Bookrunner***" and, together, the "***Joint Bookrunners***"), in each case for the Verdite Note Bridge Facility, and each will perform the duties customarily associated with such roles.
Credit Facilities:	A bridge facility (the "***Verdite Note Bridge Facility***") in an aggregate principal amount of up to $1,500 million. The loans under the Verdite Note Bridge Facility are referred to as the "***Verdite Bridge Loans***". As used herein, (i) "***Verdite***" shall mean VMware, Inc., a Delaware corporation and non-wholly owned subsidiary of the Target and (ii) the "***Verdite Notes***" shall mean each of (A) the $680 million Promissory Note due May 1, 2018, issued by Verdite in favor of Target, (B) the $550 million Promissory Note, due May 1, 2020, issued by Verdite in favor of Target and (C) the $270 million Promissory Note due December 1, 2022, issued by Verdite in favor of Target.
Purpose:	The proceeds of borrowings under the Verdite Note Bridge Facility will be used by Buyer, Holdings and their subsidiaries, together with the proceeds from borrowings under the Credit Facilities, the proceeds from the Equity Contribution, the proceeds from the Bridge Facilities and/or the Notes, the proceeds from the Margin Bridge Facility (or any Takeout Margin Loan Debt) and cash on hand at the Company, the Target and their respective subsidiaries, solely to pay the Acquisition Funds.
Availability:	The Verdite Note Bridge Facility will be available in a single drawing on the Closing Date. Amounts borrowed under the Verdite Note Bridge Facility that are repaid or prepaid may not be reborrowed.

6 All capitalized terms used but not defined herein shall have the meaning given them in the Commitment Letter to which this Term Sheet is attached, including Exhibits A, B, C, D, E and G thereto.

Interest Rates and Fees:	At the option of the Borrower, Adjusted LIBOR plus 1.75% or ABR plus 0.75%.
Default Rate:	During the continuance of a payment or bankruptcy event of default, with respect to overdue principal, at the applicable interest rate plus 2.00% per annum, and with respect to any other overdue amount (including overdue interest), at the interest rate applicable to ABR loans (as defined in Annex I) plus 2.00% per annum, which, in each case, shall be payable on demand.
Final Maturity and Amortization:	The Verdite Note Bridge Facility will mature on the date that is 364 days after the Closing Date and will have no amortization, with the balance payable on the maturity date thereof.
Guarantees:	None.
Security:	Subject to the Limited Conditionality Provisions, the Verdite Note Bridge Facility will be secured solely by the Verdite Notes.
Mandatory Prepayments:	Verdite Bridge Loans shall be prepaid with an amount equal to 100% of the net cash proceeds of sales or other dispositions by the Borrower after the Closing Date of the Verdite Notes.
Voluntary Prepayments and Reductions in Commitments:	Voluntary prepayments of borrowings under the Verdite Note Bridge Facility will be permitted at any time, in minimum principal amounts to be agreed, subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant interest period, without premium or penalty (other than as set forth in second succeeding paragraph).
Conditions to Borrowing:	Subject to the Limited Conditionality Provisions, the availability of the initial borrowing and other extensions of credit under the Verdite Note Bridge Facility on the Closing Date will be subject solely to (a) delivery of a customary borrowing notice; provided that such notice shall not include any representation or statement as to the absence (or existence) of any default or event of default, (b) the accuracy of the Specified Representations in all material respects (subject to the Limited Conditionality Provisions), (c) the accuracy of the Specified Acquisition Agreement Representations in all material respects to the extent the Buyer has (or an affiliate of Buyer has) the right to terminate its obligations under the Acquisition Agreement or decline to consummate the Acquisition (in each case, in accordance with the terms of the Acquisition Agreement) as a result of any breach, and (d) the applicable conditions set forth in Exhibit G to the Commitment Letter.
Facilities Documentation:	The definitive financing documentation for the Verdite Note Bridge Facility (the "***Verdite Note Documentation***") shall be initially drafted by counsel for the Company and contain the terms set forth in this Exhibit F and, to the extent any other terms are not expressly set forth in this Exhibit F, will (i) be negotiated in good faith within a reasonable time period to be determined based on the expected Closing Date in coordination with the Acquisition Agreement, and (ii) contain only those conditions, representations, events of default and covenants set forth in this Exhibit F and such other terms (but no other conditions) as the Borrower and the Lead Arrangers shall reasonably agree; it being understood and agreed that the Verdite Note Documentation shall be based on, and substantially consistent with the Bank Documentation.

Representations and Warranties:	Limited to the Specified Representations set forth in the Bank Documentation as modified to reflect the nature of the Verdite Note Bridge Facility and representations and warranties regarding (i) the due authorization, qualification, execution, delivery and enforceability of the Verdite Note Documentation and (ii) creation, perfection and priority of liens and security interests in the Verdite Notes.
Affirmative Covenants:	None.
Negative Covenants:	Limited to an asset sale covenant solely with respect to the Verdite Notes which shall require 100% of the consideration shall consist of cash or cash equivalents and require that all such proceeds be used to repay the Verdite Note Bridge Facility.
Financial Maintenance Covenant:	None.
Events of Default:	The Verdite Note Documentation will include event of default provisions on terms and conditions substantially consistent with the Bank Documentation as modified to reflect the nature of the Verdite Note Bridge Facility.
Voting:	The Verdite Note Documentation will include voting provisions on terms and conditions substantially consistent with the Bank Documentation as modified to reflect the nature of the Verdite Note Bridge Facility.
Cost and Yield Protection:	The Verdite Note Documentation will include cost and yield protection provisions on terms and conditions substantially consistent with the Bank Documentation as modified to reflect the nature of the Verdite Note Bridge Facility.
Assignments and Participations:	The Verdite Note Documentation will include assignment and participation provisions on terms and conditions substantially consistent with the Bank Documentation as modified to reflect the nature of the Verdite Note Bridge Facility.
Expenses and Indemnification:	The Verdite Note Documentation will include expenses and indemnification provisions on terms and conditions substantially consistent with the Bank Documentation as modified to reflect the nature of the Verdite Note Bridge Facility.
Governing Law and Forum:	New York.
Counsel to the Verdite Note Administrative Agent, Lead Arrangers Joint Bookrunners:	Cahill Gordon & Reindel LLP.

Project Epcot
Facilities
Summary of Additional Conditions[7]

The initial borrowings under the Facilities shall be subject to the following conditions (subject in all respects to the Limited Conditionality Provisions):

1. Since the date of the Acquisition Agreement, there shall not have been any event, development, circumstance, change, effect or occurrence that, individually or in the aggregate, has, or would reasonably be expected to have, a Material Adverse Effect (as defined in the Acquisition Agreement).

2. The Acquisition shall have been consummated, or substantially simultaneously with the initial borrowings under the Term Facilities, shall be consummated, in all material respects in accordance with the terms of the Acquisition Agreement, after giving effect to any modifications, amendments, consents or waivers by you (and/or the Buyer) thereto, other than those modifications, amendments, consents or waivers that are materially adverse to the interests of the Lenders or the Commitment Parties in their capacities as such (it being understood that any modification, amendment, consent or waiver to the definition of Material Adverse Effect shall be deemed to be materially adverse to the interests of the Lenders and the Commitment Parties), unless consented to in writing by the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned); *provided* that any modification, amendment or express waiver or consents by you (or Buyer) that results in (a) a reduction in the Acquisition Consideration shall not be deemed to be materially adverse to the Lenders or the Commitment Parties if such reduction first reduces the Equity Contribution to no less than the Minimum Equity Contribution and thereafter reduces the Ordinary Unsecured Bridge Loans until there are no commitments in respect thereof and thereafter the Specified Unsecured Bridge Loans and (b) an increase in the Acquisition Consideration shall not be deemed to be materially adverse to the Lenders or the Commitment Parties if such increase is not funded with indebtedness for borrowed money.

3. The Equity Contribution shall have been made, or substantially simultaneously with the initial borrowings under the Term Facilities, shall be made, in at least the amount set forth in Exhibit A to the Commitment Letter.

4. Substantially simultaneously with the initial borrowing under the Term Facilities and the consummation of the Acquisition, the Refinancing shall be consummated.

5. The Lead Arrangers shall have received (a) audited consolidated balance sheets of the Target and its consolidated subsidiaries as at the end of, and related statements of income and cash flows of the Target and its consolidated subsidiaries for, the three most recently completed fiscal years ended at least 90 days prior to the Closing Date, (b) audited consolidated balance sheets of the Company and its consolidated subsidiaries as at the end of, and related statements of income and cash flows of the Company and its consolidated subsidiaries for, the three most recently completed fiscal years ended at least 90 days prior to the Closing Date, (c) an unaudited consolidated balance sheet of the Target and its

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7 All capitalized terms used but not defined herein shall have the meaning given them in the Commitment Letter to which this Exhibit G is attached, including Exhibits A, B, C, D, E and F thereto. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit G shall be determined by reference to the context in which it is used.

consolidated subsidiaries as at the end of, and related statements of income and cash flows of the Target and its consolidated subsidiaries for each subsequent fiscal quarter (other than that last fiscal quarter of the year) of the Target or its consolidated subsidiaries subsequent to the last fiscal year for which financial statements were prepared pursuant to the preceding clause (a) and ended at least 45 days before the Closing Date (in the case of this clause (c), without footnotes) together with financial statements for the corresponding portion of the previous year, in each case, prepared in accordance with GAAP and (d) an unaudited consolidated balance sheet of the Company and its consolidated subsidiaries as at the end of, and related statements of income and cash flows of the Company and its consolidated subsidiaries for each subsequent fiscal quarter (other than that last fiscal quarter of the year) of the Company or its consolidated subsidiaries subsequent to the last fiscal year for which financial statements were prepared pursuant to the preceding clause (b) and ended at least 45 days before the Closing Date (in the case of this clause (d), without footnotes) together with financial statements for the corresponding portion of the previous year, in each case, prepared in accordance with GAAP. The Lead Arrangers hereby acknowledge receipt of the audited financial statements referred to in clauses (a) and (b) above for the 2012, 2013 and 2014 fiscal years and the unaudited financial statements referred to in clauses (c) and (d) above for the first and second fiscal quarters of the 2015 fiscal year.

6. The Lead Arrangers shall have received a pro forma consolidated balance sheet and related pro forma consolidated statement of income of the Company as of, and for the twelve-month period ending on, the last day of the most recently completed four-fiscal quarter period ended at least 45 days (or 90 days, in case such four-fiscal quarter period is the end of the Company's fiscal year) prior to the Closing Date, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such income statements) which need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)).

7. With respect to the Credit Facilities, the Secured Bridge Facility, the Verdite Note Bridge Facility and the Margin Bridge Facility, subject in all respects to the Limited Conditionality Provisions, all documents and instruments required to create and perfect the applicable Administrative Agents' security interest in the Collateral in respect of such facility shall have been executed and delivered and, if applicable, be in proper form for filing.

8. The Administrative Agents and the Lead Arrangers shall have received all documentation at least three business days prior to the Closing Date and other information about the Borrower and the Guarantors that shall have been reasonably requested by the Administrative Agents or the Lead Arrangers in writing at least 10 business days prior to the Closing Date and that the Administrative Agents and the Lead Arrangers reasonably determine is required by United States regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

9. The closing of the Facilities shall have occurred on or before the Expiration Date.

10. With respect to any given Facility, (i) the execution and delivery by the Borrower and the other Guarantors (if any) of the applicable Facilities Documentation for such Facility (including guarantees by the applicable guarantors) which shall, in each case, be in accordance with the terms of the Commitment Letter and the applicable Term Sheets and subject to the Limited Conditionality Provisions and the applicable Documentation Considerations and (ii) delivery to the Lead Arrangers of customary legal opinions, customary officer's closing certificates, organizational documents, customary evidence of authorization and good standing certificates in jurisdictions of formation/organization, in each case with

respect to the Borrower and the Guarantors (to the extent applicable) and a solvency certificate, as of the Closing Date and after giving effect to the Transactions substantially in the form of Annex I attached to this Exhibit G, of the Company's chief financial officer.

11. All fees required to be paid on the Closing Date pursuant to the Fee Letter and reasonable out-of-pocket expenses required to be paid on the Closing Date pursuant to the Commitment Letter, to the extent invoiced at least three business days prior to the Closing Date (except as otherwise reasonably agreed by the Borrower), shall, upon the initial borrowings under the Facilities, have been, or will be substantially simultaneously, paid (which amounts may be offset against the proceeds of the Facilities).

12. With respect to the Ordinary Unsecured Bridge Facility, (a) the Lead Arrangers and the investment banks engaged to privately place the Notes pursuant to the third amended and restated engagement letter dated the date hereof among such investment banks (the "***Investment Banks***") and you, each shall have received (i) a customary preliminary offering memorandum containing all customary information (other than a "description of notes" and information customarily provided by the Commitment Parties, the Investment Banks or their counsel or advisors), including financial statements, business and other financial data of the type and form that are customarily included in Rule 144A for life private placements, which is understood not to include consolidating and other financial statements and data that would be required by Sections 3-09, 3-10 and 3-16 of Regulation S-X and Item 402 of Regulation S-K and information regarding executive compensation and related party disclosure related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A and other customary exceptions) and (ii) all other financial data that would be necessary for the Investment Banks to receive customary "comfort" letters from the independent accountants of the Company and the Target in connection with the offering of the Notes (and the Company shall have made all commercially reasonable efforts to provide the Investment Banks with drafts of such "comfort" letters (which shall provide customary "negative assurance" comfort), which such accountants are prepared to issue upon completion of customary procedures) and (b) the Commitment Parties shall have been afforded a period (the "***Marketing Period***") of at least 15 consecutive business days upon receipt of the information described in clause (a)(i) (the "***Marketing Information***") to seek to place the Notes with qualified purchasers thereof; provided that (i) November 27, 2015 shall not be considered a business day for the purposes of the Marketing Period, (ii) the Marketing Period shall either end on or prior to December 18, 2015 or, if the Marketing Period has not ended on or prior to December 18, 2015, then the Marketing Period shall commence no earlier than January 4, 2016 and (iii) the Marketing Period shall either end on or prior to August 19, 2016 or, if the Marketing Period has not ended on or prior to August 19, 2016, then the Marketing Period shall commence no earlier than September 6, 2016. If the Borrower in good faith reasonably believes it has delivered the Marketing Information, it may deliver to the Lead Arrangers a written notice to that effect, in which case Marketing Information will be deemed to have been delivered on the date such notice is received by the Lead Arrangers, and the Marketing Period will be deemed to have commenced on the date such notice is received by the Lead Arrangers, in each case, unless the Lead Arrangers in good faith reasonably believe that the Borrower has not completed delivery of the Marketing Information and, within two business days after the receipt of such notice from the Borrower, the Lead Arrangers deliver a written notice to the Borrower to that effect (stating with reasonable specificity which elements of the Marketing Information have not been delivered).

Form of Solvency Certificate

[ ], 2015

This Solvency Certificate (this "***Certificate***") is delivered pursuant to Section [ ] of the Credit Agreement, dated as of [ ] (as amended as of the date hereof, and as it may be further amended, supplemented or otherwise modified, the "***Credit Agreement***"), by and among [ ] (the "***Borrower***"), [ ] (the "***Company***"), the lending institutions from time to time parties thereto and [ ], as the Administrative Agent. Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Credit Agreement.

I, [ ], the Chief Financial Officer of the Company, in that capacity only and not in my individual capacity (and without personal liability), DO HEREBY CERTIFY on behalf of the Company that as of the date hereof, and based upon facts and circumstances as they exist as of the date hereof (and disclaiming any responsibility for changes in such facts and circumstances after the date hereof), that:

1. For purposes of this certificate, the terms below shall have the following definitions:

(a) "Fair Value"

The amount at which the assets (both tangible and intangible), in their entirety, of the Company and its subsidiaries taken as a whole would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under any compulsion to act.

(b) "Present Fair Salable Value"

The amount that could be obtained by an independent willing seller from an independent willing buyer if the assets of the Company and its subsidiaries taken as a whole are sold with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises insofar as such conditions can be reasonably evaluated.

(c) "Liabilities"

The recorded liabilities (including contingent liabilities that would be recorded in accordance with GAAP) of the Company and its subsidiaries taken as a whole, as of the date hereof after giving effect to the consummation of the Transactions, determined in accordance with GAAP consistently applied.

(d) "Will be able to pay their Liabilities as they mature"

For the period from the date hereof through the Maturity Date, the Company and its subsidiaries on a consolidated basis taken as a whole will have sufficient assets and cash flow to pay their Liabilities as those liabilities mature or (in the case of contingent Liabilities) otherwise become payable, in light of business conducted or anticipated to be conducted by the Company and its subsidiaries as reflected in the projected financial statements and in light of the anticipated credit capacity.

(e) “Do not have Unreasonably Small Capital”

The Company and its subsidiaries on a consolidated basis taken as a whole after consummation of the Transactions is a going concern and has sufficient capital to reasonably ensure that it will continue to be a going concern for the period from the date hereof through the Maturity Date. I understand that “unreasonably small capital” depends upon the nature of the particular business or businesses conducted or to be conducted, and I have reached my conclusion based on the needs and anticipated needs for capital of the business conducted or anticipated to be conducted by the Company and its subsidiaries on a consolidated basis as reflected in the projected financial statements and in light of the anticipated credit capacity.

2. Based on and subject to the foregoing, I hereby certify on behalf of the Company that after giving effect to the consummation of the Transactions, it is my opinion that (i) the Fair Value of the assets of the Company and its subsidiaries on a consolidated basis taken as a whole exceeds their Liabilities, (ii) the Present Fair Salable Value of the assets of the Company and its subsidiaries on a consolidated basis taken as a whole exceeds their Liabilities; (iii) the Company and its subsidiaries on a consolidated basis taken as a whole do not have Unreasonably Small Capital; and (iv) the Company and its subsidiaries taken as a whole will be able to pay their Liabilities as they mature.

3. In reaching the conclusions set forth in this Certificate, the undersigned has made such investigations and inquiries as the undersigned has deemed appropriate, having taken into account the nature of the particular business anticipated to be conducted by the Company and the Subsidiaries after consummation of the transactions contemplated by the Credit Agreement.

IN WITNESS WHEREOF, I have executed this Certificate as of the date first written above.

[ ]

By: _____
Name:
Title: Chief Financial Officer

Exhibit 23.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form S-4 of Denali Holding Inc. of our report dated December 14, 2015 relating to the consolidated financial statements of Dell Inc. and its subsidiaries (the "Predecessor"), and our report dated March 10, 2016 relating to the consolidated financial statements of Denali Holding Inc. and its subsidiaries (the "Successor"), which appear in such Registration Statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Austin, Texas
June 3, 2016

Exhibit 23.5

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of Denali Holding Inc. of our report dated February 25, 2016 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in EMC Corporation's Annual Report on Form 10-K for the year ended December 31, 2015. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Boston, Massachusetts
June 3, 2016

Exhibit 99.2

Morgan Stanley

Consent of Morgan Stanley & Co. LLC

We hereby consent to the use in Amendment No. 6 to the Registration Statement of Denali Holding Inc. on Form S-4 and in the proxy statement/prospectus of Denali Holding Inc. and EMC Corporation, which is part of the Registration Statement, of our opinion dated October 11, 2015, appearing as Annex F and incorporated by reference to such proxy statement/prospectus, and to the description of such opinion and to the references to our name contained therein under the following headings:

- "Summary—Opinions of EMC's Financial Advisors"
- "Risk Factors—Risks Relating to the Merger"
- "Proposal 1: Approval of the Merger Agreement—Background of the Merger"
- "Proposal 1: Approval of the Merger Agreement—EMC's Reasons for the Merger; Recommendation of the EMC Board of Directors"
- "Proposal 1: Approval of the Merger Agreement—Opinions of EMC's Financial Advisors"
- "Proposal 1: Approval of the Merger Agreement—Certain Financial Projections Related to EMC"

In giving the foregoing consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended (the "Securities Act"), or the rules and regulations promulgated thereunder, nor do we admit that we are experts with respect to any part of such Registration Statement within the meaning of the term "experts" as used in the Securities Act or the rules and regulations promulgated thereunder.

MORGAN STANLEY & CO. LLC

By: /s/ Toks Afolabi-Ajayi
Toks Afolabi-Ajayi
Vice President

New York, New York
Date: June 3, 2016

Exhibit 99.3

CONSENT OF EVERCORE GROUP L.L.C.

June 3, 2016

The Board of Directors of
EMC Corporation
176 South Street
Hopkinton, MA 01748

Members of the Board of Directors:

We hereby consent to the inclusion of our opinion letter, dated October 11, 2015, to the Board of Directors of EMC Corporation (the "Company") as Annex G to, and reference thereto under the captions "Summary—Opinions of EMC's Financial Advisors—Opinion of Evercore", "Proposal 1: Approval of the Merger Agreement—Background of the Merger", "Proposal 1: Approval of the Merger Agreement—EMC's Reasons for the Merger; Recommendation of the EMC Board of Directors", "Proposal 1: Approval of the Merger Agreement—Opinions of EMC's Financial Advisors—Opinion of Evercore" and "Proposal 1: Approval of the Merger Agreement—Certain Financial Projections Related to EMC" in, the proxy statement/prospectus included in Amendment No. 6 to the Registration Statement on Form S-4 to be filed with the U.S. Securities and Exchange Commission on or about June 3, 2016, (the "Registration Statement") and relating to the proposed merger involving the Company and Universal Acquisition Co., a wholly owned subsidiary of Denali Holding Inc. Notwithstanding the foregoing, it is understood that our consent is being delivered solely in connection with the filing of Amendment No. 6 to the Registration Statement and that our opinion letter is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor is it to be filed with, included in or referred to in whole or in part in any registration statement (including any subsequent amendments to the Registration Statement), joint proxy statement/prospectus or any other document, except with our prior written consent. By giving such consent, we do not thereby admit that we are experts with respect to any part of such Registration Statement within the meaning of the term "expert" as used in, or that we come within the category of persons whose consent is required under, the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

EVERCORE GROUP L.L.C.

By: /s/ J. Stuart Francis
Evercore Group L.L.C.