



Registration of a Charge

Company Name: **MIROMA SET LIMITED**

Company Number: **02725009**



XB5LQYVE

Received for filing in Electronic Format on the: **06/06/2022**

Details of Charge

Date of creation: **27/05/2022**

Charge code: **0272 5009 0013**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2725009

Charge code: 0272 5009 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th May 2022 and created by MIROMA SET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th June 2022 .

Given at Companies House, Cardiff on 8th June 2022

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

*Execution Version***PLEDGE AGREEMENT**

This Pledge Agreement dated as of May [27], 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this “Pledge Agreement”) is among Miroma Holdings Ltd, a company incorporated under the laws of England and Wales with company number 07586117 (“Miroma”), Miroma Episode Holdings Inc., a Delaware corporation (“Miroma Episode”), Miroma SET Limited, a company incorporated under the laws of England and Wales with company number 02725009 (“Miroma SET”), Reach4entertainment Inc., a Delaware corporation (“Reach4entertainment”), Enhance Outdoor Holding Ltd, a company incorporated under the laws of England and Wales with company number 13259742 (“Enhance Outdoor Ltd”), Enhance Outdoor Holdings Inc., a New York corporation (“Enhance Outdoor Holdings”), Miroma Outcomes LLC, a Delaware limited liability company (“Miroma Outcomes”), Spot and Company of Manhattan, Inc., a New York corporation (“Spot and Company”), Enhance Outdoor LLC, a New York limited liability company (“Enhance Outdoor”), and Barclays Bank plc, as security trustee for the Secured Parties party to the Facility Agreement described below and the other Finance Documents (in such capacity, the “Security Agent”). Miroma, Miroma Episode, Miroma SET, Reach4entertainment, Enhance Outdoor Ltd, Enhance Outdoor Holdings, Miroma Outcomes, Spot and Company, Enhance Outdoor, and any other Subsidiary of the Parent that may hereafter become a party hereto are each individually hereinafter called a “Pledgor” and collectively the “Pledgors.”

RECITALS

A. On the date hereof, Miroma and certain of its Affiliates have entered into that certain Revolving Facility Agreement dated as of May [27], 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Facility Agreement”) by and among Miroma, the Subsidiaries of Miroma party thereto, the Security Agent, and the financial institutions party thereto from time to time as lenders (the “Lenders”);

B. In order to secure the full and punctual payment and performance of the Secured Obligations under the Facility Agreement and the other Finance Documents, the Pledgors shall execute and deliver to the Security Agent this Pledge Agreement, and the Pledgors have agreed to enter into this Pledge Agreement; and

C. The Pledgors will derive substantial direct and indirect benefit from the transactions contemplated by the Facility Agreement and the other Finance Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, each Pledgor hereby agrees with the Security Agent for its benefit and the ratable benefit of the other Secured Parties as follows:

Section 1. Definitions.

(a) All capitalized terms not otherwise defined in this Pledge Agreement that are defined in the Facility Agreement shall have the meaning assigned to such terms by the Facility

Agreement. Any terms used in this Pledge Agreement that are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect in the State of Delaware from time to time (“UCC”) and not otherwise defined herein or in the Facility Agreement shall have the meanings assigned to those terms in the UCC. The following terms shall have the meanings specified below.

“Discharge Date” means the date on which the Security Agent is satisfied (acting reasonably) that the Secured Obligations have been irrevocably and unconditionally satisfied and discharged in full and all facilities made available by the Finance Parties (or any of them) under the Finance Documents (or any of them) have been cancelled and/or terminated (as applicable) and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Pledgor or any other person under any of the Finance Documents.

“Issuer” means any issuer of membership interests, general and limited partnership interests, or shares of stock of an entity that is organized, incorporated, or formed under the laws of the United States.

“Liabilities” means all present and future liabilities and obligations at any time of the Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Obligor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

“Secured Obligations” means all the Liabilities owing or incurred by each Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether due, owing or incurred solely or jointly and as principal or surety or in any other capacity, provided that it shall not include Excluded Swap Obligations.

Notwithstanding, anything set forth in this Agreement to the contrary, Pledged Collateral shall exclude any Equity Interests of any Pledgor which it owns in any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other

entity (a “Joint Venture”) or in which it has a minority interest to the extent prohibited or that the consent of the other parties to the Joint Venture/entity would be required.

(b) All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of, and Schedules and Exhibits to, this Pledge Agreement, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Pledge Agreement shall refer to this Pledge Agreement as a whole and not to any particular provision of this Pledge Agreement. As used herein, the term “including” means “including, without limitation,”. Paragraph headings have been inserted in this Pledge Agreement as a matter of convenience for reference only and it is agreed that such paragraph headings are not a part of this Pledge Agreement and shall not be used in the interpretation of any provision of this Pledge Agreement.

Section 2. Pledge.

(a) Grant of Pledge. Each Pledgor hereby pledges to the Security Agent, and assigns, charges, and grants to the Security Agent, for its benefit and the ratable benefit of the other Secured Parties, a continuing first-priority lien on, and security interest in, the Pledged Collateral, as defined in Section 2(b) below, whether now owned or hereafter acquired or existing and wherever located. This Pledge Agreement secures the prompt and complete payment and performance when due of all Secured Obligations now or hereafter existing.

(b) Pledged Collateral. “Pledged Collateral” means all of each Pledgor’s right, title, and interest in and to the following, whether now owned or hereafter acquired by such Pledgor:

(i) all of the membership interests of any Issuer held by such Pledgor, including, without limitation, those membership interests listed in the attached Schedule I issued to such Pledgor (the “Membership Interests”), all additional membership interests of any Issuer of such interests hereafter acquired by such Pledgor (collectively with the Membership Interests, the “Pledged Membership Interests”), the certificates (if any) representing the Pledged Membership Interests, all of such Pledgor’s rights, privileges, authority, and powers as a member of the Issuer of such Pledged Membership Interests under the applicable limited liability company operating agreement or similar constitutive document of such Issuer or under any applicable requirement of law, and all rights to money or property which such Pledgor now has or hereafter acquires in respect of the Pledged Membership Interests, including, without limitation, (A) any proceeds from a sale by or on behalf of such Pledgor of any of the Pledged Membership Interests, and (B) any distributions, dividends, cash, instruments and other property from time to time received or otherwise distributed in respect of the Pledged Membership Interests, whether regular, special or made in connection with the partial or total liquidation of the Issuer and whether attributable to profits, the return of any contribution or investment or otherwise attributable to

the Pledged Membership Interests or the ownership thereof (collectively, the “Membership Interest Distributions”);

(ii) all of the general and limited partnership interests of any Issuer held by such Pledgor, including, without limitation, those general and limited partnership interest listed in the attached Schedule I issued to such Pledgor (the “Partnership Interests”), all additional limited or general partnership interests of any Issuer of such Partnership Interests hereafter acquired by such Pledgor (collectively with the Partnership Interests, the “Pledged Partnership Interests”), the certificates (if any) representing the Pledged Partnership Interests, all of such Pledgor’s rights, privileges, authority, and powers as a limited or general partner of the Issuer of such Pledged Partnership Interests under the applicable partnership agreement or limited partnership agreement or similar constitutive document of such Issuer or under any applicable requirement of law, and all rights to money or property which such Pledgor now has or hereafter acquires in respect of the Pledged Partnership Interests, including, without limitation, (A) any proceeds from a sale by, or on behalf of, such Pledgor of any of the Pledged Partnership Interests, and (B) any distributions, dividends, cash, instruments and other property from time to time received or otherwise distributed in respect of the Pledged Partnership Interests, whether regular, special or made in connection with the partial or total liquidation of the Issuer and whether attributable to profits, the return of any contribution or investment or otherwise attributable to the Partnership Interests or the ownership thereof (collectively, the “Partnership Interest Distributions”);

(iii) all of the shares of stock of any Issuer held by such Pledgor, including, without limitation, those shares of stock listed in the attached Schedule I issued to such Pledgor (the “Shares”), all additional shares of stock of any Issuer of such Shares hereafter issued to such Pledgor (collectively with the Shares, the “Pledged Shares”), the certificates representing the Pledged Shares, all of such Pledgor’s rights, privileges, authority, and powers as a shareholder of the Issuer of such Pledged Shares under the applicable articles of incorporation, certificate of incorporation, bylaws or similar constitutive document of such Issuer or under any applicable requirement of law, and all rights to money or property which such Pledgor now has or hereafter acquires in respect of the Pledged Shares, including, without limitation, (A) any proceeds from a sale by or on behalf of such Pledgor of any of the Pledged Shares, and (B) any distributions, dividends, cash, instruments and other property from time to time received or otherwise distributed in respect of the Pledged Shares, whether regular, special or made in connection with the partial or total liquidation of the Issuer and whether attributable to profits, the return of any contribution or investment or otherwise attributable to the Pledged Shares or the ownership thereof (collectively, the “Pledged Shares Distributions”);

(iv) all indebtedness owing to such Pledgor from an Issuer that is an Affiliate or Subsidiary of such Pledgor (the “Intercompany Debt”), all additional indebtedness hereinafter owing to such Pledgor from an Issuer that is an Affiliate

or Subsidiary of such Pledgor (collectively with the Intercompany Debt, the “Pledged Debt”), any and all instruments evidencing such indebtedness, including promissory notes, bonds, debentures and other debt securities, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any or all of the foregoing (collectively, the “Pledged Debt Distributions”; together with the Membership Interest Distributions, the Partnership Interest Distributions, and the Pledged Shares Distributions, the “Distributions”); and;

(v) all additions and accessions to, substitutions and replacements of, and all products and proceeds from the Pledged Collateral described in paragraphs (i), (ii), (iii), and (iv) of this Section 2(b).

(c) Delivery of Pledged Collateral. All certificates or instruments, if any, representing the Pledged Collateral shall be delivered to the Security Agent and shall be in suitable form for transfer by delivery and shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Security Agent. After the occurrence and during the continuation of a Declared Default, the Security Agent shall have the right, upon prior written notice to the Pledgors, to transfer to, or to register in the name of, the Security Agent or any of its nominees any of the Pledged Collateral, subject to the rights specified in Section 2(d). In addition, after the occurrence and during the continuation of a Declared Default, the Security Agent shall have the right at any time to exchange the certificates or instruments representing the Pledged Collateral for certificates or instruments of smaller or larger denominations.

(d) Rights Retained by Pledgor. Notwithstanding the pledge in Section 2(a), so long as no Declared Default shall have occurred and is continuing:

(i) each Pledgor shall be entitled to exercise any voting and other consensual rights pertaining to the Pledged Collateral for any purpose not inconsistent with the terms of this Pledge Agreement or any other Finance Document; provided, however, that such Pledgor shall not exercise or shall refrain from exercising any such right if such action or inaction would have a material adverse effect on the value of the Pledged Collateral, taken as a whole (provided that voting to approve a transaction not otherwise prohibited by the Finance Documents shall not be deemed to be a violation of this provision); and

(ii) except as otherwise provided in the Finance Documents, each Pledgor shall be entitled to receive and retain any dividends and other Distributions paid on or in respect of the Pledged Collateral and the proceeds of any sale of the Pledged Collateral and all payments of principal and interest on loans and advances made by such Pledgor to the Issuer of the Pledged Collateral.

(e) Proxies and Other Instruments. After the occurrence and during the continuation of a Declared Default each Pledgor shall execute and deliver (or cause to be executed and delivered) to the Security Agent all proxies and other instruments as the Security Agent may reasonably request to (A) enable the Security Agent to exercise the voting and other rights which

such Pledgor is entitled to exercise pursuant to paragraph (d)(i) of this Section 2, and (B) to receive the dividends or other Distributions and proceeds of sale of the Pledged Collateral and payments of principal and interest which such Pledgor is authorized to receive and retain pursuant to paragraph (d)(ii) of this Section 2.

(f) Limitation on Amount of Secured Obligations. Notwithstanding anything contained herein to the contrary, it is the intention of each Pledgor, the Security Agent, and the other Secured Parties that the amount of the Secured Obligations secured by each Pledgor's interests in any of its property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer, and other similar law, rule, or regulation of any governmental authority applicable to such Pledgor. Accordingly, notwithstanding anything to the contrary contained in this Pledge Agreement or in any other agreement or instrument executed in connection with the payment of any of the Secured Obligations, the amount of the Secured Obligations secured by each Pledgor's interests in any of its property pursuant to this Pledge Agreement shall be limited to an aggregate amount equal to the largest amount that would not render such Pledgor's obligations hereunder or the liens and security interest granted to the Security Agent for the benefit of the Secured Parties hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other applicable law.

Section 3. Pledgor's Representations and Warranties. Each Pledgor hereby represents and warrants on the date hereof to the Security Agent and the other Secured Parties as follows:

(a) The Pledged Collateral applicable to such Pledgor listed on the attached Schedule I (as may be updated pursuant to Section 6(b) from time to time) has been duly authorized and validly issued and are fully paid and nonassessable.

(b) All certificates or instruments, if any, representing the Pledged Collateral, along with duly executed instruments of transfer or assignment in blank, will be delivered to the Security Agent within five (5) Business Days (or such longer period as the Security Agent may consent to in writing) of the date hereof.

(c) Each Pledgor is the legal and beneficial owner of, and has good title to (and has full right and authority to pledge, grant and assign) the Pledged Collateral indicated on Schedule I (as may be updated pursuant to Section 6(b) from time to time), free and clear of any Security or option.

(d) No consent of any other person or entity and no authorization, authentication, approval, or other action by, and no notice to or filing with, any governmental authority is required either (i) for the grant of the pledge by such Pledgor in the Pledged Collateral pursuant to this Pledge Agreement or for the execution, delivery, or performance of this Pledge Agreement by such Pledgor, (ii) for the validity, perfection, or maintenance of the pledge and security interest created hereby (including the first priority (subject to Permitted Security or any other Security created under a Finance Document) nature thereof), except for such security interests that cannot be perfected by filing under the UCC, or (iii) for the exercise by the Security Agent or any other Secured Party of the voting or other rights provided for in this Pledge

Agreement or the remedies in respect of the Pledged Collateral pursuant to this Pledge Agreement, except, in each case, (x) as may be required in connection with such disposition by laws affecting the offering and sale of securities generally, (y) those consents, authentications, approvals, authorizations, actions, notices or filings which have been duly obtained or made or are not required to be made prior to the exercise of remedies in respect of the Pledged Collateral, and (z) in the case of the maintenance of perfection, the filing of continuation statements under the UCC.

(e) Such Pledgor has the full right, power and authority to deliver, pledge, assign and transfer the Pledged Collateral to the Security Agent for the benefit of the Secured Parties.

(f) Except as set forth on Schedule I, the Membership Interests listed on Schedule I (as may be updated pursuant to Section 6(b) from time to time) constitute 100% of the issued and outstanding membership interests of each respective Issuer thereof and all Membership Interests in which any Pledgor has any ownership interest and such Membership Interests (i) are not represented by any certificate or instrument and are not “securities” governed by Article 8 of the UCC and (ii) are not dealt in or traded on securities exchanges or in securities markets or held in a securities account. The Partnership Interests listed on the attached Schedule I (as may be updated pursuant to Section 6(b) from time to time) constitute 100% of the issued and outstanding partnership interests of each respective Issuer thereof and all Partnership Interests in which any Pledgor has any ownership interest and such Partnership Interests (i) are not represented by any certificate or instrument and are not “securities” governed by Article 8 of the UCC and (ii) are not dealt in or traded on securities exchanges or in securities markets or held in a securities account. The Shares listed on the attached Schedule I (as may be updated pursuant to Section 6(b) from time to time) constitute 100% of the issued and outstanding shares of capital stock of the respective Issuer thereof and all Shares in which Pledgor has any ownership interest.

(g) The name of each Pledgor set forth on the signature pages to this Pledge Agreement is the exact legal name of such Pledgor.

(h) As of the date hereof, Schedule II sets forth each Pledgor's sole jurisdiction of formation or incorporation, as applicable, type of organization, chief executive office address, federal tax identification number, organizational number, and all names used by it during the last five years prior to the date hereof.

Section 4. Pledgors' Covenants. During the term of this Pledge Agreement and until the Discharge Date, each Pledgor covenants and agrees with the Security Agent that:

(a) Protect Collateral. Each Pledgor will warrant and defend the rights and title herein granted unto the Security Agent in and to the Pledged Collateral (and all right, title, and interest represented by the Pledged Collateral) against the claims and demands of all persons and entities whomsoever (other than Permitted Security or any other Security created under a Finance Document). Each Pledgor hereby authorizes the Security Agent to file any financing statements, amendments, or continuation statements without the signature of such Pledgor to the extent permitted by applicable law to perfect or maintain the perfection of any security interest granted under this Pledge Agreement. Each Pledgor, at its sole expense, will, and will cause each of its Subsidiaries to, promptly execute and deliver to the Security Agent, upon request, all

such other documents, agreements, and instruments which are reasonably necessary to (i) comply with or reasonably accomplish the covenants and agreements of such Pledgor in this Pledge Agreement, (ii) provide further evidence and more fully describe the collateral intended as security for the Secured Obligations, (iii) enable the Security Agent to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral, (iv) correct any material omissions in this Pledge Agreement or any financing statement, or to state more fully the security obligations set out herein or in any of the other security documents, (v) perfect, protect, or preserve any liens or security interests created pursuant to this Pledge Agreement, (vi) make any recordings, file any notices or obtain any consents, all as may be reasonably necessary or appropriate in connection therewith, or (vii) enable the Security Agent to exercise and enforce its rights and remedies with respect to any Pledged Collateral.

(b) Transfer, Other Securities, and Additional Equity Interests and Debt.

(i) Each Pledgor will not (A) sell or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral, except as permitted by the Finance Documents or (B) create or permit to exist any Security upon or with respect to any of the Pledged Collateral, except for the Permitted Security or any other Security created under a Finance Document. Each Pledgor further agrees that it will (A) cause each Issuer of Membership Interests, Partnership Interests, and Shares not to issue any other membership interests, partnership interests, capital stock, or other securities or equity interests in addition to or in substitution for the Pledged Collateral issued by such Issuer, except to a Pledgor and (B) pledge hereunder pursuant to a supplement in the form of Exhibit A hereto, immediately upon its acquisition thereof, any additional Membership Interests, Partnership Interests, Shares, or Intercompany Debt. No Pledgor shall approve any amendment or modification of any of the Pledged Collateral unless it shall have given at least five (5) Business Days' prior written notice to the Security Agent and such amendment or modification would not be materially adverse to the interests of the Secured Parties.

(ii) No Pledgor shall allow or permit any Issuer of Membership Interests, Partnership Interests, or Shares (A) that is a corporation, business trust, joint stock company, or similar entity, to issue uncertificated securities, unless such entity promptly takes the actions set forth in paragraph (b)(ii) below with respect to any such uncertificated securities, (B) that is a partnership or limited liability company, to (1) issue equity interests that are to be dealt in or traded on securities exchanges or in securities markets, (2) amend its organizational documents to expressly provide that its equity interests are securities governed by Article 8 of the UCC, or (3) place such Issuer's equity interests in a securities account, unless such person or entity promptly takes the actions set forth in paragraph (b)(ii) with respect to any such equity interests, (C) except for those certificates listed on Schedule I hereto on the date hereof, to cause any equity interest of such Issuer to be represented by any certificate or other instrument without ten (10) Business Days' prior written notice to the Security Agent (or such shorter time period as the Security Agent may agree in its sole discretion) and prompt (and in no event longer than three (3) Business Days from the existence of such certificate or other instrument) delivery to the Security Agent of such certificate or other instrument in suitable form for transfer by delivery and accompanied by duly executed instruments of transfer or

assignment in blank, all in form and substance reasonably satisfactory to the Security Agent; provided that such Pledgor promptly delivers to the Security Agent a supplement in the form of Exhibit A hereto identifying such new certificates or other instruments as Pledged Collateral. No Pledgor shall permit any Issuer of Membership Interests, Partnership Interests, or Shares to issue any warrants, options, contracts, or other commitments or other securities that are convertible to any of the foregoing or that entitle any person or entity to purchase any of the foregoing, and except for this Pledge Agreement or any other Finance Document, shall not, and shall not permit any Issuer of Membership Interests, Partnership Interests, or Shares to, enter into any agreement creating any restriction or condition upon the transfer, voting or control of any Pledged Collateral.

(c) Change of Name; Jurisdiction of Formation. Each Pledgor shall give the Security Agent at least five (5) Business Days' prior written notice before it (i) amends its name, (ii) changes the location of its chief executive office, its jurisdiction of formation or organization, or its material Equipment or Inventory, or original copies of any Chattel Paper evidencing Accounts (excluding Equipment and Inventory in transit) or (ii) uses a trade name other than its current legal name or a trade name used on the date hereof. Other than as permitted by the Facility Agreement, no Pledgor shall (a) change the location of its jurisdiction of formation or organization outside of the United States, (b) amend its name without the prior written consent of the Security Agent, not to be unreasonably withheld or (c) amend, supplement, modify or restate its articles or certificate of incorporations, bylaws, limited liability company agreements, or other equivalent documents, if such change is materially adverse to the Secured Parties.

(d) Remedies upon the occurrence of a Declared Default. If any Declared Default shall have occurred:

(i) UCC Remedies. To the extent permitted by law, the Security Agent may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for in this Pledge Agreement or otherwise available to it, all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Pledged Collateral).

(ii) Dividends and Other Rights.

(A) All rights of any Pledgor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 2(d)(i) may be exercised by the Security Agent if the Security Agent so elects and gives written notice of such election to such Pledgor and all rights of such Pledgor to receive the dividends and other Distributions on, or in respect of, the Pledged Collateral and the proceeds of sale of the Pledged Collateral which it would otherwise be authorized to receive and retain pursuant to Section 2(d)(ii) shall cease at such time as such written notice is deemed delivered pursuant to the provisions of the Facility Agreement related to effectiveness of notices.

(B) All dividends and other Distributions on, or in respect of, the Pledged Collateral and the proceeds of sale of the Pledged Collateral that are

thereafter received by any Pledgor shall be received in trust for the benefit of the Security Agent, shall be segregated from other funds of such Pledgor, and shall be promptly paid over to the Security Agent as Pledged Collateral in the same form as so received (with any necessary indorsement).

(iii) Sale of Pledged Collateral. The Security Agent may sell all or part of the Pledged Collateral at public or private sale, at any of the Security Agent's offices or elsewhere, for cash, on credit, or for future delivery, and upon commercially reasonable terms in accordance with applicable laws. Each Pledgor hereby acknowledges that ten (10) days shall be deemed a reasonable notice period, unless the Pledged Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, in which event shorter notice may be reasonable. The Security Agent shall not be obligated to make any sale of the Pledged Collateral regardless of notice of sale having been given. The Security Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Pledgor shall cooperate fully with the Security Agent in all respects in selling or realizing upon all or any part of the Pledged Collateral. In addition, each Pledgor shall fully comply with federal and state securities laws and take such actions as may be necessary to permit the Security Agent to sell or otherwise dispose of any securities representing the Pledged Collateral in compliance with such laws; provided, however, nothing in this Section 4(d)(iii) shall require any part of the Pledged Collateral to be registered with the United States Securities and Exchange Commission.

(iv) Exempt Sale. If, in the opinion of the Security Agent, there is any question that a public or semipublic sale or distribution of any Pledged Collateral will violate any state or federal securities law, the Security Agent in its discretion (A) may offer and sell securities privately to purchasers who will agree to take them for investment purposes and not with a view to distribution and who will agree to imposition of restrictive legends on the certificates representing the security, or (B) may sell such securities in an intrastate offering under Section 3(a)(11) of the Securities Act of 1933, as amended, and no sale so made in good faith by the Security Agent shall be deemed to be not "commercially reasonable" solely because so made. Each Pledgor shall cooperate fully with the Security Agent in selling or realizing upon all or any part of the Pledged Collateral.

(e) Application of Collateral. The proceeds received by the Security Agent of any sale or other realization upon all or any part of the Pledged Collateral shall be applied by the Security Agent as set forth in the Facility Agreement and as required by all applicable laws.

(f) Cumulative Remedies; Delay Not Waiver. No right, power or remedy herein conferred upon or reserved to the Security Agent is intended to be exclusive of any right, power or remedy and every such right, power and remedy shall, to the extent permitted by applicable law, be cumulative and in addition to every other right, power 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. Resort to any or all security now or hereafter held by

the Security Agent may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken nonjudicial proceedings, or both. No delay or omission of the Security Agent to exercise, and no course of dealing with respect to, any right, power or remedy shall impair any such right, power or remedy or shall be construed to be a waiver of any Declared Default or an acquiescence to any Declared Default. Each right, power and remedy given by this Pledge Agreement may be exercised from time to time, and as often as shall be deemed expedient, by the Security Agent in its sole discretion.

Section 5. Security Agent as Attorney-in-Fact for Pledgors.

(a) Security Agent Appointed Attorney-in-Fact. Each Pledgor hereby irrevocably appoints the Security Agent as such Pledgor's attorney-in-fact, with full authority to act for such Pledgor and in the name of such Pledgor, and, in the Security Agent's reasonable discretion, subject to such Pledgor's revocable rights specified in Section 2(d), to take any action and to execute any instrument which the Security Agent may deem necessary or advisable to accomplish the purposes of this Pledge Agreement, including, without limitation, to receive, indorse, and collect all instruments made payable to the Pledgor representing the proceeds of the sale of the Pledged Collateral, or any Distribution in respect of the Pledged Collateral and to give full discharge for the same;

provided, however, that the Security Agent shall not exercise any such rights except upon the occurrence and during the continuation of a Declared Default or failure by the relevant Pledgor to perform any further assurance obligation, registration or perfection obligation under, or related to a Finance Document within ten (10) Business Days of written notice by the Security Agent to such Pledgor; provided, however, that the Security Agent may exercise such rights prior to the expiration of such time period if it reasonably considers that the interest of the Secured Parties could be materially prejudiced by waiting for such expiration.

EACH PLEDGOR HEREBY ACKNOWLEDGES, CONSENTS AND AGREES THAT THE POWER OF ATTORNEY GRANTED PURSUANT TO THIS SECTION IS IRREVOCABLE AND COUPLED WITH AN INTEREST.

(b) Security Agent May Perform. The Security Agent may from time-to-time perform any act which any Pledgor has agreed hereunder to perform and which such Pledgor shall fail to perform after receiving ten (10) Business Days prior written notice of the request to perform (it being understood that no such request need be given (a) after the occurrence and during the continuation of any Declared Default or (b) if such failure to perform would have a material adverse effect on the perfection of any security interest granted under this Pledge Agreement or would have a material adverse effect on the value of any Pledged Collateral) and the Security Agent may from time to time take any other action which the Security Agent deems reasonably necessary for the maintenance, preservation or protection of any of the Pledged Collateral or of its security interest therein, and the reasonable expenses of the Security Agent incurred in connection therewith shall be part of the Secured Obligations and shall be secured hereby.

(c) Security Agent Has No Duty. The powers conferred on the Security Agent hereunder are solely to protect its interest in the Pledged Collateral and shall not impose any duty

on it to exercise any such powers. Except for reasonable care of any Pledged Collateral in its possession and the accounting for moneys actually received by it hereunder, the Security Agent shall have no duty as to any Pledged Collateral or responsibility for taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Pledged Collateral, provided, however, the Security Agent shall be liable for the gross negligence or willful misconduct of the Security Agent and any of its agents or employees.

(d) Reasonable Care. The Security Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if the Pledged Collateral is accorded treatment substantially equal to that which the Security Agent accords its own property, it being understood that the Security Agent shall have no responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders, or other matters relative to any Pledged Collateral, whether or not the Security Agent has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any parties with respect to any Pledged Collateral, but that the Security Agent shall be liable for the gross negligence or willful misconduct of the Security Agent and any of its agents or employees.

Section 6. Miscellaneous.

(a) Expenses. Each Pledgor will pay to the Security Agent within ten (10) Business Days after receipt of documentation of expenses, for its benefit the amount of any expenses, including the reasonable fees and disbursements of its counsel and of any experts, which the Security Agent may incur in connection with (i) the custody, preservation, use, or operation of, or the sale, collection, or other realization of, any of the Pledged Collateral, (ii) the exercise or enforcement of any of the rights of the Security Agent or any other Secured Party hereunder, and (iii) the failure by any Pledgor to perform or observe any of the provisions hereof. Each Pledgor will upon demand pay to the Security Agent the amount of any reasonable out-of-pocket expenses, including the reasonable fees and disbursements of its counsel and of any experts, which the Security Agent may incur in connection with the perfection (or maintenance of perfection) of the security interest created by this Pledge Agreement.

(b) Amendments, Supplements, Joinders, Etc. No amendment or waiver of any provision of this Pledge Agreement nor consent to any departure by any Pledgor herefrom shall be effective unless made in writing and authenticated by each Pledgor, the Security Agent, and the requisite number of Lenders. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Pledge Agreement and Schedules I and II hereto shall be deemed supplemented by the delivery of any Accession Deed pursuant to the Facility Agreement without signature of any other Pledgor party hereto. This Pledge Agreement and Schedules I and II hereto may also be supplemented to add additional Pledgors or Pledged Collateral by means of a supplement or joinder signed by the appropriate Pledgor and the Security Agent in form and substance satisfactory to the Security Agent in its sole discretion. Schedule I to this Pledge Agreement may be updated from time to time to reflect the Pledged Collateral after giving effect to an acquisition, disposition, or other transaction permitted under the Facility Agreement, by delivery by the Pledgors to the Security Agent of an updated Schedule I in form and substance reasonably satisfactory to the Security Agent.

(c) Addresses for Notices. All notices and other communications provided for hereunder shall be made in the manner and to the addresses set forth in the Facility Agreement.

(d) Continuing Security Interest; Transfer of Interest. This Pledge Agreement shall create a continuing security interest in the Pledged Collateral and, unless expressly released by the Security Agent, on behalf of the Secured Parties, shall (i) remain in full force and effect until the payment in full in cash of the Secured Obligations (other than contingent indemnification obligations), and the termination in full of the Facility Agreement, (ii) be binding upon and inure to the benefit of each Pledgor and its successors, transferees and assigns, and (iii) inure, together with the rights and remedies of the Security Agent hereunder, to the benefit of and be binding upon the Secured Parties and their respective permitted successors, transferees and assigns. Without limiting the generality of the foregoing clause, when any Secured Party assigns or otherwise transfers any interest held by it under the Facility Agreement or other Finance Document to any other person or entity pursuant to the terms of the Facility Agreement or such other Finance Document, that other person or entity shall thereupon become vested with all the benefits held by such Secured Party under this Pledge Agreement.

(e) Termination of Security Interest. Upon the Discharge Date, the security interest granted hereby shall terminate and all rights to the Pledged Collateral shall revert to the Pledgors to the extent such Pledged Collateral shall not have been sold or otherwise applied pursuant to the terms hereof. Upon any such termination, the Security Agent will, at the Pledgors' expense, promptly deliver all Pledged Collateral to the applicable Pledgor, execute and deliver to the applicable Pledgor such documents as such Pledgor shall reasonably request and take any other actions reasonably requested to evidence or effect such termination.

(f) Waivers. Each Pledgor hereby waives to the fullest extent permitted by applicable law:

(i) promptness, diligence, notice of acceptance, and any other notice with respect to any of the Secured Obligations and this Pledge Agreement (other than notices required by the express terms of this Pledge Agreement or any other Finance Document);

(ii) any requirement that the Security Agent or any other Secured Party protect, secure, perfect, or insure any Security or any property subject thereto or exhaust any right or take any action against any Pledgor or any other person or entity or any collateral; and

(iii) any duty on the part of the Security Agent to disclose to any Pledgor any matter, fact, or thing relating to the business, operation, or condition of such Pledgor and its respective assets now known or hereafter known by such person or entity.

(g) Severability. Wherever possible, each provision of this Pledge Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Pledge Agreement shall be prohibited by, or invalid under, such law, such

provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Pledge Agreement.

(h) Choice of Law. This Pledge Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York.

(i) SUBMISSION TO JURISDICTION. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS PLEDGE AGREEMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS PLEDGE AGREEMENT, EACH PLEDGOR AND SECURITY AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. SECURITY AGENT AND EACH PLEDGOR IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS PLEDGE AGREEMENT. EACH PARTY HERETO WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE. NOTHING IN THIS PARAGRAPH SHALL AFFECT THE RIGHT OF THE SECURITY AGENT TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF ANY SECURED PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST ANY PLEDGOR IN THE COURTS OF ANY OTHER JURISDICTION.

(j) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS PLEDGE AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PLEDGOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS PLEDGE AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(k) INDEMNIFICATION. CLAUSE 18 (OTHER INDEMNITIES) OF THE FACILITY AGREEMENT IS INCORPORATED HEREIN *MUTATIS MUTANDIS*.

(l) Counterparts. For the convenience of the parties, this Pledge Agreement may be executed in multiple counterparts and by different parties hereto in separate counterparts, each of

which for all purposes shall be deemed to be an original, and all such counterparts shall together constitute but one and the same Pledge Agreement. Delivery of an executed counterpart signature page by facsimile (or other electronic transmission) is as effective as executing and delivering this Pledge Agreement in the presence of the other parties to this Pledge Agreement. In proving this Pledge Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

(m) Conflicts. In the event of any explicit or implicit conflict between any provision of this Pledge Agreement and any provisions of the Facility Agreement, to the extent permitted by applicable law, the terms of the Facility Agreement shall be controlling.

(n) INTEGRATION. THIS PLEDGE AGREEMENT AND THE OTHER FINANCE DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

(o) Events of Default. Clause 26 of the Facility Agreement is incorporated into and made a part of this Pledge Agreement, *mutatis mutandis*.


(p) Reinstatement. If, at any time after termination of the Security Agent's security interest, any payments on the Secured Obligations previously made must be disgorged by such Secured Party for any reason whatsoever, including, without limitation, the insolvency, bankruptcy or reorganization of any Pledgor or any other person or entity, this Pledge Agreement and the Security Agent's security interests herein shall be reinstated as to all disgorged payments as though such payments had not been made, and each Pledgor shall sign and deliver to the Security Agent all documents, and shall complete such actions as may be necessary to reinstate and perfect the Security Agent's security interest. THE LIABILITIES OF EACH PLEDGOR AS SET FORTH IN THIS SUBSECTION (p) SHALL SURVIVE THE TERMINATION OF THIS PLEDGE AGREEMENT.

[Remainder of Page Intentionally Left Blank]

The parties hereto have caused this Pledge Agreement to be duly executed as of the date first above written.

PLEDGORS:


MIROMA HOLDINGS LTD

By: 
Name: Marc Boyan
Title: CEO


MIROMA EPISODE HOLDINGS INC.

By: 
Name: Paul Keith Summers
Title: COO


MIROMA SET LIMITED

By: 
Name: Marc Boyan
Title: CEO


REACH4ENTERTAINMENT INC.

By: 
Name: Paul Keith Summers
Title: COO


ENHANCE OUTDOOR HOLDING LTD

By: 
Name: Marc Boyan
Title: CEO

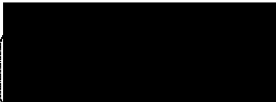
ENHANCE OUTDOOR HOLDINGS INC.

By: 
Name: Paul Keith Summers
Title: COO


MIROMA OUTCOMES LLC

By: 
Name: Paul Keith Summers
Title: COO

SPOT AND COMPANY OF MANHATTAN, INC.


By: 
Name: Paul Keith Summers
Title: COO

ENHANCE OUTDOOR LLC

By: 
Name: Mark Boyan
Title: CEO

SECURITY AGENT:

BARCLAYS BANK PLC

By: 
Name: Jamie Telkman
Title: Vice President

[SIGNATURE PAGE TO PLEDGE AGREEMENT]

SCHEDULE I**PLEDGED COLLATERAL****I. Membership Interests**

<u>Pledgor</u>	<u>Issuer</u>	<u>State or Country of Organization (Pledged Subsidiary)</u>	<u>Certificate(s) No(s).</u>	<u>Number of Units</u>	<u>% of Membership Interest Owned</u>
Miroma Episode Holdings Inc.	Miroma Outcomes LLC	State of Delaware	N/A	N/A	100%
Enhance Outdoor Holdings Inc	Enhance Outdoor LLC	State of New York	N/A	N/A	100%

II. Partnership Interests

<u>Pledgor</u>	<u>Issuer</u>	<u>Type of Partnership Interest</u>	<u>% of Partnership Interest Owned</u>
None.			

III. Shares

<u>Pledgor</u>	<u>Pledged Subsidiary</u>	<u>State or Country of Organization (Pledged Subsidiary)</u>	<u>Class of Stock</u>	<u>Certificate(s) No(s).</u>	<u>Number of Shares</u>
Miroma Holdings Ltd	Miroma Episode Holdings Inc.	State of Delaware	Common	1	100%
Miroma SET Limited	Reach4entertainment Inc.	State of Delaware	Common	3	100%
Reach4entertainment Inc.	Spot and Company of Manhattan, Inc.	State of New York	Common	3	100%
Enhance Outdoor Holding Ltd	Enhanced Outdoor Holdings Inc	State of New York	N/A	N/A	100%

IV. Intercompany Indebtedness

<u>Lender</u>	<u>Borrower</u>	<u>Amount (£)</u>
Miroma International Ltd	Miroma Holdings Limited	8,062,612
Miroma Holdings Limited	Fab Media	351,710

[SCHEDULE I TO PLEDGE AGREEMENT]

Miroma Holdings Limited	Miroma Investments	6,500
Miroma Holdings Limited	Miroma Maker Holdings Limited	2,378,248
Miroma Outcomes	Miroma Episode Holdings Inc	55,266
Miroma R4E Holdings Limited	Miroma Holdings Limited	1,000
Maker Lab Pte	Miroma Holdings Limited	1,223,269
Hyperactive London Ltd	Miroma Holdings Limited	210,964
Fold 7	Miroma Holdings Limited	787,371
Miroma SET	Enhance UK	40,000
Miroma SET	Newman's	150,000
Reach4entertainment Inc.	Miroma SET	895,695
Reach4entertainment Inc.	Enhance Outdoor LLC	98,991

SCHEDULE II**PLEDGORS INFORMATION**

Name of Pledgor	Jurisdiction of Formation	Type of Organization	Address of Chief Executive Office	Trade Names	Prior Names	Federal Tax ID Number	Organizational Number
Miroma Holdings Ltd	England and Wales	Limited company	Elsley Court, 20-22 Great Titchfield Street, London W1W 8BE	N/A	N/A	N/A	07586117
Miroma Episode Holdings Inc.	State of Delaware	Corporation	705 N Palm Drive, Beverly Hills, California 90210-3416, USA	N/A	N/A	82-4706849	6581471
Miroma SET Limited	England and Wales	Limited company	Elsley Court, 20-22 Great Titchfield Street, London W1W 8BE	N/A	Reach4entertainment Enterprises Limited, Reach4entertainment Enterprises PLC, Pivot Entertainment Group PLC, First Artist Corporation PLC, First Artist Events Limited, Regalist Limited	N/A	02725009
Reach4entertainment Inc.	State of Delaware	Corporation	705 N Palm Drive, Beverly Hills, California 90210-3416, USA	N/A	First Artist Corporation Inc. and Pivot Entertainment Group, Inc.	42-1768444	4516201
Enhance Outdoor Holding Ltd	England and Wales	Limited company	Elsley Court, 20-22 Great Titchfield Street, London W1W 8BE	N/A	N/A	N/A	13259742
Enhance Outdoor Holdings Inc	State of New York	Corporation	705 N Palm Drive, Beverly Hills, California 90210-3416, USA	N/A	N/A	87-2516218	5969777

[SCHEDULE II TO PLEDGE AGREEMENT]

Miroma Outcomes LLC	State of Delaware	Limited liability company	705 N Palm Drive, Beverly Hills, California 90210-3416, USA	Miroma Outcomes	N/A	82-4716713	6727783
Spot and Company of Manhattan, Inc.	State of New York	Corporation	705 N Palm Drive, Beverly Hills, California 90210-3416, USA	Spot Co.	N/A	13-3941857	4516201
Enhance Outdoor LLC	State of New York	Limited liability company	705 N Palm Drive, Beverly Hills, California 90210-3416, USA	Enhance Outdoor	N/A	86-3456610	5969781

[SCHEDULE II TO PLEDGE AGREEMENT]

EXHIBIT A**SUPPLEMENT TO PLEDGE AGREEMENT**

This Pledge Supplement No. [] dated [] (this “Pledge Supplement”), is delivered pursuant to that certain Pledge Agreement dated as of [], 2022, among the undersigned, as a Pledgor, the other Pledgors party thereto, and Barclays Bank plc, as Security Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Pledge Agreement”). All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Pledge Agreement. The undersigned hereby certifies that the representations and warranties made by the undersigned in the Pledge Agreement, as to the equity interests and debt instruments described below, are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof as if made on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct on and as of such earlier date. The undersigned agrees that this Pledge Supplement may be attached to the Pledge Agreement, and that the equity interests and debt instruments described in this Pledge Supplement shall (i) become, and hereby are, a part of the Pledged Collateral, (ii) supplement Schedule I to the Pledge Agreement and become, and hereby are, a part thereof, and (iii) secure all Secured Obligations referred to in the Pledge Agreement. The undersigned hereby pledges to the Security Agent, and grants to the Security Agent, for its benefit and the ratable benefit of the other Secured Parties, a continuing lien on and security interest in the Pledged Collateral described in this Pledge Supplement.

Membership Interests

<u>Pledgor</u>	<u>Issuer</u>	<u>% of Membership Interest Owned</u>	<u>Certificated?</u>

Partnership Interests

<u>Pledgor</u>	<u>Issuer</u>	<u>Type of Partnership Interest</u>	<u>% of Partnership Interest Owned</u>	<u>Certificated?</u>

Shares

<u>Pledgor</u>	<u>Issuer</u>	<u>Issuer's State of Organization</u>	<u>Class of Stock</u>	<u>Certificate(s) No(s).</u>	<u>Number of Shares Outstanding</u>	<u>% of Shares Owned</u>

PLEDGOR:

[]

By: _____
Name:
Title:

Acknowledged and Agreed:

ISSUER/DEBTOR:

[]

By: _____
Name:
Title: