



**Registration of a Charge**

Company name: **GEO SPECIALTY CHEMICALS UK LIMITED**

Company number: **07650493**



X9WG23RT

Received for Electronic Filing: **18/01/2021**

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**Details of Charge**

Date of creation: **31/12/2020**

Charge code: **0765 0493 0012**

Persons entitled: **TWIN BROOK CAPITAL PARTNERS, LLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **KATTEN MUCHIN ROSENMAN UK LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7650493

Charge code: 0765 0493 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st December 2020 and created by GEO SPECIALTY CHEMICALS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th January 2021 .

Given at Companies House, Cardiff on 19th January 2021

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

**SECOND AMENDED AND RESTATED PLEDGE AGREEMENT**

This SECOND AMENDED AND RESTATED PLEDGE AGREEMENT (this “Agreement”), dated as of December 31, 2020, is made by each of the undersigned and the other parties that become parties hereto from time to time after the date hereof pursuant to Section 6.01(j) of the Credit Agreement (as hereinafter defined) (each a “Pledgor” and collectively, the “Pledgors”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Administrative Agent (in such capacity, the “Pledgee”) on behalf of the Lenders party to the Credit Agreement referred to below.

**W I T N E S S E T H:**

WHEREAS, Cyalume Technologies Holdings, Inc., a Delaware corporation, as a Borrower and as Administrative Borrower, the other Borrowers party from time to time thereto, the other Guarantors party from time to time party thereto, the financial institutions from time to time party thereto (the “Lenders”) and Administrative Agent are parties to a Second Amended and Restated Credit Agreement, dated as of the date hereof (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the “Credit Agreement”), pursuant to which the Borrowers, Guarantors, Administrative Agent and Lenders have agreed to amend and restate in its entirety that certain Amended and Restated Credit Agreement, dated as of August 30, 2019 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Prior Credit Agreement”), by and among the “Administrative Borrower” party thereto, the “Borrowers” party thereto, the “Guarantors” party thereto, Administrative Agent and the Lenders (as defined therein) party thereto;

WHEREAS, it was a condition precedent to the initial extensions of credit by the Lenders under the Prior Credit Agreement that the “Pledgors” (as defined in the Prior Pledge Agreement) execute and deliver that certain Amended and Restated Pledge Agreement, dated as of August 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Prior Pledge Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Lenders severally have agreed to make Loans as set forth therein to the Borrowers;

WHEREAS, it is a condition precedent to the Lenders making any Loan to the Borrowers pursuant to the Credit Agreement that each Pledgor shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of all Lenders, which without constituting a novation, amends and restates the Prior Pledge Agreement in its entirety;

WHEREAS, each Pledgor has determined that (i) it will derive substantial benefit and advantage from the Loans made available to the Borrowers under the Credit Agreement and the other Loan Documents and (ii) its execution, delivery and performance of this Agreement directly benefit, and are in the best interests of, such Pledgor;

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Lenders to make the Loans pursuant to the Credit Agreement, each Pledgor hereby jointly and severally agrees with the Pledgee, for the benefit of the Pledgee and the Lenders, to amend and restate the Prior Pledge Agreement in its entirety as follows:

Section 1. Definitions.

(a) Reference is hereby made to the Credit Agreement for a statement of the terms thereof. All terms used in this Agreement which are defined in the Credit Agreement or in Article 8 or Article 9 of the Uniform Commercial Code (the “Code”) in effect from time to time in the State of New York and which are not otherwise defined herein shall have the same meanings herein as set forth therein. For purposes hereof, “equity interest” of or in any issuer shall include, without limitation, Capital Stock, together with any and all options, warrants, and other rights or instruments exercisable or exchangeable for, or convertible into, Capital Stock.

(b) As used in the Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

“Excluded Property” means any right or asset of any UK Pledgor subject, or purported to be subject, to any Lien granted pursuant to any UK Collateral Document (or which would, save for any applicable provision set out therein, be subject to any such Lien).

“UK Security Document” has the meaning given to it in the Credit Agreement.

“UK Legal Reservations” has the meaning given to it in the Credit Agreement.

“UK Perfection Requirements” has the meaning given to it in the Credit Agreement.

“UK Pledged Issuer” means a Pledged Issuer incorporated under the laws of England and Wales.

“UK Pledgor” means GEO UK.

Section 2. Pledge and Grant of Security Interest. As collateral security for all of the Secured Obligations (as defined in Section 3 hereof), each Pledgor hereby (i) reaffirms its prior pledge and grant made under the Prior Pledge Agreement and (ii) pledges, assigns, hypothecates, transfers, delivers, and grants to the Pledgee, for the benefit of the Pledgee and the Lenders, a continuing, first-priority security interest in, and Lien on, such Pledgor’s right, title, and interest in and to the following, whether now owned or hereafter acquired by such Pledgor, and howsoever its interest therein may arise or appear (whether by ownership, security interest, Lien, claim, or otherwise), and whether consisting of investment property, accounts, payment intangibles, or other general intangibles, or proceeds of any of the following (but in each case, excluding the Excluded Property) (collectively, the “Pledged Collateral”):

(a) (i) the indebtedness described in Schedule I hereto and all indebtedness from time to time required to be pledged to the Pledgee pursuant to the terms of the Credit Agreement (collectively, the “Pledged Debt”), (ii) the promissory notes and other instruments evidencing the Pledged Debt from time to time, and (iii) all interest, cash, instruments, investment property, and other property from time to time received, receivable, or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Debt;

(b) (i) the equity interests described in Schedule II hereto, issued by the Persons described in Schedule II (collectively, the “Existing Issuers”; the Existing Issuers, together with all other issuers from time to time of Pledged Interests (as hereinafter defined), are each hereinafter referred to, individually, as a “Pledged Issuer” and, collectively, as the “Pledged Issuers”), together with any and all other equity interests now owned or hereafter acquired by such Pledgor, whether or not evidenced or represented by any stock certificate, share certificate, certificated security, or other instrument, and including, without limitation, to the extent attributable to, or otherwise related to, such pledged equity interests, all of such Pledgor’s (A) interests in the profits and losses of each such Pledged Issuer, (B) rights and interests to receive distributions of each such Pledged Issuer’s assets and properties, and (C) rights and interests, if any, to participate in the management of each such Pledged Issuer related to such equity interests (collectively, the “Pledged Interests”), (ii) all rights, privileges, authorities, and powers of such Pledgor as an owner or holder of Pledged Interests in each such Pledged Issuer, including, without limitation, all economic rights, all control rights, authority, and powers, and all status rights of such Pledgor as a member, shareholder, or other owner (as applicable) of each such Pledged Issuer, (iii) all of such Pledgor’s options and other rights and interests, contractual or otherwise, in respect of the Pledged Interests, (iv) all of the certificates and/or instruments, if any, evidencing or representing the Pledged Interests from time to time, (v) all of the dividends, distributions, cash, instruments, investment property, and other property (including, but not limited to, any stock dividend and any distribution in connection with a stock split) from time to time received, receivable, or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Interests, (vi) all other property hereafter delivered to, or in the possession or custody of, the Pledgee in substitution for, or in addition to, the Pledged Interests, and (vii) any other property of such Pledgor in connection with the Pledged Interests, as described in Section 4 hereof, now or hereafter delivered to, or in the possession or custody of, Pledgor;

(c) all other investment property, financial assets, securities, Capital Stock, other equity interests, stock options, and commodity contracts of such Pledgor, and all notes, debentures, bonds, promissory notes, or other evidences of indebtedness of such Pledgor, and all other assets now or hereafter received or receivable with respect to any of the foregoing;

(d) all security entitlements of such Pledgor in any and all of the foregoing; and

(e) all proceeds (including proceeds of proceeds) of any and all of the foregoing;

provided, that, notwithstanding anything to the contrary herein, in no event shall more than sixty-five percent (65%) of the total outstanding voting equity interests, and one hundred percent (100%) of the total outstanding non-voting equity interests, of any Foreign Subsidiary of any Pledgor constitute Pledged Interests or Pledged Collateral.

Section 3. Security for Secured Obligations. The security interests and Liens created hereby in the Pledged Collateral constitute continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (collectively, the “Secured Obligations”):

(a) the Obligations; and

(b) the due performance and observance by each of the Pledgors of all of their other respective obligations from time to time existing in respect of this Agreement, the Credit Agreement, and all other Loan Documents.

#### Section 4. Delivery of the Pledged Collateral.

(a) All of the promissory notes, certificates and/or instruments constituting, evidencing, or representing the Pledged Collateral shall be delivered to the Pledgee on or prior to the execution and delivery of this Agreement (or such later date as Administrative Agent may agree in its sole discretion). All Pledged Interests shall be accompanied by (i) to the extent evidenced by any stock certificate, share certificate, certificated security, or other instrument, duly executed instruments of transfer or assignment, executed in blank, substantially in the form of Annex II hereto, or, in the case of a UK Pledged Issuer, a stock transfer form, or otherwise in form and substance satisfactory to Pledgee, (ii) in the case of a Pledged Issuer other than a UK Pledged Issuer, a duly executed irrevocable proxy coupled with an interest, in substantially the form of Annex III hereto (“Irrevocable Proxy”), and (iii) in the case of a Pledged Issuer other than a UK Pledged Issuer, a duly acknowledged equity interest registration page, in blank, from each Pledged Issuer, substantially in the form of Annex IV hereto, or otherwise in form and substance satisfactory to Pledgee (“Registration Page”). All other promissory notes, certificates and/or instruments constituting, evidencing, or representing the Pledged Collateral from time to time and required to be pledged to the Pledgee pursuant to the terms of this Agreement (collectively, the “Additional Collateral”) shall be delivered to the Pledgee promptly upon receipt thereof by or on behalf of any of the Pledgors. All such promissory notes, certificates and/or instruments shall be held by or on behalf of the Pledgee pursuant hereto, and shall be delivered in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment, executed in blank, in accordance with the terms hereof, all in form and substance satisfactory to the Pledgee. If any Pledged Collateral consists of uncertificated securities, unless the immediately following sentence is applicable thereto, such Pledgor shall cause the Pledgee (or Pledgee’s custodian, nominee, or other designee) to become the registered holder thereof, shall cause each issuer of such securities to agree that such issuer will comply with any instructions originated by the Pledgee with respect to such securities without further consent by such Pledgor, and shall cause each issuer to execute and deliver to the Pledgee the Pledge Acknowledgment and Control Agreement appended hereto in respect of all such securities. If any Pledged Collateral consists of security entitlements, such Pledgor shall transfer all such security entitlements to the Pledgee (or to Pledgee’s custodian, nominee, or other designee), or cause the applicable securities intermediary to agree that it will comply with entitlement orders by the Pledgee without further consent by such Pledgor. Pledgor shall not permit any issuer of such Pledged Collateral not evidenced by a stock certificate, share certificate, certificated security, or other instrument to be certificated or otherwise evidenced by a “security certificate” (as defined in Article 8 of the UCC) unless, in each case, such Pledgor delivers to Pledgee (within five (5) days after receipt thereof) such stock certificate, share certificate, certificated security, or other instrument, which shall be accompanied by duly executed instruments of transfer or assignment, executed in blank, substantially in the form

of Annex II hereto, or otherwise in form and substance satisfactory to Pledgee. The provisions of this paragraph 4(a) shall be subject to paragraph 17(j).

(b) Within five (5) days of the receipt by any Pledgor of any Additional Collateral, a Pledge Amendment, duly executed by such Pledgor, in substantially the form of Annex I hereto (a “Pledge Amendment”), shall be delivered to the Pledgee in respect of the Additional Collateral to be pledged pursuant to this Agreement and the Credit Agreement. The Pledge Amendment shall, from and after delivery thereof, constitute part of Schedules I and II hereto. Each Pledgor hereby authorizes the Pledgee to attach each Pledge Amendment to this Agreement and agrees that all promissory notes, certificates, or instruments listed on any Pledge Amendment delivered to the Pledgee shall for all purposes hereunder constitute Pledged Collateral, and such Pledgor shall be deemed, upon delivery thereof, to have made each of the representations and warranties set forth in Section 5 hereof with respect to all such Additional Collateral. In addition to the foregoing, subject to the restrictions in Section 2 hereof relating to issuers that are Foreign Subsidiaries, each Pledgor shall, within five (5) days of obtaining ownership of any additional equity interests which are not already Pledged Collateral, deliver to Pledgee, in accordance with the terms hereof, (i) all certificates and/or instruments evidencing or representing such additional equity interests and duly executed instruments of transfer to be assigned in blank, substantially in the form of Annex II hereto, or otherwise in form and substance satisfactory to the Pledgee (and prior to the delivery thereof to Pledgee, all such additional equity interests shall be held by Pledgor separate and apart from its other property and in express trust for Pledgee), (ii) an Irrevocable Proxy in respect of all such additional equity interests, in substantially the form of Annex III hereto, and, (iii) if the issuer of such additional equity interests is not already a Pledged Issuer under this Agreement, Pledgor shall cause such issuer to duly execute and deliver to Pledgee the Pledge Acknowledgment and Control Agreement appended hereto and a duly acknowledged Registration Page in respect of all such additional equity interests.

(c) Without limiting the generality of the foregoing, if any Pledgor shall receive, by virtue of such Pledgor’s being or having been an owner of any Pledged Collateral, any (i) stock certificate (including, without limitation, any certificate representing a stock dividend or distribution in connection with, among other things, any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spin-off, or split-off), share certificate, promissory note, or other instrument, (ii) option or right, whether as an addition to, substitution for, or in exchange for, any Pledged Collateral, or otherwise, (iii) dividends payable in cash (except such dividends permitted to be retained by such Pledgor pursuant to Section 7 hereof) or in securities or other property, or (iv) dividends or other distributions in connection with any partial or total liquidation or dissolution, or in connection with any reduction of capital, capital surplus, or paid-in surplus, such Pledgor shall receive such stock certificate, share certificate, promissory note, instrument, option, right, payment, or distribution in trust for the benefit of the Pledgee, shall segregate it from such Pledgor’s other property, and shall deliver it forthwith to the Pledgee, in the exact form received, with any necessary endorsement and/or appropriate stock powers duly executed in blank, to be held by the Pledgee as Pledged Collateral hereunder.

Section 5. Representations and Warranties. As of the date hereof, and with respect to any Person who joins this Agreement following such date, as of the date such Person

joins this Agreement, each Pledgor jointly and severally represents and warrants to the Pledgee and each Lender, as follows:

(a) Such Pledgor (i) is a corporation, limited liability company, or limited partnership duly organized, validly existing, and in good standing under the laws of the state or jurisdiction of its organization, and (ii) has all requisite power and authority to execute, deliver, and perform this Agreement.

(b) The execution, delivery, and performance by Pledgor of this Agreement (i) have been duly authorized by all necessary action, (ii) do not, and will not, contravene any Organization Documents or related agreements, documents, or instruments of such Pledgor or of any Pledged Issuer, or any contractual restriction binding on, or affecting, such Pledgor or any of its properties, (iii) do not, and will not, violate any law or regulation or any order, judgment, writ, award, or decree of any court, arbitrator, or Governmental Authority, and (iv) do not, and will not, result in or require the creation of any Lien upon, or with respect to, any of such Pledgor's properties other than pursuant to this Agreement and Permitted Liens (including, for the avoidance of doubt, Liens created or purported to be created pursuant to any UK Security Document) and in each case, in the case of the UK Pledgor and/or each UK Security Document (as applicable), subject to the UK Legal Reservations and the UK Perfection Requirements.

(c) Such Pledgor has caused each Pledged Issuer to amend or to otherwise modify its Organization Documents, books, records, and related agreements, documents, and instruments, as applicable, to reflect the rights and interests of the Pledgee hereunder, and to the extent required to enable and empower the Pledgee to exercise and enforce its rights and remedies hereunder in respect of the Pledged Collateral, in each case to the extent requested by Pledgee and in the case of the UK Pledgor and/or each UK Security Document (as applicable), subject to the UK Legal Reservations and the UK Perfection Requirements. .

(d) This Agreement constitutes the legal, valid, and binding obligation of Pledgor enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws and in the case of the UK Pledgor and/or each UK Security Document (as applicable), subject to the UK Legal Reservations and the UK Perfection Requirements.

(e) The Existing Issuers set forth in Schedule II hereto, as applicable, are the only Subsidiaries of such Pledgor existing as of the Second Restatement Effective Date. The Pledged Interests have been duly authorized and validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal, or other similar rights, and there are no outstanding options, warrants, or similar agreements with respect to the Pledged Interests of such Pledgor. Except as specifically set forth in Schedule II hereto, the Pledged Interests set forth in Schedule II, together with, in the case of any Foreign Subsidiary, the voting equity interest in such Foreign Subsidiary not pledged hereunder in accordance with Section 2 hereof, constitute one hundred percent (100%) of the issued and outstanding equity interests of the Pledged Issuers as of the Second Restatement Effective Date. All other equity interests



constituting Pledged Collateral will be duly authorized and validly issued, fully paid and nonassessable.

(f) The promissory notes and other instruments evidencing the Pledged Debt have been, and all other promissory notes and instruments from time to time evidencing the Pledged Debt, when executed and delivered, will have been, to our knowledge, duly authorized, executed, and delivered by the respective makers thereof, and all such promissory notes and other instruments are or will be, as the case may be, the legal, valid and binding obligations of such makers, enforceable against such makers in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws.

(g) Such Pledgor is the sole record beneficial owner of, and has legal title to, all of the Pledged Collateral of such Pledgor, and such Pledged Collateral is, and will at all times be, free and clear of all pledges, Liens, security interests, and other encumbrances and restrictions of any nature whatsoever, except the Liens and security interests created by this Agreement and the other Loan Documents and any Permitted Liens, , if any (including, for the avoidance of doubt, Liens created or purported to be created pursuant to any UK Security Document), and in each case, in the case of the UK Pledgor and/or each UK Security Document (as applicable), subject to the UK Legal Reservations.

(h) Such Pledgor has not heretofore transferred, pledged, assigned, or otherwise encumbered any of its rights or interests in or to any of the Pledged Collateral.

(i) None of the Pledged Interests of such Pledgor have been issued or transferred in violation of the Securities Act (as hereinafter defined), or other applicable laws of any jurisdiction to which such issuance or transfer may be subject.

(j) The exercise by the Pledgee of any or all of its rights and remedies in accordance with the terms of this Agreement will not contravene any law or any contractual restriction binding on, or affecting, such Pledgor or any of the properties of such Pledgor, and will not result in or require the creation of any Lien upon, or with respect to, any of the properties of such Pledgor other than pursuant to this Agreement and the other Loan Documents.

(k) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required to be obtained or made by such Pledgor for (i) the due execution, delivery, and performance by such Pledgor of this Agreement, (ii) the grant by such Pledgor, or the perfection, of the Liens and security interests created hereby in the Pledged Collateral (other than the filing of documents effecting the recordation of such security interests at Companies House in the UK), or (iii) the exercise by the Pledgee of any of its rights and remedies hereunder, except as may be required in connection with any sale of any Pledged Collateral by laws affecting the offering and sale of securities generally.

(l) This Agreement creates a valid Lien and security interest in favor of the Pledgee in the Pledged Collateral as security for the Secured Obligations. The Pledgee's having possession of the promissory notes and/or other instruments evidencing the Pledged Debt, the certificates and/or instruments evidencing or representing the Pledged Interests,

and all other certificates, instruments, and cash constituting Pledged Collateral from time to time results in the perfection of such Lien and security interest and in the case of the UK Pledgor and/or each UK Security Document (as applicable), subject to the UK Legal Reservations and the UK Perfection Requirements. Such Lien and security interest are, or in the case of any Pledged Collateral in which such Pledgor obtains rights after the date hereof, will be, a perfected, continuing, first-priority Lien and security interest, subject only to any Permitted Liens, if any (including, for the avoidance of doubt, Liens created or purported to be created pursuant to any UK Security Document). All action necessary or desirable to perfect and protect such Lien and security interest has been duly taken as of the date hereof.

(m) With respect to any Pledged Interests that are uncertificated securities, the execution and delivery of this Agreement and the Pledge Acknowledgment and Control Agreement appended hereto shall, and shall be deemed to, perfect the Pledgee's Lien and security interest in such Pledged Interests and any proceeds thereof by Control.

Section 6. Covenants as to the Pledged Collateral. So long as any Secured Obligations remain outstanding, each Pledgor shall, unless the Pledgee shall otherwise subsequently expressly consent in writing:

(a) keep adequate records concerning the Pledged Collateral and permit the Pledgee or any agents, designees, or representatives thereof at any time or from time to time to examine and make copies of, and abstracts from, such records pursuant to the terms of the Credit Agreement;

(b) [Reserved];

(c) at the Pledgors' expense, use commercially reasonable efforts to defend the Pledgee's right, title, and Lien and security interest in and to the Pledged Collateral against the claims and demands of any Person;

(d) subject to paragraph 17(j), at the Pledgors' expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Pledgee may reasonably request in order to (i) perfect and protect, or maintain the perfection of, the security interests and Liens created hereby, (ii) enable and empower the Pledgee to exercise and enforce its rights and remedies hereunder in respect of the Pledged Collateral, or (iii) otherwise effect the purposes of this Agreement;

(e) not sell, transfer, assign (by operation of law or otherwise), exchange, or otherwise dispose of any Pledged Collateral, or any interest therein, except as expressly permitted by the Credit Agreement;

(f) not create or suffer to exist any Lien upon, or with respect to, any of the Pledged Collateral, except for the Lien created hereby and under the other Loan Documents in favor of Pledgee and any Permitted Liens, if any (including, for the avoidance of doubt, Liens created or purported to be created pursuant to any UK Security Document);

(g) not make or consent to any amendment or other modification or waiver with respect to any Pledged Collateral, or enter into any agreement or permit to exist any restriction with respect to any Pledged Collateral to the extent prohibited by the Loan Documents;

(h) not permit the issuance of (i) any additional shares or other units of any class of Capital Stock of any Pledged Issuer unless the same are pledged in accordance with the terms hereof, (ii) any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such shares or other units of Capital Stock, or (iii) any warrants, options, contracts, or other commitments entitling any Person to purchase or to otherwise acquire any such shares or other units of Capital Stock;

(i) not take any action to cause any membership interest of the Pledged Collateral to be or become a "security" within the meaning of, or to be governed by, Article 8 (Investment Securities) of the UCC as in effect under the laws of any state having jurisdiction, and shall not cause any Pledged Issuer to "opt in" or to take any other action seeking to establish any membership interest of the Pledged Collateral as a "security" or to become certificated, unless, to the extent such membership interest is pledged hereunder, a certificate representing such membership interest and corresponding assignment separate from certificate has been delivered to Pledgee; and

(j) not take, or fail to take, any action which would in any manner impair the value or enforceability of the Pledgee's security interest in, and Lien on, any Pledged Collateral or any of the Pledgee's rights hereunder.

Section 7. Voting Rights, Dividends, Distributions, Etc. in Respect of the Pledged Collateral.

(a) So long as no Event of Default shall have occurred and be continuing in respect of which the Pledgee has provided any applicable Pledgor with notice of its election to exercise the rights and remedies set forth in Section 7(b) below, subject to the terms and provisions of this Agreement:

(i) each Pledgor may exercise any and all voting and other consensual rights pertaining to any Pledged Collateral for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement, or the other Loan Documents; provided, however, that (A) none of the Pledgors will exercise, or refrain from exercising, any such right, as the case may be, if the Pledgee gives it notice that, in the Pledgee's judgment, such action (or inaction) could reasonably be expected to have a Material Adverse Effect and (B) each Pledgor will give the Pledgee at least five (5) Business Days' notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right which could reasonably be expected to have a Material Adverse Effect; and

(ii) each of the Pledgors may receive and retain any and all dividends, interest payments, or other distributions paid in respect of the Pledged

Collateral to the extent permitted by the Credit Agreement and the other Loan Documents; provided, however, that, until actually paid, all rights to such dividends, interest payments, or other distributions shall remain subject to the Liens and security interests of the Pledgee created by this Agreement and the other Loan Documents; provided, further, however, that any and all (A) dividends and interest paid or payable other than in cash in respect of, and instruments and other property received, receivable, or otherwise distributed in respect of, or in exchange for, any Pledged Collateral, (B) dividends and other distributions paid or payable in cash in respect of any Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus, or paid-in surplus, and (C) cash paid, payable, or otherwise distributed in redemption of, or in exchange for, any Pledged Collateral, together with any dividend, interest payment, or other distribution which at the time of such dividend, interest payment, or other distribution was not permitted by the Credit Agreement or the other Loan Documents, shall constitute, and shall forthwith be delivered to the Pledgee to hold as, Pledged Collateral and shall, if received by any of the Pledgors, be received in trust for the benefit of the Pledgee, shall be segregated from the other property or funds of the Pledgors, and shall be forthwith delivered to the Pledgee in accordance with the terms hereof in the exact form received with any necessary endorsement and/or appropriate stock powers duly executed in blank, to be held by the Pledgee as Pledged Collateral hereunder.

(b) Upon the occurrence and during the continuance of an Event of Default, in respect of which the Pledgee has provided any applicable Pledgor with notice of its election to exercise such rights and remedies:

(i) all rights of each Pledgor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 7(a)(i) hereof, and to receive the dividends, interest payments, and other distributions which it would otherwise be authorized to receive and retain pursuant to Section 7(a)(ii) hereof, shall automatically cease, and all such rights shall thereupon become vested solely in the Pledgee, and Pledgee (personally or through an agent) shall thereupon be solely authorized and empowered to (i) transfer and register in the Pledgee's name, or in the name of the Pledgee's nominee, the whole or any part of the Pledged Collateral, it being acknowledged by each Pledgor that such transfer and registration may be effected by the Pledgee by the delivery of a Registration Page to the Pledgor or to the Pledged Issuer, as applicable, reflecting the Pledgee or its designee as the holder of such Pledged Collateral, or otherwise by the Pledgee through its irrevocable appointment as attorney-in-fact pursuant to Section 8 hereof, (ii) exchange certificates or instruments evidencing or representing Pledged Collateral for certificates or instruments of smaller or larger denominations, (iii) exercise the voting and all other rights as a holder with respect thereto (including, without limitation, all economic rights, all control rights, authority and powers, and all status rights of Pledgor as a member, shareholder, or other owner of any Pledged Issuer), (iv) collect and receive all dividends and other payments and distributions made

thereon, (v) notify the parties obligated on any of the Pledged Collateral to make payment to the Pledgee of any amounts due or to become due thereunder, (vi) endorse instruments in the name of Pledgor to allow collection of any of the Pledged Collateral, (vii) enforce collection of any of the Pledged Collateral by suit or otherwise, and surrender, release, or exchange all or any part thereof, or compromise or renew for any period (whether or not longer than the original period) any liabilities of any nature of any Person with respect thereto, (viii) consummate any sales of Pledged Collateral or exercise other rights as set forth in Section 10 hereof, (ix) otherwise act with respect to the Pledged Collateral as though the Pledgee was the outright owner thereof, and (x) exercise any other rights or remedies the Pledgee may have under the Code or other applicable law;

(ii) without limiting the generality of the foregoing, Pledgee is hereby authorized to notify each debtor with respect to the Pledged Debt to make payment directly to the Pledgee and may collect any and all moneys due or to become due to any Pledgor in respect of the Pledged Debt, and each of the Pledgors hereby authorizes each such debtor to make such payment directly to the Pledgee without any duty of inquiry;

(iii) without limiting the generality of the foregoing, the Pledgee may, at its option, exercise any and all rights of conversion, exchange, subscription, or any other rights, privileges, powers, or options pertaining to any of the Pledged Collateral as if it were the absolute owner thereof, including, without limitation, the right to exchange, in the Pledgee's discretion, any and all of the Pledged Collateral upon the merger, consolidation, reorganization, recapitalization, or other adjustment of any Pledged Issuer, or upon the exercise by any Pledged Issuer of any right, privilege, or option pertaining to any Pledged Collateral, and, in connection therewith, to deposit and deliver any and all of the Pledged Collateral with any committee, depository, transfer agent, registrar, or other designated agent upon such terms and conditions as it may determine; and

(iv) all dividends, distributions, interest, and other payments which are received by any of the Pledgors contrary to the provisions of Section 7(b)(i) hereof shall be received and held in trust for the benefit of the Pledgee, shall be segregated from any other funds of the Pledgors, and shall be forthwith paid over to the Pledgee as Pledged Collateral in the exact form received with any necessary endorsement and/or appropriate stock powers duly executed in blank, together with such other documents or instruments as may be required hereunder or as Pledgee may reasonably request, to be held by the Pledgee as Pledged Collateral hereunder.

Section 8. Irrevocable Proxy and Attorney-in-Fact Power Coupled With an Interest.

(a) EACH PLEDGOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE PLEDGEE AS ITS PROXY AND ATTORNEY-IN-FACT FOR SUCH

PLEDGOR WITH RESPECT TO THE PLEDGED COLLATERAL WITH THE RIGHT, UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, TO TAKE ANY OR ALL OF THE FOLLOWING ACTIONS: (i) TRANSFER AND REGISTER IN ITS NAME OR IN THE NAME OF ITS NOMINEE THE WHOLE OR ANY PART OF THE PLEDGED COLLATERAL, (ii) VOTE THE PLEDGED INTERESTS, WITH FULL POWER OF SUBSTITUTION TO DO SO, (iii) RECEIVE AND COLLECT ANY DIVIDEND OR OTHER PAYMENT OR DISTRIBUTION IN RESPECT OF, OR IN EXCHANGE FOR, THE PLEDGED COLLATERAL OR ANY PORTION THEREOF, TO GIVE FULL DISCHARGE FOR THE SAME AND TO INDORSE ANY INSTRUMENT MADE PAYABLE TO PLEDGOR FOR SAME, (iv) EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES, AND REMEDIES (INCLUDING, WITHOUT LIMITATION, ALL ECONOMIC RIGHTS, ALL CONTROL RIGHTS, AUTHORITY AND POWERS, AND ALL STATUS RIGHTS OF PLEDGOR AS A MEMBER, SHAREHOLDER, OR OTHER OWNER OF THE PLEDGED ISSUER) TO WHICH A HOLDER OF THE PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING, WITH RESPECT TO THE PLEDGED INTERESTS, GIVING OR WITHHOLDING WRITTEN CONSENTS OF MEMBERS, CALLING SPECIAL MEETINGS OF MEMBERS, AND VOTING AT SUCH MEETINGS), AND (v) TAKE ANY ACTION AND EXECUTE ANY INSTRUMENT WHICH THE PLEDGEE MAY DEEM NECESSARY OR ADVISABLE TO ACCOMPLISH THE PURPOSES OF THIS AGREEMENT. THE APPOINTMENT OF THE PLEDGEE AS PROXY AND ATTORNEY-IN-FACT IS COUPLED WITH AN INTEREST AND SHALL BE VALID AND IRREVOCABLE UNTIL (x) THE OBLIGATIONS (OTHER THAN UNASSERTED INDEMNIFICATION OBLIGATIONS) HAVE BEEN PAID IN FULL IN ACCORDANCE WITH THE PROVISIONS OF THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, (y) THE PLEDGEE HAS NO FURTHER OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE OTHER LOAN DOCUMENTS, OR ANY OTHER DOCUMENTS, AND (z) ALL FUNDING COMMITMENTS UNDER THE CREDIT AGREEMENT HAVE EXPIRED OR BEEN TERMINATED (THE OCCURRENCE OF THE FOREGOING, THE "TERMINATION DATE"; IT BEING UNDERSTOOD THAT SUCH OBLIGATIONS AND COMMITMENTS WILL CONTINUE TO BE EFFECTIVE OR AUTOMATICALLY REINSTATED, AS THE CASE MAY BE, IF AT ANY TIME PAYMENT, IN WHOLE OR IN PART, OF ANY OF THE OBLIGATIONS IS RESCINDED OR MUST OTHERWISE BE RESTORED OR RETURNED BY THE PLEDGEE OR ANY LENDER FOR ANY REASON, INCLUDING AS A PREFERENCE, FRAUDULENT CONVEYANCE, OR OTHERWISE UNDER ANY BANKRUPTCY, INSOLVENCY, OR SIMILAR LAW, ALL AS THOUGH SUCH PAYMENT HAD NOT BEEN MADE; IT BEING FURTHER UNDERSTOOD THAT IN THE EVENT PAYMENT OF ALL OR ANY PART OF THE OBLIGATIONS IS RESCINDED OR MUST BE RESTORED OR RETURNED, ALL REASONABLE OUT-OF-POCKET COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) INCURRED BY THE PLEDGEE IN DEFENDING AND ENFORCING SUCH REINSTATEMENT SHALL BE DEEMED TO BE INCLUDED AS A PART OF THE OBLIGATIONS). SUCH APPOINTMENT OF THE PLEDGEE AS PROXY AND ATTORNEY-IN-FACT SHALL BE VALID AND IRREVOCABLE AS PROVIDED HEREIN NOTWITHSTANDING ANY LIMITATIONS TO THE CONTRARY SET FORTH IN THE ARTICLES OF ORGANIZATION, LIMITED LIABILITY COMPANY AGREEMENTS, OR OTHER

ORGANIZATION DOCUMENTS OF ANY PLEDGOR OR ANY PLEDGED ISSUER. In order to further effect the foregoing transfer of rights in favor of the Pledgee, Pledgee shall have the right, upon the occurrence and during the continuance of an Event of Default, to present to any Pledged Issuer an Irrevocable Proxy and/or Registration Page.

(b) Upon exercise of the proxy set forth herein, all prior proxies given by any Pledgor with respect to any of the Pledged Collateral or any of the Pledged Interests, as applicable (other than to Pledgee), are hereby revoked, and no subsequent proxies (other than to Pledgee) will be given with respect to any of the Pledged Interests or any other Pledged Collateral, as applicable, unless the Pledgee otherwise subsequently agrees in writing. The Pledgee, as proxy, will be empowered and may exercise the irrevocable proxy to vote the Pledged Interests and/or the other Pledged Collateral at any and all times during the existence of an Event of Default, including, but not limited to, at any meeting of shareholders, partners, or members, as the case may be, however called, and at any adjournment thereof, or in any action by written consent, and may waive any notice otherwise required in connection therewith. To the fullest extent permitted by applicable law, the Pledgee shall have no agency, fiduciary, or other implied duties to any Pledgor, any Loan Party, or any other Person when acting in its capacity as such proxy or attorney-in-fact. Each Pledgor hereby waives and releases any claims that it may otherwise have against the Pledgee with respect to any breach or alleged breach of any such agency, fiduciary, or other duty.

Section 9. Additional Provisions Concerning the Pledged Collateral.

(a) This Agreement is executed only as security for the Secured Obligations and, therefore, the execution and delivery of this Agreement shall not subject Pledgee or any Lender to, or transfer or pass to Pledgee or any Lender, or in any way affect or modify, the liability of any of the Pledgors under their respective Organization Documents or any related agreements, documents, instruments, or otherwise. Any transfer to Pledgee or its nominee, or registration in the name of Pledgee or its nominee, of the whole or any part of the Pledged Collateral, whether by the delivery of a Registration Page to any issuer of Pledged Interests or otherwise, shall be made solely for purposes of effectuating voting or other consensual rights with respect to the Pledged Collateral in accordance with the terms hereof, and is not intended to effectuate any transfer whatsoever of ownership of any of the Pledged Collateral. Notwithstanding any transfer to the Pledgee or its nominee, or any registration in the name of the Pledgee or its nominee, or any delivery or any modification of a Registration Page, or any exercise of an Irrevocable Proxy, the Pledgee shall not be deemed the owner of, or assume any obligations of the owner or holder of, the Pledged Collateral unless and until the Pledgee subsequently expressly accepts such obligations in a duly authorized and executed writing, or otherwise becomes the owner thereof under applicable law (including, without limitation, through a sale as described in Section 10 hereof). In no event shall the acceptance of this Agreement by the Pledgee, or the exercise by the Pledgee of any rights hereunder or assigned hereby, constitute an assumption of any liability or obligation whatsoever of any Pledgor, any Pledged Issuer, or any other Person to, under, or in connection with any Organization Document thereof or any related agreements, documents, instruments, or otherwise.

(b) To the maximum extent permitted by applicable law, each Pledgor hereby (i) authorizes the Pledgee (personally or through an agent), upon the occurrence and during the

continuance of an Event of Default, to execute any such agreements, instruments, or other documents in such Pledgor's name and to file such agreements, instruments, or other documents in such Pledgor's name in any appropriate filing office, (ii) authorizes the Pledgee to file any financing statements required hereunder or under any other Loan Document, and any continuation statements or amendments with respect thereto, in any appropriate filing office without the signature of such Pledgor, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Pledgor prior to the date hereof. A photocopy or other reproduction of this Agreement or any financing statement covering the Pledged Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) If any Pledgor fails to perform any agreement or obligation contained herein to the extent constituting an Event of Default, the Pledgee itself may perform, or cause performance of, such agreement or obligation, and the expenses of the Pledgee incurred in connection therewith shall be jointly and severally payable by the Pledgors pursuant to Section 11 hereof and shall be secured by the Pledged Collateral.

(d) The powers conferred on the Pledgee hereunder are solely to protect its interest in the Pledged Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Pledged Collateral in its possession and accounting for monies actually received by it hereunder, the Pledgee shall have no duty whatsoever as to any Pledged Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Pledged Collateral and shall be relieved of all responsibility for the Pledged Collateral upon surrendering it, or tendering surrender of it, to any Pledgor. The Pledgee 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 Pledgee accords its own property, it being understood that the Pledgee shall not have any responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders, or other matters relating to any Pledged Collateral, whether or not the Pledgee 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.

Section 10. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Pledgee may exercise in respect of the Pledged Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the Code then in effect in the State of New York or such other applicable jurisdiction; and without limiting the generality of the foregoing, and without notice except as specified below, sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange or broker's board or elsewhere, at such price or prices and on such other terms as the Pledgee may deem commercially reasonable. Each Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to such Pledgor of the time and place of any public sale of Pledged Collateral owned by such Pledgor or the time after which any private sale is to be made shall constitute commercially reasonable notification. The Pledgee shall not be obligated to make any sale of Pledged



Collateral regardless of whether or not notice of sale has been given. The Pledgee may adjourn or cancel any public or private sale from time to time for any reason whatsoever by announcement at the time and place fixed therefor or at any time prior thereto, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) In the event that the Pledgee determines to exercise its right to sell all or any part of the Pledged Collateral pursuant to Section 10(a) hereof, each Pledgor will, at such Pledgor's expense and upon request by the Pledgee: (i) execute and deliver, and cause each issuer of such Pledged Collateral and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Pledgee, advisable to register such Pledged Collateral under the provisions of the Securities Act of 1933, as amended (the "Securities Act"), and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the opinion of the Pledgee, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto, (ii) cause each issuer of such Pledged Collateral to qualify such Pledged Collateral under the state securities or "Blue Sky" laws of each jurisdiction, and to obtain all necessary governmental approvals for the sale of the Pledged Collateral, as requested by the Pledgee, (iii) cause each Pledged Issuer to make available to its securityholders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act, and (iv) do or cause to be done all such other acts and things as may be necessary to make such sale of such Pledged Collateral valid and binding and in compliance with applicable law. Each Pledgor acknowledges the impossibility of ascertaining the amount of damages which would be suffered by the Pledgee by reason of the failure by any Pledgor to perform any of the covenants contained in this Section 10(b) and, consequently, agrees that, if any Pledgor fails to perform any of such covenants, it shall pay, as liquidated damages and not as a penalty, an amount equal to the value of the Pledged Collateral on the date the Pledgee demands compliance with this Section 10(b); provided, however, that the payment of such amount shall not release any Pledgor from any of its obligations under any of the other Loan Documents.

(c) Notwithstanding the provisions of Section 10(b) hereof, each Pledgor recognizes that the Pledgee may deem it impracticable to effect a public sale of all or any part of the Pledged Interests or any other securities constituting Pledged Collateral and that the Pledgee may, therefore, determine to make one or more private sales of any such securities to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges that any such private sale may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sales shall be deemed to have been made in a commercially reasonable manner and that the Pledgee shall have no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act. Each Pledgor further acknowledges and agrees that any offer to sell such securities which has been (i) publicly advertised on a bona fide basis in a newspaper or other publication of general circulation in the financial community of New York, New York (to the extent that such an offer may be so advertised without prior registration under the Securities Act) or (ii) made privately in

the manner described above to not less than fifteen (15) bona fide offerees shall be deemed to involve a “public disposition” for the purposes of Section 9-610(c) of the Code (or any successor or similar, applicable statutory provision) as then in effect in the State of New York, notwithstanding that such sale may not constitute a “public offering” under the Securities Act, and that the Pledgee may, in such event, bid for the purchase of such securities.

(d) Any cash held by the Pledgee as Pledged Collateral and all cash proceeds received by the Pledgee in respect of any sale of, collection from, or other realization upon, all or any part of the Pledged Collateral may, in the discretion of the Pledgee, be held by the Pledgee as collateral for, and/or then, or at any time thereafter, applied (after payment of any amounts payable to the Pledgee pursuant to Section 11 hereof) in whole or in part by the Pledgee against, all or any part of the Secured Obligations in such order as the Pledgee shall elect consistent with the provisions of the Credit Agreement. Any surplus of such cash or cash proceeds held by the Pledgee and remaining after payment in full of all of the Secured Obligations after all funding commitments (if any) under the Loan Documents have been terminated shall be paid over to the Pledgors or to such other Person as may be lawfully entitled to receive such surplus.

(e) In the event that the proceeds of any such sale, collection, or realization are insufficient to pay all amounts to which the Pledgee is legally entitled, the Pledgors shall be liable, jointly and severally, for the deficiency, together with interest thereon at the highest rate specified in the Credit Agreement for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees, costs, and expenses of any attorneys employed by the Pledgee to collect such deficiency.

(f) Each Pledgor further agrees that it hereby waives any and all rights of subrogation, reimbursement, exoneration, contribution, and similar rights it may have against any issuer of Pledged Interests, upon the sale or sales or dispositions of any portion or all of the Pledged Collateral by Pledgee.

#### Section 11. Indemnity and Expenses.

(a) Each Pledgor, jointly and severally, agrees to indemnify and hold harmless the Pledgee (and all of its affiliates, officers, directors, employees, attorneys, consultants, and agents) from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including reasonable attorneys’ fees, costs and expenses) to the extent that they arise out of, or otherwise result from, this Agreement (including, without limitation, enforcement of this Agreement), in accordance with the terms of Sections 8.05 and 10.14 of the Credit Agreement .

(b) Each Pledgor, jointly and severally, agrees to pay to the Pledgee, upon demand, the amount of any and all costs and expenses, including, without limitation, the reasonable fees and disbursements of the Pledgee’s counsel and of any experts and agents, which the Pledgee may incur in connection with (i) the negotiation, preparation, execution, delivery, performance, recordation, administration, amendment, waiver, or other modification or termination of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Pledged Collateral, (iii) the exercise or enforcement of any of the rights of the Pledgee hereunder, or (iv) the failure by any Pledgor to

perform or observe any of the provisions hereof, in accordance with Section 10.03 of the Credit Agreement.

(c) The indemnification and payment for all of the foregoing losses, damages, fees, costs and expenses are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 11 may be unenforceable because it is violative of any law or public policy, each Pledgor shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all such matters incurred by the indemnified Persons. The indemnities and payment provisions set forth in this Section 11 shall survive the repayment of the Secured Obligations and discharge of any Liens granted hereunder or any other Loan Document.

Section 12. Notices, Etc. Any notices and other communications provided for hereunder shall be made pursuant to, and in accordance with, and to the contact information provided in, Section 10.01 of the Credit Agreement or, as to each such party, at such other address as shall be designated by such party in a written notice to the other parties hereto complying as to delivery with the terms of Section 10.01 of the Credit Agreement. All such communications shall be, and shall be deemed to be, effective in accordance with, and pursuant to, the terms of Section 10.01 of the Credit Agreement.

Section 13. Security Interest Absolute. All rights of the Pledgee and the Lenders, all Liens and security interests, and all obligations of each of the Pledgors hereunder shall be absolute and unconditional irrespective of: (i) any lack of validity or enforceability of the Credit Agreement, the other Loan Documents, or any other agreement or instrument relating thereto, (ii) any change in the time, manner, or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, or any other amendment or waiver of, or consent to, any departure from the Credit Agreement or any other Loan Document, (iii) any exchange or release of, or non-perfection of any Lien on any Collateral, or any release or amendment or waiver of, or consent to departure from, any guaranty (including, without limitation, any Guaranty) for all or any of the Secured Obligations, (iv) the insolvency of any Loan Party, Pledgor, or Pledged Issuer, or (v) any other circumstance which might otherwise constitute a defense available to, or a discharge of, any of the Pledgors in respect of the Secured Obligations. All authorizations and agencies contained herein with respect to any of the Pledged Collateral are, and shall be deemed to be, valid and irrevocable powers coupled with an interest sufficient in law to support an irrevocable power.

Section 14. Reinstatement. If, at any time, all or any part of any payment applied by the Pledgee to any of the Secured Obligations is or must be rescinded or returned by the Pledgee or any Lender for any reason whatsoever (including, without limitation, as a preference, fraudulent conveyance, or otherwise under any insolvency, bankruptcy, reorganization, or assignment for the benefit of creditors), such Secured Obligations shall, for the purposes hereof, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Pledgee, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Secured Obligations, all as though such application by the Pledgee had not been made; it being further understood that in the event payment of all or any part of the Secured Obligations is rescinded or

must be restored or returned, all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Pledgee in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

Section 15. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR PLEDGED COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY ACCEPTS GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH PLEDGOR HEREBY IRREVOCABLY APPOINTS THE SECRETARY OF STATE OF THE STATE OF NEW YORK AS ITS AGENT FOR SERVICE OF PROCESS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING AND FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12 OR TO THE SECRETARY OF STATE OF THE STATE OF NEW YORK, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE PLEDGEE AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PLEDGOR OR ANY PLEDGED COLLATERAL OF ANY PLEDGOR IN ANY OTHER JURISDICTION. EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY PARTY HERETO HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

**Section 16. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH PARTY HERETO CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ADMINISTRATIVE AGENT OR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH PARTY HERETO HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PERSON'S ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.**

**Section 17. Miscellaneous.**

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by each Pledgor and the Pledgee, and no waiver of any provision of this Agreement, and no consent to any departure by any of the Pledgors therefrom, shall be effective unless it is in writing and signed by each Pledgor and the Pledgee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Pledgee or the Lenders to exercise, and no delay in exercising, any right hereunder or under any Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Pledgee and the Lenders provided herein and in the Loan Documents are cumulative and are in addition to, and not exclusive of, any other rights or remedies provided by law. The rights of the Pledgee and the Lenders under the applicable Loan Document against any party thereto are not conditional or contingent on any attempt by the Pledgee or the Lenders to exercise any of their rights under any other document against such party or against any other Person.

(c) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) All representations and warranties of the Pledgors contained in this Agreement shall survive the execution and delivery of this Agreement.

(e) This Agreement shall create a continuing, first-priority security interest in, and Lien on (subject only to any Permitted Liens, if any (including, for the avoidance of doubt,

Liens created or purported to be created pursuant to any UK Security Document)), the Pledged Collateral and shall (i) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the termination of all funding commitments (if any) under the Loan Documents, and (ii) be binding on each Pledgor and, by its acceptance hereof, the Pledgee, and each of their respective successors and assigns, and shall inure, together with all rights and remedies of the Pledgee and the Lenders hereunder, to the benefit of the Pledgee and the Lenders and their respective successors, transferees, and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, to the extent permitted under the Credit Agreement, the Pledgee and the Lenders may assign or otherwise transfer their respective rights and obligations under this Agreement and any other Loan Document to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Pledgee and the Lenders herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to the Pledgee or any such Lender shall mean the assignee of the Pledgee or such Lender. None of the rights or obligations of any of the Pledgors hereunder may be assigned or otherwise transferred without the prior written consent of the Pledgee, and any such assignment or transfer shall be null and void.

(f) Upon the payment in full of the Secured Obligations (other than unasserted indemnification obligations) after the termination of all funding commitments (if any) under the Loan Documents, (i) this Agreement and the security interests and Liens created hereby shall terminate and all rights to the Pledged Collateral shall revert to the Pledgors and (ii) the Pledgee will, upon the Pledgors' request and at the Pledgors' expense, (A) return to the Pledgors such of the Pledged Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to the Pledgors, without recourse, representation or warranty, such documents as the Pledgors shall reasonably request to evidence such termination.

(g) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

(h) All of the Secured Obligations of the Pledgors hereunder are joint and several. The Pledgee may, in its sole and absolute discretion, enforce the provisions hereof against any of the Pledgors and shall not be required to proceed against all Pledgors jointly or seek payment from the Pledgors ratably. In addition, the Pledgee may, in its sole and absolute discretion, select the Pledged Collateral of any one or more of the Pledgors for sale or application to the Secured Obligations, without regard to the ownership of such Pledged Collateral, and shall not be required to make such selection ratably from the Pledged Collateral owned by all of the Pledgors. The release or discharge of any Pledgor by the Pledgee shall not release or discharge any other Pledgor from the obligations of such Person hereunder. Each Pledgor hereby waives any right of subrogation or interest in the Secured Obligations or the Pledged Collateral until all Secured Obligations have been paid in full in cash, all funding commitments (if any) under the Loan Documents have been terminated, and the Pledgee has no further obligations whatsoever under the Credit Agreement and the other Loan Documents.

(i) This Agreement embodies the entire agreement and understanding between each Pledgor and Pledgee with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between each Pledgor and Pledgee relating to the subject matter hereof.

(j) Notwithstanding any other provision of this Agreement, no breach or default shall arise under this Agreement or any other Loan Document as a result of the execution of or the existence of any Lien created (or purported to be created) under the UK Security Documents or this Agreement and the terms of the UK Security Documents, this Agreement and the other Loan Documents shall be construed accordingly so that there shall be no such breach or default. Provided that a UK Pledgor is in compliance with the terms of the UK Security Documents (including, without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this Agreement at Companies House in the UK (if applicable)) then to the extent that the terms of this Agreement impose the same or substantially the same obligation in respect of the same assets, that UK Pledgor will be deemed to have complied with the relevant obligations herein by virtue of its compliance under the relevant UK Security Documents.

Section 18. Amendment and Restatement; No Novation.

(a) This Agreement amends and restates the Prior Pledge Agreement in its entirety and shall not be deemed to constitute a novation of the Prior Pledge Agreement or any of the obligations of the Pledgors thereunder.

(b) The security interests, liens and pledges granted to Pledgee in the Prior Pledge Agreement are intended to be, and are, continued under this Agreement as the security interests, liens and pledges granted to Pledgee as security for the Obligations and shall not be eliminated or otherwise adversely affected by the execution and delivery of this Agreement.

***[Rest of Page Intentionally Left Blank; Signature Page Follows]***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered by their officer thereunto duly authorized, as of the date first above written.

**CPS PERFORMANCE MATERIALS  
CORP.**

By:   
Name: Robert Nobile  
Title: Chief Financial Officer

**CYALUME TECHNOLOGIES  
HOLDINGS, INC.**

By:   
Name: Robert Nobile  
Title: Chief Financial Officer

**CT SAS HOLDINGS, INC.**

By:   
Name: Robert Nobile  
Title: Chief Financial Officer

**CYALUME TECHNOLOGIES, INC.**

By:   
Name: Robert Nobile  
Title: Chief Financial Officer

**CYALUME SPECIALTY PRODUCTS,  
INC.**

By:   
Name: Robert Nobile  
Title: Chief Financial Officer

**FAR RESEARCH, INC.**

By:   
Name: Robert Nobile  
Title: Chief Financial Officer



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered by their officer thereunto duly authorized, as of the date first above written.

**CPS PERFORMANCE MATERIALS  
INTERMEDIATE CORP.**

By: 

Name: Robert Nobile

Title: Chief Financial Officer

**OCULUS PARENT, INC.**

By: 

Name: Robert Nobile

Title: Chief Financial Officer

**GEO SPECIALTY CHEMICALS, INC.**

By: 

Name: Robert Nobile

Title: Chief Financial Officer

**GEO SPECIALTY CHEMICALS  
HARRISON, LLC**

By: 

Name: Robert Nobile

Title: Chief Financial Officer

**GEO SPECIALTY CHEMICALS  
LIMITED**


By: 

Name: Robert Nobile


Title: Chief Financial Officer

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

**CPS PERFORMANCE MATERIALS U.S.  
ACQUISITION CORP.**

By:   
Name: Robert Nobile  
Title: Chief Financial Officer

**9430-1579 QUÉBEC INC.**

By:   
Name: Robert Nobile  
Title: Chief Financial Officer

**CPS PERFORMANCE MATERIALS TOPCO  
LLC**

By:   
Name: Robert Nobile  
Title: Chief Financial Officer

**CPS PERFORMANCE MATERIALS  
HOLDINGS CORP.**

By:   
Name: Robert Nobile  
Title: Chief Financial Officer

**GEO SPECIALTY CHEMICALS UK  
LIMITED**


By:   
Name: Robert Nobile  
Title: Director

*Each of the undersigned hereby confirms that, immediately after the funding of the Loans on the Second Restatement Effective Date and the consummation of the Rutgers Acquisition, it hereby assumes all of the rights and obligations of a Grantor under this Agreement and hereby is joined to this Agreement as a Grantor.*

**HANDY CHEMICALS (U.S.A.) LTD.**

By:   
Name: Anthony Lippl  
Title: Chief Executive Officer

**RUETGERS POLYMERS LTD.**

By:   
Name: Anthony Lippl  
Title: Chief Executive Officer

**PLEDGEE:**

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Administrative Agent and Pledgee

By:

Name: Drew Guyette

Title: Chief Credit Officer

## **PLEDGE ACKNOWLEDGMENT AND CONTROL AGREEMENT**

The undersigned each hereby (a) acknowledge receipt of a copy of the foregoing Pledge Agreement and agree to the provisions thereof, and (b) waive any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Interests or any other Pledged Collateral (as such terms are defined therein) in the name of the Pledgee or its nominee or the exercise of voting rights or other consensual by the Pledgee.

The undersigned each hereby represent and warrant to the Pledgee that (i) as of the date hereof, Pledgors are the record beneficial owners of the Pledged Interests issued by the undersigned, as set forth in Schedule I of the Pledge Agreement, and the Pledged Interests represent all of the equity interests of the Pledgors in the undersigned; (ii) it has no knowledge of any pledge of, or any grant of security interest in, or any adverse claims to, the Pledged Interests issued by the undersigned (other than in favor of Pledgee); (iii) the execution, delivery, and performance by the parties to the Pledge Agreement in accordance with its terms will not violate the Organization Documents of the undersigned or any other agreements, instruments, or documents restricting the transfer or encumbrance of the Pledged Interests or the other Pledged Collateral to which the undersigned is a party; and (iv) the undersigned has noted on its books and records the transfer of the security interest in, and lien on, the equity interests of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED PLEDGE AGREEMENT DATED AS OF DECEMBER 31, 2020 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED), CPS PERFORMANCE MATERIALS INTERMEDIATE CORP. HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS, AND IN ITS CAPACITY AS PLEDGEE, TO VOTE THE INTERESTS REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT.

The undersigned each hereby agree that it will not recognize, acknowledge, or permit the pledge, transfer, grant of Control (such term is used herein as defined in the Code), or other disposition of the Pledged Interests issued by the undersigned (or any portion thereof) other than to, or as requested by, the Pledgee. If any Pledgor transfers any Pledged Interests issued by the undersigned to any Person in contravention of the terms of the Pledge Agreement, such transfer shall be void as against the undersigned and the undersigned shall not record such transfer on its books and records or treat such Person as the owner of such Pledged Interests for any purpose whatsoever. During the existence of an Event of Default, the undersigned shall promptly comply with the instructions of Pledgee with respect to the Pledged Interests issued by the undersigned without the further consent or action of any Pledgor, including, without limitation, instructions as to the transfer or other disposition of the Pledged Interests, to pay and remit to Pledgee or its nominee all dividends, distributions and other amounts payable to any Pledgor in respect of the Pledged Interests (upon redemption of the Pledged Interests, dissolution of the undersigned, or otherwise), and to transfer to, and register the Pledged Interests in the name of, Pledgee or its nominee or transferee. The undersigned each hereby acknowledge and agree that upon the delivery of any certificates representing the Pledged Interests issued by the

undersigned endorsed to Pledgee or in blank, or, to the extent the Pledged Interests are not represented by certificates, upon the execution and delivery of this Pledge Acknowledgement and Control Agreement by the parties hereto, Pledgee shall have Control over the Pledged Interests.

None of the terms or provisions of this Pledge Acknowledgement and Control Agreement may be waived, altered, modified, or amended except in writing duly signed by each of the undersigned and Pledgee.

Dated: December 31, 2020

**CYALUME TECHNOLOGIES HOLDINGS, INC.**

By 

Name Robert Nobile

Title Chief Financial Officer

**OCULUS PARENT INC.**

By 

Name Robert Nobile

Title Chief Financial Officer

## **PLEDGE ACKNOWLEDGMENT AND CONTROL AGREEMENT**

The undersigned each hereby (a) acknowledge receipt of a copy of the foregoing Pledge Agreement and agree to the provisions thereof, and (b) waive any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Interests or any other Pledged Collateral (as such terms are defined therein) in the name of the Pledgee or its nominee or the exercise of voting rights or other consensual by the Pledgee.

The undersigned each hereby represent and warrant to the Pledgee that (i) as of the date hereof, Pledgors are the record beneficial owners of the Pledged Interests issued by the undersigned, as set forth in Schedule I of the Pledge Agreement, and the Pledged Interests represent all of the equity interests of the Pledgors in the undersigned; (ii) it has no knowledge of any pledge of, or any grant of security interest in, or any adverse claims to, the Pledged Interests issued by the undersigned (other than in favor of Pledgee); (iii) the execution, delivery, and performance by the parties to the Pledge Agreement in accordance with its terms will not violate the Organization Documents of the undersigned or any other agreements, instruments, or documents restricting the transfer or encumbrance of the Pledged Interests or the other Pledged Collateral to which the undersigned is a party; and (iv) the undersigned has noted on its books and records the transfer of the security interest in, and lien on, the equity interests of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED PLEDGE AGREEMENT DATED AS OF DECEMBER 31, 2020 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED), CYALUME TECHNOLOGIES HOLDINGS, INC. HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS, AND IN ITS CAPACITY AS PLEDGEE, TO VOTE THE INTERESTS REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT.

The undersigned each hereby agree that it will not recognize, acknowledge, or permit the pledge, transfer, grant of Control (such term is used herein as defined in the Code), or other disposition of the Pledged Interests issued by the undersigned (or any portion thereof) other than to, or as requested by, the Pledgee. If any Pledgor transfers any Pledged Interests issued by the undersigned to any Person in contravention of the terms of the Pledge Agreement, such transfer shall be void as against the undersigned and the undersigned shall not record such transfer on its books and records or treat such Person as the owner of such Pledged Interests for any purpose whatsoever. During the existence of an Event of Default, the undersigned shall promptly comply with the instructions of Pledgee with respect to the Pledged Interests issued by the undersigned without the further consent or action of any Pledgor, including, without limitation, instructions as to the transfer or other disposition of the Pledged Interests, to pay and remit to Pledgee or its nominee all dividends, distributions and other amounts payable to any Pledgor in respect of the Pledged Interests (upon redemption of the Pledged Interests, dissolution of the undersigned, or otherwise), and to transfer to, and register the Pledged Interests in the name of, Pledgee or its nominee or transferee. The undersigned each hereby acknowledge and agree that upon the delivery of any certificates representing the Pledged Interests issued by the



undersigned endorsed to Pledgee or in blank, or, to the extent the Pledged Interests are not represented by certificates, upon the execution and delivery of this Pledge Acknowledgement and Control Agreement by the parties hereto, Pledgee shall have Control over the Pledged Interests.

None of the terms or provisions of this Pledge Acknowledgement and Control Agreement may be waived, altered, modified, or amended except in writing duly signed by each of the undersigned and Pledgee.

Dated: December 31, 2020

**CT SAS HOLDINGS, INC.**

By 

Name Robert Nobile

Title Chief Financial Officer

**CYALUME TECHNOLOGIES, INC.**

By 

Name Robert Nobile

Title Chief Financial Officer

**CYALUME SPECIALTY PRODUCTS, INC.**

By 

Name Robert Nobile

Title Chief Financial Officer

**FAR RESEARCH, INC.**

By 

Name Robert Nobile

Title Chief Financial Officer

## **PLEDGE ACKNOWLEDGMENT AND CONTROL AGREEMENT**

The undersigned each hereby (a) acknowledge receipt of a copy of the foregoing Pledge Agreement and agree to the provisions thereof, and (b) waive any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Interests or any other Pledged Collateral (as such terms are defined therein) in the name of the Pledgee or its nominee or the exercise of voting rights or other consensual by the Pledgee.

The undersigned each hereby represent and warrant to the Pledgee that (i) as of the date hereof, Pledgors are the record beneficial owners of the Pledged Interests issued by the undersigned, as set forth in Schedule I of the Pledge Agreement, and the Pledged Interests represent all of the equity interests of the Pledgors in the undersigned; (ii) it has no knowledge of any pledge of, or any grant of security interest in, or any adverse claims to, the Pledged Interests issued by the undersigned (other than in favor of Pledgee); (iii) the execution, delivery, and performance by the parties to the Pledge Agreement in accordance with its terms will not violate the Organization Documents of the undersigned or any other agreements, instruments, or documents restricting the transfer or encumbrance of the Pledged Interests or the other Pledged Collateral to which the undersigned is a party; and (iv) the undersigned has noted on its books and records the transfer of the security interest in, and lien on, the equity interests of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED PLEDGE AGREEMENT DATED AS OF DECEMBER 31, 2020 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED), CT SAS HOLDINGS, INC. HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS, AND IN ITS CAPACITY AS PLEDGEE, TO VOTE THE INTERESTS REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT.

The undersigned each hereby agree that it will not recognize, acknowledge, or permit the pledge, transfer, grant of Control (such term is used herein as defined in the Code), or other disposition of the Pledged Interests issued by the undersigned (or any portion thereof) other than to, or as requested by, the Pledgee. If any Pledgor transfers any Pledged Interests issued by the undersigned to any Person in contravention of the terms of the Pledge Agreement, such transfer shall be void as against the undersigned and the undersigned shall not record such transfer on its books and records or treat such Person as the owner of such Pledged Interests for any purpose whatsoever. During the existence of an Event of Default, the undersigned shall promptly comply with the instructions of Pledgee with respect to the Pledged Interests issued by the undersigned without the further consent or action of any Pledgor, including, without limitation, instructions as to the transfer or other disposition of the Pledged Interests, to pay and remit to Pledgee or its nominee all dividends, distributions and other amounts payable to any Pledgor in respect of the Pledged Interests (upon redemption of the Pledged Interests, dissolution of the undersigned, or otherwise), and to transfer to, and register the Pledged Interests in the name of, Pledgee or its nominee or transferee. The undersigned each hereby acknowledge and agree that upon the delivery of any certificates representing the Pledged Interests issued by the

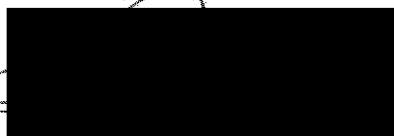
undersigned endorsed to Pledgee or in blank, or, to the extent the Pledged Interests are not represented by certificates, upon the execution and delivery of this Pledge Acknowledgement and Control Agreement by the parties hereto, Pledgee shall have Control over the Pledged Interests.

None of the terms or provisions of this Pledge Acknowledgement and Control Agreement may be waived, altered, modified, or amended except in writing duly signed by each of the undersigned and Pledgee.

Dated: December 31, 2020

**CYALUME TECHNOLOGIES, SAS**

By \_\_\_\_\_  
Name Nathalie Rizzo  
Title President

A large black rectangular redaction box covering the signature area of the document.

## **PLEDGE ACKNOWLEDGMENT AND CONTROL AGREEMENT**

The undersigned each hereby (a) acknowledge receipt of a copy of the foregoing Pledge Agreement and agree to the provisions thereof, and (b) waive any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Interests or any other Pledged Collateral (as such terms are defined therein) in the name of the Pledgee or its nominee or the exercise of voting rights or other consensual by the Pledgee.

The undersigned each hereby represent and warrant to the Pledgee that (i) as of the date hereof, Pledgors are the record beneficial owners of the Pledged Interests issued by the undersigned, as set forth in Schedule I of the Pledge Agreement, and the Pledged Interests represent all of the equity interests of the Pledgors in the undersigned; (ii) it has no knowledge of any pledge of, or any grant of security interest in, or any adverse claims to, the Pledged Interests issued by the undersigned (other than in favor of Pledgee); (iii) the execution, delivery, and performance by the parties to the Pledge Agreement in accordance with its terms will not violate the Organization Documents of the undersigned or any other agreements, instruments, or documents restricting the transfer or encumbrance of the Pledged Interests or the other Pledged Collateral to which the undersigned is a party; and (iv) the undersigned has noted on its books and records the transfer of the security interest in, and lien on, the equity interests of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED PLEDGE AGREEMENT DATED AS OF DECEMBER 31, 2020 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED), OCULUS PARENT INC. HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS, AND IN ITS CAPACITY AS PLEDGEE, TO VOTE THE INTERESTS REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT.

The undersigned each hereby agree that it will not recognize, acknowledge, or permit the pledge, transfer, grant of Control (such term is used herein as defined in the Code), or other disposition of the Pledged Interests issued by the undersigned (or any portion thereof) other than to, or as requested by, the Pledgee. If any Pledgor transfers any Pledged Interests issued by the undersigned to any Person in contravention of the terms of the Pledge Agreement, such transfer shall be void as against the undersigned and the undersigned shall not record such transfer on its books and records or treat such Person as the owner of such Pledged Interests for any purpose whatsoever. During the existence of an Event of Default, the undersigned shall promptly comply with the instructions of Pledgee with respect to the Pledged Interests issued by the undersigned without the further consent or action of any Pledgor, including, without limitation, instructions as to the transfer or other disposition of the Pledged Interests, to pay and remit to Pledgee or its nominee all dividends, distributions and other amounts payable to any Pledgor in respect of the Pledged Interests (upon redemption of the Pledged Interests, dissolution of the undersigned, or otherwise), and to transfer to, and register the Pledged Interests in the name of, Pledgee or its nominee or transferee. The undersigned each hereby acknowledge and agree that upon the delivery of any certificates representing the Pledged Interests issued by the

undersigned endorsed to Pledgee or in blank, or, to the extent the Pledged Interests are not represented by certificates, upon the execution and delivery of this Pledge Acknowledgement and Control Agreement by the parties hereto, Pledgee shall have Control over the Pledged Interests.

None of the terms or provisions of this Pledge Acknowledgement and Control Agreement may be waived, altered, modified, or amended except in writing duly signed by each of the undersigned and Pledgee.

Dated: December 31, 2020

**GEO SPECIALTY CHEMICAL, INC.**

By 

Name Robert Nobile

Title Chief Financial Officer



## **PLEDGE ACKNOWLEDGMENT AND CONTROL AGREEMENT**

The undersigned each hereby (a) acknowledge receipt of a copy of the foregoing Pledge Agreement and agree to the provisions thereof, and (b) waive any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Interests or any other Pledged Collateral (as such terms are defined therein) in the name of the Pledgee or its nominee or the exercise of voting rights or other consensual by the Pledgee.

The undersigned each hereby represent and warrant to the Pledgee that (i) as of the date hereof, Pledgors are the record beneficial owners of the Pledged Interests issued by the undersigned, as set forth in Schedule I of the Pledge Agreement, and the Pledged Interests represent all of the equity interests of the Pledgors in the undersigned; (ii) it has no knowledge of any pledge of, or any grant of security interest in, or any adverse claims to, the Pledged Interests issued by the undersigned (other than in favor of Pledgee); (iii) the execution, delivery, and performance by the parties to the Pledge Agreement in accordance with its terms will not violate the Organization Documents of the undersigned or any other agreements, instruments, or documents restricting the transfer or encumbrance of the Pledged Interests or the other Pledged Collateral to which the undersigned is a party; and (iv) the undersigned has noted on its books and records the transfer of the security interest in, and lien on, the equity interests of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED PLEDGE AGREEMENT DATED AS OF DECEMBER 31, 2020 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED), GEO SPECIALTY CHEMICALS, INC. HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS, AND IN ITS CAPACITY AS PLEDGEE, TO VOTE THE INTERESTS REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT.

The undersigned each hereby agree that it will not recognize, acknowledge, or permit the pledge, transfer, grant of Control (such term is used herein as defined in the Code), or other disposition of the Pledged Interests issued by the undersigned (or any portion thereof) other than to, or as requested by, the Pledgee. If any Pledgor transfers any Pledged Interests issued by the undersigned to any Person in contravention of the terms of the Pledge Agreement, such transfer shall be void as against the undersigned and the undersigned shall not record such transfer on its books and records or treat such Person as the owner of such Pledged Interests for any purpose whatsoever. During the existence of an Event of Default, the undersigned shall promptly comply with the instructions of Pledgee with respect to the Pledged Interests issued by the undersigned without the further consent or action of any Pledgor, including, without limitation, instructions as to the transfer or other disposition of the Pledged Interests, to pay and remit to Pledgee or its nominee all dividends, distributions and other amounts payable to any Pledgor in respect of the Pledged Interests (upon redemption of the Pledged Interests, dissolution of the undersigned, or otherwise), and to transfer to, and register the Pledged Interests in the name of, Pledgee or its nominee or transferee. The undersigned each hereby acknowledge and agree that upon the delivery of any certificates representing the Pledged Interests issued by the

undersigned endorsed to Pledgee or in blank, or, to the extent the Pledged Interests are not represented by certificates, upon the execution and delivery of this Pledge Acknowledgement and Control Agreement by the parties hereto, Pledgee shall have Control over the Pledged Interests.

None of the terms or provisions of this Pledge Acknowledgement and Control Agreement may be waived, altered, modified, or amended except in writing duly signed by each of the undersigned and Pledgee.

Dated: December 31, 2020

**GEO SPECIALTY CHEMICALS HARRISON,  
LLC**

By 

Name Robert Nobile  
Title Chief Financial Officer

**GEO SPECIALTY CHEMICALS LIMITED**

By 

Name Robert Nobile  
Title Chief Financial Officer

**GEO SPECIALTY CHEMICALS UK LIMITED**

By 

Name Robert Nobile  
Title Director

## **PLEDGE ACKNOWLEDGMENT AND CONTROL AGREEMENT**

The undersigned each hereby (a) acknowledge receipt of a copy of the foregoing Pledge Agreement and agree to the provisions thereof, and (b) waive any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Interests or any other Pledged Collateral (as such terms are defined therein) in the name of the Pledgee or its nominee or the exercise of voting rights or other consensual by the Pledgee.

The undersigned each hereby represent and warrant to the Pledgee that (i) as of the date hereof, Pledgors are the record beneficial owners of the Pledged Interests issued by the undersigned, as set forth in Schedule I of the Pledge Agreement, and the Pledged Interests represent all of the equity interests of the Pledgors in the undersigned; (ii) it has no knowledge of any pledge of, or any grant of security interest in, or any adverse claims to, the Pledged Interests issued by the undersigned (other than in favor of Pledgee); (iii) the execution, delivery, and performance by the parties to the Pledge Agreement in accordance with its terms will not violate the Organization Documents of the undersigned or any other agreements, instruments, or documents restricting the transfer or encumbrance of the Pledged Interests or the other Pledged Collateral to which the undersigned is a party; and (iv) the undersigned has noted on its books and records the transfer of the security interest in, and lien on, the equity interests of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED PLEDGE AGREEMENT DATED AS OF DECEMBER 31, 2020 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED), CPS PERFORMANCE MATERIALS CORP. HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS, AND IN ITS CAPACITY AS PLEDGEE, TO VOTE THE INTERESTS REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT.

The undersigned each hereby agree that it will not recognize, acknowledge, or permit the pledge, transfer, grant of Control (such term is used herein as defined in the Code), or other disposition of the Pledged Interests issued by the undersigned (or any portion thereof) other than to, or as requested by, the Pledgee. If any Pledgor transfers any Pledged Interests issued by the undersigned to any Person in contravention of the terms of the Pledge Agreement, such transfer shall be void as against the undersigned and the undersigned shall not record such transfer on its books and records or treat such Person as the owner of such Pledged Interests for any purpose whatsoever. During the existence of an Event of Default, the undersigned shall promptly comply with the instructions of Pledgee with respect to the Pledged Interests issued by the undersigned without the further consent or action of any Pledgor, including, without limitation, instructions as to the transfer or other disposition of the Pledged Interests, to pay and remit to Pledgee or its nominee all dividends, distributions and other amounts payable to any Pledgor in respect of the Pledged Interests (upon redemption of the Pledged Interests, dissolution of the undersigned, or otherwise), and to transfer to, and register the Pledged Interests in the name of, Pledgee or its nominee or transferee. The undersigned each hereby acknowledge and agree that upon the delivery of any certificates representing the Pledged Interests issued by the

undersigned endorsed to Pledgee or in blank, or, to the extent the Pledged Interests are not represented by certificates, upon the execution and delivery of this Pledge Acknowledgement and Control Agreement by the parties hereto, Pledgee shall have Control over the Pledged Interests.

None of the terms or provisions of this Pledge Acknowledgement and Control Agreement may be waived, altered, modified, or amended except in writing duly signed by each of the undersigned and Pledgee.

Dated: December 31, 2020

**CPS PERFORMANCE MATERIALS  
INTERMEDIATE CORP.**

By 

Name: Robert Nobile

Title: Chief Financial Officer

## **PLEDGE ACKNOWLEDGMENT AND CONTROL AGREEMENT**

The undersigned each hereby (a) acknowledge receipt of a copy of the foregoing Pledge Agreement and agree to the provisions thereof, and (b) waive any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Interests or any other Pledged Collateral (as such terms are defined therein) in the name of the Pledgee or its nominee or the exercise of voting rights or other consensual by the Pledgee.

The undersigned each hereby represent and warrant to the Pledgee that (i) as of the date hereof, Pledgors are the record beneficial owners of the Pledged Interests issued by the undersigned, as set forth in Schedule I of the Pledge Agreement, and the Pledged Interests represent all of the equity interests of the Pledgors in the undersigned; (ii) it has no knowledge of any pledge of, or any grant of security interest in, or any adverse claims to, the Pledged Interests issued by the undersigned (other than in favor of Pledgee); (iii) the execution, delivery, and performance by the parties to the Pledge Agreement in accordance with its terms will not violate the Organization Documents of the undersigned or any other agreements, instruments, or documents restricting the transfer or encumbrance of the Pledged Interests or the other Pledged Collateral to which the undersigned is a party; and (iv) the undersigned has noted on its books and records the transfer of the security interest in, and lien on, the equity interests of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED PLEDGE AGREEMENT DATED AS OF DECEMBER 31, 2020 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED), CPS PERFORMANCE MATERIALS TOPCO LLC HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS, AND IN ITS CAPACITY AS PLEDGEE, TO VOTE THE INTERESTS REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT.

The undersigned each hereby agree that it will not recognize, acknowledge, or permit the pledge, transfer, grant of Control (such term is used herein as defined in the Code), or other disposition of the Pledged Interests issued by the undersigned (or any portion thereof) other than to, or as requested by, the Pledgee. If any Pledgor transfers any Pledged Interests issued by the undersigned to any Person in contravention of the terms of the Pledge Agreement, such transfer shall be void as against the undersigned and the undersigned shall not record such transfer on its books and records or treat such Person as the owner of such Pledged Interests for any purpose whatsoever. During the existence of an Event of Default, the undersigned shall promptly comply with the instructions of Pledgee with respect to the Pledged Interests issued by the undersigned without the further consent or action of any Pledgor, including, without limitation, instructions as to the transfer or other disposition of the Pledged Interests, to pay and remit to Pledgee or its nominee all dividends, distributions and other amounts payable to any Pledgor in respect of the Pledged Interests (upon redemption of the Pledged Interests, dissolution of the undersigned, or otherwise), and to transfer to, and register the Pledged Interests in the name of, Pledgee or its nominee or transferee. The undersigned each hereby acknowledge and agree that upon the delivery of any certificates representing the Pledged Interests issued by the

undersigned endorsed to Pledgee or in blank, or, to the extent the Pledged Interests are not represented by certificates, upon the execution and delivery of this Pledge Acknowledgement and Control Agreement by the parties hereto, Pledgee shall have Control over the Pledged Interests.



None of the terms or provisions of this Pledge Acknowledgement and Control Agreement may be waived, altered, modified, or amended except in writing duly signed by each of the undersigned and Pledgee.

Dated: December 31, 2020

**CPS PERFORMANCE MATERIALS HOLDINGS  
CORP.**

By 

Name Robert Nobile  
Title Chief Financial Officer

**CPS PERFORMANCE MATERIALS U.S.  
ACQUISITION CORP.**

By 

Name Robert Nobile  
Title Chief Financial Officer

**9430-1579 QUÉBEC INC.**

By 

Name Robert Nobile  
Title Chief Financial Officer

## **PLEDGE ACKNOWLEDGMENT AND CONTROL AGREEMENT**

The undersigned each hereby (a) acknowledge receipt of a copy of the foregoing Pledge Agreement and agree to the provisions thereof, and (b) waive any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Interests or any other Pledged Collateral (as such terms are defined therein) in the name of the Pledgee or its nominee or the exercise of voting rights or other consensual by the Pledgee.

The undersigned each hereby represent and warrant to the Pledgee that (i) as of the date hereof, Pledgors are the record beneficial owners of the Pledged Interests issued by the undersigned, as set forth in Schedule I of the Pledge Agreement, and the Pledged Interests represent all of the equity interests of the Pledgors in the undersigned; (ii) it has no knowledge of any pledge of, or any grant of security interest in, or any adverse claims to, the Pledged Interests issued by the undersigned (other than in favor of Pledgee); (iii) the execution, delivery, and performance by the parties to the Pledge Agreement in accordance with its terms will not violate the Organization Documents of the undersigned or any other agreements, instruments, or documents restricting the transfer or encumbrance of the Pledged Interests or the other Pledged Collateral to which the undersigned is a party; and (iv) the undersigned has noted on its books and records the transfer of the security interest in, and lien on, the equity interests of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED PLEDGE AGREEMENT DATED AS OF DECEMBER 31, 2020 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED), CPS PERFORMANCE MATERIALS U.S. ACQUISITION CORP. HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS, AND IN ITS CAPACITY AS PLEDGEE, TO VOTE THE INTERESTS REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT.

The undersigned each hereby agree that it will not recognize, acknowledge, or permit the pledge, transfer, grant of Control (such term is used herein as defined in the Code), or other disposition of the Pledged Interests issued by the undersigned (or any portion thereof) other than to, or as requested by, the Pledgee. If any Pledgor transfers any Pledged Interests issued by the undersigned to any Person in contravention of the terms of the Pledge Agreement, such transfer shall be void as against the undersigned and the undersigned shall not record such transfer on its books and records or treat such Person as the owner of such Pledged Interests for any purpose whatsoever. During the existence of an Event of Default, the undersigned shall promptly comply with the instructions of Pledgee with respect to the Pledged Interests issued by the undersigned without the further consent or action of any Pledgor, including, without limitation, instructions as to the transfer or other disposition of the Pledged Interests, to pay and remit to Pledgee or its nominee all dividends, distributions and other amounts payable to any Pledgor in respect of the Pledged Interests (upon redemption of the Pledged Interests, dissolution of the undersigned, or otherwise), and to transfer to, and register the Pledged Interests in the name of, Pledgee or its nominee or transferee. The undersigned each hereby acknowledge and agree that upon the delivery of any certificates representing the Pledged Interests issued by the

undersigned endorsed to Pledgee or in blank, or, to the extent the Pledged Interests are not represented by certificates, upon the execution and delivery of this Pledge Acknowledgement and Control Agreement by the parties hereto, Pledgee shall have Control over the Pledged Interests.

None of the terms or provisions of this Pledge Acknowledgement and Control Agreement may be waived, altered, modified, or amended except in writing duly signed by each of the undersigned and Pledgee.

Dated: December 31, 2020

**HANDY CHEMICALS (U.S.A.) LTD.**

By   
Name Anthony Lippl  
Title Chief Executive Officer

## **PLEDGE ACKNOWLEDGMENT AND CONTROL AGREEMENT**

The undersigned each hereby (a) acknowledge receipt of a copy of the foregoing Pledge Agreement and agree to the provisions thereof, and (b) waive any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Interests or any other Pledged Collateral (as such terms are defined therein) in the name of the Pledgee or its nominee or the exercise of voting rights or other consensual by the Pledgee.

The undersigned each hereby represent and warrant to the Pledgee that (i) as of the date hereof, Pledgors are the record beneficial owners of the Pledged Interests issued by the undersigned, as set forth in Schedule I of the Pledge Agreement, and the Pledged Interests represent all of the equity interests of the Pledgors in the undersigned; (ii) it has no knowledge of any pledge of, or any grant of security interest in, or any adverse claims to, the Pledged Interests issued by the undersigned (other than in favor of Pledgee); (iii) the execution, delivery, and performance by the parties to the Pledge Agreement in accordance with its terms will not violate the Organization Documents of the undersigned or any other agreements, instruments, or documents restricting the transfer or encumbrance of the Pledged Interests or the other Pledged Collateral to which the undersigned is a party; and (iv) the undersigned has noted on its books and records the transfer of the security interest in, and lien on, the equity interests of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN SECOND AMENDED AND RESTATED PLEDGE AGREEMENT DATED AS OF DECEMBER 31, 2020 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED), 9430-1579 QUÉBEC INC. HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT FOR THE LENDERS, AND IN ITS CAPACITY AS PLEDGEE, TO VOTE THE INTERESTS REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT.

The undersigned each hereby agree that it will not recognize, acknowledge, or permit the pledge, transfer, grant of Control (such term is used herein as defined in the Code), or other disposition of the Pledged Interests issued by the undersigned (or any portion thereof) other than to, or as requested by, the Pledgee. If any Pledgor transfers any Pledged Interests issued by the undersigned to any Person in contravention of the terms of the Pledge Agreement, such transfer shall be void as against the undersigned and the undersigned shall not record such transfer on its books and records or treat such Person as the owner of such Pledged Interests for any purpose whatsoever. During the existence of an Event of Default, the undersigned shall promptly comply with the instructions of Pledgee with respect to the Pledged Interests issued by the undersigned without the further consent or action of any Pledgor, including, without limitation, instructions as to the transfer or other disposition of the Pledged Interests, to pay and remit to Pledgee or its nominee all dividends, distributions and other amounts payable to any Pledgor in respect of the Pledged Interests (upon redemption of the Pledged Interests, dissolution of the undersigned, or otherwise), and to transfer to, and register the Pledged Interests in the name of, Pledgee or its nominee or transferee. The undersigned each hereby acknowledge and agree that upon the delivery of any certificates representing the Pledged Interests issued by the

undersigned endorsed to Pledgee or in blank, or, to the extent the Pledged Interests are not represented by certificates, upon the execution and delivery of this Pledge Acknowledgement and Control Agreement by the parties hereto, Pledgee shall have Control over the Pledged Interests.

None of the terms or provisions of this Pledge Acknowledgement and Control Agreement may be waived, altered, modified, or amended except in writing duly signed by each of the undersigned and Pledgee.

Dated: December 31, 2020

**RUETGERS POLYMERS LTD.**

By   
Name Anthony Lippl  
Title Chief Executive Officer

**SCHEDULE I**  
**TO**  
**PLEDGE AGREEMENT**

**Pledged Debt**

1. Amended and Restated Term Loan Note, dated January 10, 2019, from GEO Specialty Chemicals UK Limited to GEO Specialty Chemicals, Inc. in the original principal amount of €17,142,615.00.
2. Amended and Restated Revolving Loan Note, dated January 10, 2019, from GEO Specialty Chemicals UK Limited to GEO Specialty Chemicals, Inc. in the original principal amount of €10,000,000.00.



**SCHEDULE II**

**TO**

**PLEDGE AGREEMENT**

**Pledged Interests**

<b><u>Pledgor</u></b>	<b><u>Name of Issuer</u></b>	<b><u>Number of Shares or Units</u></b>	<b><u>Class</u></b>	<b><u>Certificate Number</u></b>	<b><u>Percentage of Class Interests</u></b>
CPS Performance Materials Corp.	CPS Performance Materials Intermediate Corp.	1,000	Common Stock	1	100%
CPS Performance Materials Intermediate Corp.	Cyalume Technologies Holdings, Inc.	1,000	Common Stock	3	100%
Cyalume Technologies Holdings, Inc.	CT SAS Holdings, Inc.	100	Common Stock	1	100%
Cyalume Technologies Holdings, Inc.	Cyalume Technologies, Inc.	1,155.5331	Common Stock	CA-51	100%
Cyalume Technologies Holdings, Inc.	Cyalume Specialty Products, Inc.	100	Common Stock	1	100%
Cyalume Technologies Holdings, Inc.	FAR Research, Inc.	12,500	Common Stock	4	100%
CPS Performance Materials Intermediate, Corp.	Oculus Parent, Inc.	1,000	Common Stock	2	100%
Oculus Parent, Inc.	GEO Specialty Chemicals, Inc.	1,000	Common Stock	A-1	100%
GEO Specialty Chemicals, Inc.	GEO Specialty Chemicals Limited	Sole Membership Interest	Ordinary interests	N/A	100%
GEO Specialty Chemicals, Inc.	GEO Specialty Chemicals Harrison, LLC	100	Ordinary units	N/A	100%
GEO Specialty Chemicals, Inc.	GEO Specialty Chemicals UK Limited	7,282,129	Ordinary shares	2, 4	100%

<b><u>Pledgor</u></b>	<b><u>Name of Issuer</u></b>	<b><u>Number of Shares or Units</u></b>	<b><u>Class</u></b>	<b><u>Certificate Number</u></b>	<b><u>Percentage of Class Interests</u></b>
CT SAS Holdings, Inc.	Cyalume Technologies SAS	65% pledge only	N/A	N/A	65%
CPS PERFORMANCE MATERIALS TOPCO LLC	CPS Performance Materials Holdings Corp.	1	Common Stock	C-2	100%
CPS PERFORMANCE MATERIALS TOPCO LLC	CPS Performance Materials Holdings Corp.	74.97314475	Preferred Stock	P-2	100%
CPS Performance Materials Holdings Corp. (as successor to CPS Performance Materials Holdings, LLC)	CPS Performance Materials Corp.	10	Common Stock	1	100%
CPS Performance Materials Holdings Corp.	CPS Performance Materials Corp.	2,886.2	Common Stock	N/A	100%
CPS PERFORMANCE MATERIALS TOPCO LLC	CPS Performance Materials U.S. Acquisition Corp.	100	Common Stock	1	100%
CPS Performance Materials U.S. Acquisition Corp.	Handy Chemicals (U.S.A.) LTD.	100	Common Stock	2	100%
CPS PERFORMANCE MATERIALS TOPCO LLC	9430-1579 Québec inc.	100	Class A Shares	A-1	100%
9430-1579 Québec inc.	RUETGERS POLYMERS LTD.	100	Class A Shares	A-2	100%

**ANNEX I**  
**TO**  
**PLEDGE AGREEMENT**  
**PLEDGE AMENDMENT**

This Pledge Amendment, dated \_\_\_\_\_, \_\_\_\_ is delivered pursuant to Section 4 of the Pledge Agreement referred to below. 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 in Section 5 of the Pledge Agreement are, and continue to be, true and correct both as to the equity interests, indebtedness and other Pledged Collateral pledged prior to this Pledge Amendment, and as to the equity interests, indebtedness and other Pledged Collateral pledged pursuant to this Pledge Amendment. The undersigned further agrees that this Pledge Amendment may be attached to that certain Second Amended and Restated Pledge Agreement, dated as of December 31, 2020, among the undersigned, as a Pledgor, the other parties party thereto from time to time as Pledgors, and Twin Brook Capital Partners, LLC, in its capacity as Administrative Agent under the Credit Agreement (in such capacity, the “Pledgee”) (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Pledge Agreement”), and that the equity interests, indebtedness, and other properties of the undersigned listed on this Pledge Amendment shall be and become a part of the Pledged Interests and the Pledged Debt, as applicable, and the Pledged Collateral referred to in the Pledge Agreement, and shall secure all Secured Obligations referred to, and in accordance with, the Pledge Agreement. Schedule I and Schedule II of the Pledge Agreement, as applicable, are, and shall be deemed, amended to include the equity interests, indebtedness, and other properties set forth on this Pledge Amendment. The undersigned acknowledges that any equity interests, indebtedness, or other properties owned by the undersigned not included in the Pledged Collateral at the discretion of Pledgee may not otherwise be pledged by the undersigned to any other Person or otherwise used as security for any obligations other than the Secured Obligations.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<u>Pledged Debt</u>			
<u>Pledgor</u>	<u>Name of Payee</u>	<u>Description</u>	<u>Principal Amount Outstanding as of</u>

<u>Pledged Interests</u>						
<u>Pledgor</u>	<u>Name of Issuer</u>	<u>Number of Shares or Units</u>	<u>Date Issued</u>	<u>Class</u>	<u>Certificate Number</u>	<u>Percentage of Class Interests</u>

**ANNEX II**  
**TO**  
**PLEDGE AGREEMENT**  
**STOCK POWER**

## **STOCK POWER**

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_ a  
\_\_\_\_\_ (“Pledgor”), does hereby sell, assign and transfer to  
\_\_\_\_\_ \* all of its Equity Interests (as hereinafter defined)  
represented by Certificate No(s). \_\_\_\_\_ \* in \_\_\_\_\_, a  
\_\_\_\_\_ (“Issuer”) standing in the name of Pledgor on the books of said  
Issuer. Pledgor does hereby irrevocably constitute and appoint \_\_\_\_\_\*, as  
attorney, to transfer the Equity Interests in said Issuer with full power of substitution in the  
premises. The term “Equity Interest” means any security, share, unit, partnership interest,  
membership interest, ownership interest, equity interest, option, warrant, participation, “equity  
security” (as such term is defined in Rule 3(a)11-1 of the General Rules and Regulations of the  
Securities Exchange Act of 1934, as amended, or any similar statute then in effect, promulgated  
by the Securities and Exchange Commission and any successor thereto), or analogous interest  
(regardless of how designated) of or in a corporation, partnership, limited partnership, limited  
liability company, business trust, or other entity, of whatever nature, type, series or class,  
whether voting or nonvoting, certificated or uncertificated, common or preferred, and all rights  
and privileges incident thereto.

Dated: \_\_\_\_\_ \*

### **PLEDGOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**\*To Remain Blank**

**ANNEX III**  
**TO**  
**PLEDGE AGREEMENT**  
**IRREVOCABLE PROXY**

## **IRREVOCABLE PROXY**

### **(Interests of [Issuer])**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes Twin Brook Capital Partners, LLC, in its capacity as Administrative Agent (the "Proxy Holder") for the Lenders under the Second Amended and Restated Credit Agreement, dated as of December 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Company (as defined below), the Proxy Holder, the Lenders and the other parties thereto, the attorney and proxy of the undersigned with full power of substitution and resubstitution, to the full extent of the undersigned's rights with respect to all of the Pledged Collateral (as defined in the Pledge Agreement, defined below) which constitute the [shares] or other equity interests (the "Interests") of \_\_\_\_\_ (the "Company"). Upon the execution hereof, all prior proxies given by the undersigned with respect to any of the Interests are hereby revoked, and no subsequent proxies will be given with respect to any of the Interests.

This proxy is irrevocable, is coupled with an interest, and is granted pursuant to that certain Second Amended and Restated Pledge Agreement, dated as of December 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"), for the benefit of the Proxy Holder in consideration of the credit extended pursuant to the Credit Agreement. Capitalized terms used herein but not otherwise defined in this Irrevocable Proxy have the meanings ascribed to such terms in the Pledge Agreement.

The Proxy Holder named above will be empowered and may exercise this Irrevocable Proxy to vote the Interests at any and all times after the occurrence and during the continuation of an Event of Default, including, but not limited to, at any meeting of the [members] of the Company, however called, and at any adjournment thereof, or in any written action by consent of the [members] of the Company. This Irrevocable Proxy shall remain in effect with respect to the Interests as long as any of the Secured Obligations remain outstanding (other than contingent indemnity obligations that are not yet due and payable) and until all of the commitments relating thereto have terminated, and will continue to be effective or automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by Proxy Holder as a preference, fraudulent conveyance, or otherwise under any bankruptcy, insolvency, or similar law, all as though such payment had not been made (provided, that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Proxy Holder in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations), notwithstanding any time limitations set forth in the [operating agreement] and other Organization Documents of the Company or the [Limited Liability Company Act] of the State of \_\_\_\_\_.



Any obligation of the undersigned hereunder shall be binding upon the heirs, successors, and assigns of the undersigned (including, without limitation, any transferee of any of the Interests).

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, the undersigned has executed this Irrevocable Proxy  
as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

**ANNEX IV**  
**TO**  
**PLEDGE AGREEMENT**  
**REGISTRATION PAGE**

**[Issuer]**

**[Membership Interest] Ledger as of \_\_\_\_\_, \***

NAME	CERTIFICATE NO.	NUMBER OF INTERESTS

Acknowledged By:

**[Issuer]**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

**\*To Remain Blank - Not Completed at Closing**