



Registration of a Charge

Company name: **Jupiter Midco 2 Limited**

Company number: **10238800**



X5LCBYNL

Received for Electronic Filing: **07/12/2016**

Details of Charge

Date of creation: **02/12/2016**

Charge code: **1023 8800 0002**

Persons entitled: **SILICON VALLEY BANK, IN ITS CAPACITY AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

Brief description: **N/A.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

SHILPA RAJAGOPAL



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10238800

Charge code: 1023 8800 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2016 and created by Jupiter Midco 2 Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th December 2016 .

Given at Companies House, Cardiff on 8th December 2016

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**



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 7 December 2016

SIGNED [Signature]
DLA PIPER UK LLP

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, this "*Agreement*"), dated as of December 2, 2016, is by and between JUPITER MIDCO 2 LIMITED, a company registered in England and Wales with a registration number of 10238800 (the "*Pledgor*"), and SILICON VALLEY BANK, in its capacity as security trustee (in such capacity, the "*Security Agent*"), for the Secured Parties (as defined below).

RECITALS:

A. Pursuant to that certain Senior Facilities Agreement dated September 9, 2016, and as amended and restated on September 26, 2016, by and among: (1) Jupiter Midco 1 Limited, a company registered in England and Wales with a registration number of 10296200 (the "*Parent*"); (2) the Pledgor, as an original guarantor; (3) Qualitest Ltd., a company incorporated under the laws of Israel with registered number 512694613; (4) Jupiter Holdco Limited, a company registered in England and Wales with a registration number 10238811 ("*Holdco*"); (5) Jupiter Bidco Limited, a company registered in Israel and with a registration number of 515473171, as the company and as an original borrower (the "*Original Borrower*," and together with any Additional Borrower from time to time party thereto, collectively, the "*Borrowers*"), and as an original guarantor (together with the Parent, the Pledgor and Holdco, the "*Original Guarantors*," and together with any Additional Guarantor from time to time party thereto, collectively, the "*Guarantors*," and together with the Borrowers, collectively, the "*Obligors*"); (6) Investec Bank plc and Silicon Valley Bank, as mandated lead arrangers; (7) the financial institutions listed in part II of schedule I thereto as lenders (the "*Original Lenders*"), (8) the financial institutions listed in Part III of Schedule 1 thereto as hedge counterparties; (9) Silicon Valley Bank, as agent; and (10) the Security Agent (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time the "*Facilities Agreement*"), pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers.

B. The Pledgor legally and beneficially owns ten percent (10%) of the issued and outstanding Capital Stock of Electronic Nation, LLC, a Connecticut limited liability company (the "*Issuer*"), as described on Exhibit A attached hereto.

C. To induce the Security Agent and the Secured Parties to enter into and make the Loans under the Facilities Agreement or provide other extensions of credit and in order to secure the payment and performance by the Obligors of the Secured Obligations, the Pledgor desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Facilities Agreement.

"*Agent*" is defined in the Recitals.

"*Agreement*" is defined in the introductory Preamble.

"Applicable Law" means any applicable Federal, state, foreign or local law, ordinance, order, regulation, decree, rule or requirement of any governmental agency, instrumentality, board, commission, bureau or other authority having jurisdiction.

"Borrowers" is defined in the Recitals.

"Capital Stock" shall mean, with respect to Pledgor, shares of capital stock, partnership interests, membership interests in limited liability companies, beneficial interests in a trust or other equity ownership interests in a Person of whatever nature owned by Pledgor, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing and any other warrant, right or option to acquire any of the foregoing but excluding any debt securities convertible into such Capital Stock.

"Facilities Agreement" is defined in the Recitals.

"Guarantors" is defined in the Recitals.

"Governmental Authority(ies)" means any international, Federal, state, interstate, provincial, local, foreign court or governmental agency, authority, instrumentality, agency, bureau, board, commission, department or regulatory body.

"Holdco" is defined in the Recitals.

"Indemnified Liabilities" is defined in Section 9(c).

"Indemnified Person" is defined in Section 9(c).

"Issuer" is defined in the Recitals.

"Lien" means any "Security" or "Quasi-Security" as defined in the Facilities Agreement.

"Obligors" is defined in the Recitals.

"Original Borrower" is defined in the Recitals.

"Original Guarantors" is defined in the Recitals.

"Original Lenders" is defined in the Recitals.

"Parent" is defined in the Recitals.

"Person" means any natural person, corporation, business trust, limited liability company, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.

"Pledged Collateral" is defined in Section 2.

"Pledged Shares" is defined in Section 2.

"Pledgor" is defined in the introductory Preamble.

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement.

"Secured Obligations" has the meaning given to that term in the Intercreditor Agreement.

"Securities Act" means the United States Securities Act of 1933, as amended.

"Security Agent" is defined in the introductory Preamble.

"Special Damages" is defined in Section 20.

Terms defined in the UCC, which are not otherwise defined in this Agreement or in the Facilities Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

If there is any conflict or inconsistency between any provision of this Agreement and the Facilities Agreement, the provision of the Facilities Agreement shall prevail.

Section 2. Pledge. The Pledgor hereby pledges, assigns, hypothecates, delivers and grants to the Security Agent, for the benefit of the Secured Parties, a Lien on, and security interest in all of its right, title and interest in and to, (a) all of the Capital Stock of the Issuer now owned or hereafter acquired by the Pledgor (collectively, the "Pledged Shares"); and (b) all certificates or other instruments representing any of the foregoing, all dividends, interest distributions, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing (the "Pledged Collateral"), as collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of all the Secured Obligations.

Except as otherwise expressly provided herein, and except to the extent previously so delivered, all of the certificates(if any) representing the Pledged Shares listed on Exhibit A as of the date hereof shall be delivered to the Security Agent concurrently with the execution of this Agreement together with undated stock powers substantially in the form of Exhibit B hereto duly executed in blank by the Pledgor. The Pledgor shall notify the Security Agent upon its acquisition of any Capital Stock not listed on Exhibit A. The Security Agent shall maintain possession and custody of the certificates representing the Pledged Shares and any additional Pledged Collateral.

Section 3. Representations and Warranties of the Pledgor. The Pledgor represents and warrants to the Security Agent and to each of the other Secured Parties, and covenants with the Security Agent, that:

(a) as of the date hereof the Pledgor is the record and beneficial owner of, and has legal title to, the Pledged Shares listed on Exhibit A. Such shares are free and clear of all Liens and security interests whatsoever, except the Liens and security interests created by this Agreement or permitted under the Facilities Agreement;

(b) the Pledgor has full power, authority and legal right to execute the pledge

provided for herein and to pledge its Pledged Shares and any other Pledged Collateral to the Security Agent, for the benefit of the Security Agent and the Secured Parties;

(c) this Agreement has been duly authorized, executed and delivered by the Pledgor and constitutes a legal, valid and binding obligation of the Pledgor enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, moratorium, reorganization and other similar laws affecting the enforcement of creditors' rights generally;

(d) there are no outstanding options, warrants or other agreements with respect to the Pledged Shares;

(e) the Pledged Shares have been, and all additional Pledged Collateral constituting Capital Stock will be, duly and validly authorized and issued, and the Pledged Shares of the Issuer listed on Exhibit A constitute all of the issued and outstanding Capital Stock of the Issuer;

(f) no material consent, approval or authorization of or designation or filing with any Governmental Authority on the part of the Pledgor is required for the grant of the security interest pursuant to this Pledge Agreement, except (i) such as have been obtained, taken, given or made and are in full force and effect (except to the extent not required to be obtained, taken, given or made or in full force and effect pursuant to the Finance Documents) and (ii) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or to make would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(g) the execution, delivery and performance of this Agreement by the Pledgor will not (1) violate any provision of (i) any Applicable Law or regulation or of any order, judgment, writ, award or decree of any court, arbitrator or Governmental Authority, domestic or foreign except to the extent that failure to comply therewith would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, or (ii) the certificate of incorporation or other constitutive documents or by-laws of the Pledgor; and

(h) upon delivery to the Security Agent in the State of New York of all of the certificates representing the Pledged Shares together with stock powers duly executed in blank, the Security Agent will have a valid lien on and a perfected security interest in the Pledged Shares represented by such certificates in favor of the Security Agent, for the benefit of the Secured Parties, subject to no prior Lien or security interest other than to the extent permitted under the Facilities Agreement

Section 4. Dividends, Distributions, etc. If, while this Agreement is in effect, the Pledgor shall become entitled to receive or shall receive any equity certificate (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital, or issued in connection with any reorganization, merger or consolidation), or any options or rights, in each case issued by the Issuer, whether as an addition to, in substitution for, or in exchange for any of the Pledged Shares, or otherwise, the

Pledgor agrees to (i) accept the same as the Security Agent's agent, (ii) hold the same in trust for the Security Agent, and (iii) except as otherwise provided herein, to deliver the same promptly to the Security Agent in the exact form received, with the endorsement of the Pledgor when necessary and/or appropriate undated stock powers duly executed in blank, to be held by the Security Agent, subject to the terms hereof, as additional Pledged Collateral. In case any distribution of capital shall be made on or in respect of the Pledged Shares or any property shall be distributed upon or with respect to the Pledged Shares pursuant to a liquidation, or dissolution or reorganization of the Issuer, the property so distributed shall be delivered promptly to the Security Agent, except as otherwise provided herein, to be held by it as additional Pledged Collateral (or if no Declared Default then exists, returned to the Borrowers). Except as provided in subsection 5(a)(ii) below, all sums of money and property so paid or distributed in respect of the Pledged Shares which are received by the Pledgor shall, until paid or delivered to the Security Agent, be held by the Pledgor in trust as additional Pledged Collateral.

Section 5. Administration of Security. The following provisions shall govern the administration of the Pledged Shares:

(a) So long as no Declared Default has occurred and is continuing, the Pledgor shall be entitled (subject to the other provisions hereof, including, without limitation, Section 8 below):

(i) to vote or consent with respect to the Pledged Shares in any manner not inconsistent with this Agreement, the Facilities Agreement and the other Finance Documents referred to therein; and

(ii) to receive cash dividends or other distributions made in respect of the Pledged Shares, to the extent permitted to be paid pursuant to the Facilities Agreement.

The Pledgor hereby grants to the Security Agent or its nominee, on behalf of the Security Agent, an irrevocable proxy to exercise all voting and corporate rights relating to the Pledged Shares in any instance, including, without limitation, to approve any merger involving any Subsidiary as a constituent corporation, which proxy shall only be exercisable if a Declared Default has occurred and is continuing. After a Declared Default has occurred and is continuing, and upon the request of the Security Agent, the Pledgor agrees to deliver to the Security Agent such further evidence of such irrevocable proxy or such further irrevocable proxies to vote the Pledged Shares as the Security Agent may request.

(b) The Pledged Shares and any other Pledged Collateral shall be delivered to the Pledgor upon full payment in cash of all of the Secured Obligations (other than contingent obligations), and the Lien and security interest hereby granted shall be terminated pursuant to Section 14 hereof.

Section 6. Rights of Security Agent. The Security Agent shall not be liable for failure to collect or realize upon the Secured Obligations or any collateral security or guaranty therefor, or any part thereof, or for any delay in so doing, nor shall the Security Agent be under any obligation to take any action whatsoever with regard thereto. Any or all of the Pledged Shares

held by the Security Agent hereunder may, if a Declared Default has occurred and is continuing and notice of Security Agent's election to exercise such rights is received by Pledgor, be registered in the name of the Security Agent or its nominee and the Security Agent or its nominee may thereafter, if a Declared Default has occurred and is continuing and notice of Security Agent's election to exercise such rights is received by Pledgor, (i) exercise all voting and corporate rights at any meeting with respect to the Issuer and (ii) exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Shares as if it were the absolute owner thereof, including, without limitation, the right to vote in favor of, and to exchange at its discretion any and all of the Pledged Shares upon, the merger, consolidation, reorganization, recapitalization or other readjustment with respect to the Issuer or upon the exercise by the Pledgor or the Security Agent of any right, privilege or option pertaining to any of the Pledged Shares, and in connection therewith, to deposit and deliver any and all of the Pledged Shares with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Security Agent may determine, all without liability except to account for property actually received by the Security Agent, but the Security Agent shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

Section 7. Remedies. Upon the occurrence and during the continuance of a Declared Default, the Security Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Pledged Collateral, or any part thereof, and/or may forthwith sell, assign, give an option or options to purchase, contract to sell or otherwise dispose of (including the disposition by merger) and deliver said Pledged Collateral, or any part thereof, in one or more portions at public or private sale or sales or transactions, at any exchange, broker's board or at any of the Security Agent's offices or elsewhere upon such terms and conditions as the Security Agent may deem advisable and at such prices as it may determine, for any combination of cash and/or securities or other property or on credit or for future delivery without assumption of any credit risk, with the right of the Security Agent or any Lender upon any such sale or sales, public or private, to purchase the whole or any part of said Pledged Collateral so sold, free of any right or equity of redemption in the Pledgor, which right or equity is hereby expressly waived or released. The Security Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization, sale or disposition, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the safekeeping of any and all of the Pledged Collateral or in any way relating to the rights of the Security Agent hereunder, including reasonable attorneys' fees and legal expenses, to the payment, in whole or in part, of the Secured Obligations in accordance with the Facilities Agreement and the Intercreditor Agreement. Only after so paying over such net proceeds and after the payment by the Security Agent of any other amount required by any provision of applicable law need the Security Agent account for the surplus, if any, to the Pledgor. The Pledgor shall remain liable for any deficiency remaining unpaid after such application pursuant to the Facilities Agreement and the Intercreditor Agreement. The Security Agent need not give more than 10 days' written notice of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place and that such notice is reasonable notification of such matters. No notification need be given to the Pledgor if the Pledgor has signed after the occurrence of a Declared Default a statement renouncing or modifying any right to notification of sale or other intended disposition. In addition to the rights

and remedies granted to the Security Agent in this Agreement and in any other instrument or agreement securing, evidencing or relating to any of the Secured Obligations, the Security Agent shall have all the rights and remedies of a secured party under the UCC and under any other applicable law.

Section 8. No Disposition, etc. Without the prior written consent of the Security Agent, the Pledgor will not assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Shares or any other Pledged Collateral except as expressly permitted under the Facilities Agreement and will not create, incur or permit to exist any Lien or security interest with respect to any of the Pledged Shares or any other Pledged Collateral, except for the Lien and security interest provided for by this Agreement or as permitted under the Facilities Agreement. Except as permitted by the Facilities Agreement, the Pledgor will not vote to enable or permit, the Issuer to (a) issue any stock or other securities of any nature in addition to or in exchange or substitution for the Pledged Shares or (b) dissolve, liquidate, retire any of its Capital Stock, reduce its capital or merge or consolidate with any other Person.

Section 9. Sale of Pledged Shares.

(a) The Pledgor recognizes that, upon the occurrence and during the continuance of a Declared Default, the Security Agent may be unable to effect a public sale or disposition (including, without limitation, any disposition in connection with a merger of the Issuer) of any or all the Pledged Collateral by reason of certain prohibitions contained in the Securities Act, and applicable law, but may be compelled to resort and agrees that the Security Agent may resort to one or more private sales or dispositions thereof to a restricted group of purchasers who will be obliged 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. The Pledgor acknowledges and agrees that any such private sale or disposition may result in prices and other terms (including the terms of any securities or other property received in connection therewith) less favorable to the seller than if such sale or disposition were a public sale or disposition and, notwithstanding such circumstances, agrees that any such private sale or disposition shall be deemed to be reasonable and effected in a commercially reasonable manner. The Security Agent shall be under no obligation to delay a sale or disposition of any of the Pledged Collateral in order to permit the Pledgor to register such securities for public sale under the Securities Act, or under applicable law, even if the Pledgor or the Issuer would agree to do so.

(b) The Pledgor shall do or cause to be done all such other acts and things as may be necessary to make such sale or sales or dispositions of any portion or all of the Pledged Collateral valid and binding and in compliance with any and all applicable laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental instrumentalities, domestic or foreign, having jurisdiction over any such sale or sales or dispositions, all at the Pledgor's expense. In no event shall the Pledgor or Issuer be required to facilitate any registration under the Securities Act.

(c) In addition to other indemnification obligations under the Finance Documents, the Pledgor shall indemnify and hold harmless the Security Agent and Secured Parties, and each of their officers, directors, employees, agents and attorneys, and any Person in control of any thereof (each an "Indemnified Person"), from and against any loss, liability, claim, damage and expense, including, without limitation, reasonable counsel fees (collectively called the

"*Indemnified Liabilities*"), under federal and state securities laws or otherwise insofar as such loss, liability, claim, damage or expense:

(i) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact made by the Pledgor and contained in any writing prepared by the Pledgor in connection with the offer, sale or resale of all or any portion of the Pledged Collateral unless such untrue statement of material fact was provided by the Indemnified Person specifically for inclusion therein; or

(ii) arises out of or is based upon any omission or alleged omission to state therein a material fact required to be stated or necessary to make the statements therein not misleading;

such indemnification to remain operative regardless of any investigation made by or on behalf of the Indemnified Person or any successor thereof, or any Person in control of any thereof. If and to the extent that the foregoing undertakings in this Section 9(c) may be unenforceable for any reason, the Pledgor agrees to make maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The obligations of the Pledgor under this Section 9(c) shall survive any termination of this Agreement.

(d) The Pledgor further agrees to waive any and all rights of subrogation it may have against an Obligor upon the sale or sales or dispositions of any portion or all of the Pledged Collateral until all of the Secured Obligations (other than surviving contingent obligations) have been paid in full.

Section 10. Further Assurances. The Pledgor agrees that at any time and from time to time, upon the written request of the Security Agent, the Pledgor will execute and deliver all stock powers, financing statements and such further documents and do such further acts and things as the Security Agent may reasonably request consistent with the provisions hereof in order to effect the purposes of this Agreement.

Section 11. Severability. 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, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 12. No Waiver; Cumulative Remedies. The Security Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its remedies on behalf of the Secured Parties hereunder, and no waiver by the Security Agent shall be valid unless in writing and signed by the Security Agent and then only to the extent therein set forth. A waiver by the Security Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Security Agent would otherwise have on any further occasion. No course of dealing between the Pledgor and the Security Agent and no failure to exercise, nor any delay in exercising on the part of the Security Agent of any right, power or privilege hereunder or under the Finance Documents shall impair such right or remedy or operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised

singly or concurrently, and are not exclusive of any rights or remedies provided by applicable law.

Section 13. Successors. This Agreement and all obligations of the Pledgor hereunder shall be binding upon its successors and assigns, and shall, together with the rights and remedies of Security Agent hereunder, inure to the benefit of the Security Agent on behalf of the Secured Parties and its successors and assigns, except that the Pledgor shall not have any right to assign its obligations under this Agreement or any interest herein without the prior written consent of the Security Agent.

Section 14. Termination.

(a) This Agreement and the Liens and security interests granted hereunder shall terminate automatically upon the earlier of (i) the payment in full in cash of all of the Secured Obligations (other than contingent indemnification obligations), and (ii) the sale, assignment, conveyance or other disposition of the Pledged Shares, or the release of Pledgor's guarantee of the Secured Obligations, in each case in accordance with the Finance Documents, and promptly thereafter, the Security Agent shall surrender the certificates evidencing the Pledged Shares to the Pledgor and execute and deliver to the Pledgor such releases or other documents as the Pledgor shall reasonably request to evidence such termination.

(b) The security interest granted hereunder in any Pledged Collateral shall be automatically released (i) in accordance with Section 29.7 of the Facilities Agreement and (ii) in accordance with the provisions of the Intercreditor Agreement.

Section 15. Possession of Pledged Collateral. Beyond the exercise of reasonable care to assure the safe custody of the Pledged Collateral in the physical possession of the Security Agent pursuant hereto, neither the Security Agent nor any nominee of the Security Agent shall have any duty or liability to collect any sums due in respect thereof or to protect, preserve or exercise any rights pertaining thereto, and shall be relieved of all responsibility for the Pledged Collateral upon surrendering them to the Pledgor.

Section 16. Survival of Representations. All representations and warranties of the Pledgor contained in this Agreement shall survive the execution and delivery of this Agreement.

Section 17. Intentionally Omitted.

Section 18. Security Agent Appointed Attorney-In-Fact. In addition to any other appointments under the Finance Documents, the Pledgor hereby irrevocably appoints the Security Agent as the Pledgor's attorney-in-fact, effective upon the occurrence and during the continuance of a Declared Default, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time in the Security Agent's discretion, to take any action and to execute any instrument necessary to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Pledgor representing any dividend, interest payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same, when and to the extent permitted by this Agreement. The appointment effected under this Section 18 shall take effect immediately on the date of this Agreement, but the powers conferred shall only become exercisable upon the occurrence and during the continuance of a Declared Default.

Section 19. Notices. Each of the Pledgor and the Security Agent acknowledges that Clause 35 (*Notices*) of the Facilities Agreement applies to this Agreement.

Section 20. Consent to Jurisdiction and Service of Process. WITH RESPECT TO ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PLEDGOR SHALL AND HEREBY DOES SUBMIT TO THE NON EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN NEW YORK COUNTY, IN THE STATE OF NEW YORK (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM). THE PLEDGOR HEREBY WAIVES AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (A) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT THIS AGREEMENT OR ANY OF THE OTHER FINANCE DOCUMENTS MAY NOT BE ENFORCED IN OR BY THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION, (B) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR (C) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. IN THE EVENT ANY SUCH ACTION, SUIT, PROCEEDING OR LITIGATION IS COMMENCED, THE PLEDGOR AGREES THAT SERVICE OF PROCESS MAY BE MADE, AND PERSONAL JURISDICTION OVER THE PLEDGOR OBTAINED, BY SERVICE OF A COPY OF THE SUMMONS, COMPLAINT AND OTHER PLEADINGS REQUIRED TO COMMENCE SUCH LITIGATION UPON THE PLEDGOR AT THE ADDRESS OF THE PLEDGOR AND TO THE ATTENTION OF SUCH PERSON AS SET FORTH IN SECTION 19.

No claim may be made by any party hereto against any party hereto, its affiliates and its directors, officers, employees, or attorneys for any special, indirect or consequential damages ("*Special Damages*") in respect of any breach or wrongful conduct (whether the claim therefor is based on contract, tort or duty imposed by law) in connection with, arising out of, or in any way related to the transactions contemplated or relationship established by this Agreement, or any act, omission or event occurring in connection herewith or therewith; and to the fullest extent permitted by law such party hereby waives, releases and agrees not to sue upon any such claim for Special Damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 21. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER FINANCE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 22. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF SAID STATE).

Section 24. Changes in Writing. This Agreement may be amended only as provided in Section 39 of the Facilities Agreement, and then only to the extent specifically set forth in such writing.

Section 25. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

Section 26. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Signatures delivered by electronic methods shall have the same effect as signatures delivered in person.

Section 27. Acknowledgement and Consent to Bail-In of EEA Financial Institutions.

(a) Defined Terms. For purposes of this Section 27, capitalized terms used herein and not otherwise defined shall have the following meanings:

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

(b) Acknowledgement and Consent. Notwithstanding anything to the contrary in any Finance Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Finance Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(i) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(ii) the effects of any Bail-in Action on any such liability, including, if applicable:

(A) a reduction in full or in part or cancellation of any such liability;

(B) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Finance Document; or

(C) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority

Section 28. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Pledgor for liquidation or reorganization, should the Pledgor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Pledgor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is pursuant to applicable law rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In

the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Signature page follows

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be duly executed and delivered as of the day and year first above written.

PLEDGOR:

JUPITER MIDCO 2 LIMITED

By: 

Name: E. D. WHITE

Title: Director

SECURITY AGENT:

SILICON VALLEY BANK

By:

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be duly executed and delivered as of the day and year first above written.

PLEDGOR:

JUPITER MIDCO 2 LIMITED

By: _____

Name: _____

Title: _____

SECURITY AGENT:

SILICON VALLEY BANK

By: _____

Name: EMMA S. CHONG

Title: Director

ACKNOWLEDGMENT

The undersigned hereby (a) acknowledges receipt of a copy of the foregoing Pledge Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"), and (b) waives any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Shares or any other Pledged Collateral (as such terms are defined therein) in the name of the Security Agent or its nominee or the exercise of voting rights by the Security Agent.

Dated: December 2, 2016

ELECTRONIC NATION, LLC

By: 

Name: Paras Kettler
Title: Manager and Officer

Exhibit A
to Pledge Agreement

Issuer	Class of Shares	Certificate No.	Number of Shares	% of Outstanding Class Shares
Electronic Nation, LLC	Common membership interests	N/a	10% of issued membership interests	10% of issued membership interests

Exhibit B
to Stock Pledge Agreement

STOCK POWER

FOR VALUE RECEIVED, the undersigned, JUPITER MIDCO 2 LIMITED, a company registered in England and Wales with a registration number of 10238800 ("Grantor"), does hereby sell, assign and transfer to _____ all of its Equity Interests (as hereinafter defined) represented by Certificate No(s). _____ in Electronic Nation, LLC, a Connecticut limited liability company ("Issuer"), standing in the name of Grantor on the books of said Issuer. Grantor 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: _____

GRANTOR:

JUPITER MIDCO 2 LIMITED

By: _____
Name: _____
Title: _____