



Registration of a Charge

Company Name: **GRAVITY GLOBAL LIMITED**

Company Number: **11740098**



Received for filing in Electronic Format on the: **07/11/2022**

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Details of Charge

Date of creation: **04/11/2022**

Charge code: **1174 0098 0004**

Persons entitled: **INVESTEC BANK PLC AS SECURITY AGENT**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11740098

Charge code: 1174 0098 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th November 2022 and created by GRAVITY GLOBAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2022 .

Given at Companies House, Cardiff on 10th November 2022

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



Companies House



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

This Pledge Agreement is subject to, and has the benefit of, an Intercreditor Deed dated September 7, 2021, among (i) the Parent, (ii) the Company, (iii) the Original Intra-Group Lenders (as defined therein), (iv) the Original Subordinated Creditors (as defined therein), (v) the Original Debtors (as defined therein), and (vi) the Security Agent, in its capacity as Agent, Original Lender, Arranger and Security Agent, as from time to time amended or supplemented in accordance with its terms..

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (as amended, novated, supplemented and/or restated from time to time, this “**Agreement**”), dated as of November 4, 2022 is by and between **GRAVITY GLOBAL LIMITED**, a private limited company organized under the laws of England and Wales (“**Pledgor**”), and **INVESTEC BANK PLC** (“**Security Agent**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Facilities Agreement (as defined below).

RECITALS:

A. Reference is made to that certain Facilities Agreement dated as of September 7, 2021 (as amended, supplemented, replaced, restated or otherwise modified from time to time, the “**Facilities Agreement**”) among (i) Newton Topco Limited (the “**Parent**”), (ii) Newton Bidco Limited (the “**Company**”), (iii) the subsidiaries of the Parent listed in Part 1 of Schedule 1, as the original borrowers, (iv) the subsidiaries of Parent listed in Part 1 of Schedule 1, as the original guarantors, (v) Investec Bank plc, as mandated lead arranger (“**Arranger**”), (vi) the financial institutions listed in Part 2 of Schedule 1 as lenders (“**Original Lenders**”), (vii) Investec Bank plc as agent of the other Finance Parties (“**Agent**”) and (viii) Security Agent.

B. Pledgor is entering into that certain Accession Deed dated as of the date hereof, among Grantor, Parent and Security Agent, pursuant to which Pledgor is becoming a party to the Facilities Agreement.

C. Pledgor is an Additional Guarantor under the Facilities Agreement and is directly obligated for the payment when due of all obligations under each Facility as evidenced in the Facilities Agreement and is directly obligated for the payment when due of all obligations of each Obligor under the Finance Documents.

D. The Finance Parties have agreed to extend credit and other financial accommodations to the Borrower (as defined in the Facilities Agreement) subject to the terms and conditions set forth in the Facilities Agreement, and Pledgor has derived or will derive substantial benefit from the extension of credit to the Borrower pursuant to the Facilities Agreement.

G. It is a condition subsequent to the obligations of the Finance Parties under the Facilities Agreement that Grantor enter into this Agreement in order to secure Liabilities (as such term is defined in the Intercreditor Deed), and all present and future liabilities and obligations at any time due, owing or incurred by Grantor to the Finance Parties (or any of them) under the Finance Documents, both actual and contingent, and whether incurred solely or jointly and as

principal or surety or in any other capacity, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction (collectively, the “**Secured Obligations**”), and Grantor desires to satisfy such condition subsequent.

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. (a) All capitalized terms used but not otherwise defined herein (including in the above recitals) shall have the meanings given to them in the Facility Agreement. In addition, all capitalized terms used herein that are defined in the UCC (as defined herein) and not defined in this Agreement shall have the meanings specified therein; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term shall have the meaning specified in Article 9 of the UCC.

(b) The following terms shall have the following meanings:

“**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.

“**Certificated Ownership Interest Documentation**” means, with respect to each Organization, any certificate (including any security certificate, stock certificate or unit certificate), instrument, note (including any promissory note, bond, debenture or other instrument), warrant, document, or other tangible record that represents or evidences any ownership interest (or that is convertible into any ownership interest) in or with respect to such Organization.

“**Equity Interest**” means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests or other equivalents (regardless of how described) of or in a corporation, partnership, limited liability company or equivalent entity, whether voting or non-voting, and all securities convertible or exchangeable into any of the foregoing and all warrants, options or other rights to purchase or subscribe for any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

“**Declared Default**” shall mean the occurrence of an Event of Default in respect of which Agent has exercised any of its rights under Clause 27.18 (*Acceleration*) of the Facilities Agreement.

“**Facilities Agreement**” is defined in the Recitals.

“**Finance Documents**” means “**Finance Document**” as defined in the Facilities Agreement, including this Agreement, any Transaction Security Document, and the UCC-1 Financing Statements filed in connection with this Agreement and all of the other certificates, documents, agreements or instruments now or hereafter executed and/or delivered in connection

with this Agreement (as each may be amended, modified, extended, consolidated and/or supplemented from time to time), and any document governing or evidencing the terms of the Secured Obligations and any other document designated as a Finance Document by the Security Agent, the Parent, or Pledgor.

“Finance Parties” has the meaning given to that term in the Facilities Agreement.

“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.

“Indemnified Liabilities” is defined in Section 9(c).

“Indemnified Person” is defined in Section 9(c).

“Intercreditor Deed” shall mean the Intercreditor Deed dated September 7, 2021, among (i) the Parent, (ii) the Company, (iii) the Original Intra-Group Lenders (as defined therein), (iv) the Original Subordinated Creditors (as defined therein), (v) the Original Debtors (as defined therein), and (vi) the Security Agent, in its capacity as Agent, Original Lender, Arranger and Security Agent, as from time to time amended or supplemented in accordance with its terms.

“Issuer” is defined in Section 2(a)(i)(A).

“Legal Reservations” has the meaning given to that term in the Facilities Agreement.

“Lien” means any “Security” or “Quasi-Security” as each such term is defined in the Facilities Agreement.

“Loan” has the meaning given to that term in the Facilities Agreement.

“Obligors” has the meaning given to that term in the Facilities Agreement.

“Organization” means any Person, other than a natural person.

“Organizational Documents” means any of the following: (i) as to any corporation, (A) the articles of incorporation or certificate of incorporation, or similar charter document, and all amendments and supplements thereto and restatements thereof, (B) the by-laws or similar documents and all amendments and supplements thereto and restatements thereof, and (C) any shareholders’ agreements, voting trust agreements, or similar documents and all amendments and supplements thereto and restatements thereof; (ii) as to any limited liability company, (A) the articles of organization or certificate of formation, or similar document, and all amendments and supplements thereto and restatements thereof, (B) the operating agreement, limited liability company agreement or similar document and all amendments and supplements thereto and restatements thereof, and (C) any other member agreements or voting trust agreements and all amendments and supplements thereto and restatements thereof; (iii) as to any limited partnership, (A) the certificate of limited partnership or similar document, and all amendments and supplements thereto and restatements thereof, and (B) the partnership agreement and any similar documents, and all amendments and supplements thereto and restatements thereof; (iv) as to any general partnership or joint venture, the partnership agreement or joint venture agreement and

any similar documents and all amendments and supplements thereto and restatements thereof; (v) as to any trust, the trust agreement, indenture or deed of trust and any similar documents, and all amendments and supplements thereto and restatements thereof; and (vi) as to any Organization not within the scope of any other clause of this definition of Organizational Documents, all agreements and other documents evidencing or otherwise relating to the incorporation, formation, organization, creation or governance of such Organization, and all amendments and supplements thereto and restatements thereof.

“Ownership Interest Documentation” means, as applicable to the ownership of any Organization, any Certificated Ownership Interest Documentation or Uncertificated Ownership Interest Documentation.

“Original Issuer” collectively means Gravity Global US Holdings, Inc.

“Permitted Security” has the meaning given to that term in the Facilities Agreement.

“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(a).

“Pledged Equity” is defined in Section 2(a)(i)(A).

“Pledgor” is defined in the introductory Preamble.

“Secured Obligations” is defined in the Recitals.

“Secured Parties” shall mean the Security Agent, any Receiver or Delegate and each of the Finance Parties from time to time, but in the case of each Finance Party, only if it is a party to the Intercreditor Deed or as acceded to the Intercreditor Deed in the appropriate capacity, pursuant to Clause 19.10 (*Creditor Accession Undertaking*) of the Intercreditor Deed.

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

“Security Agent” is defined in the introductory Preamble.

“Security Agreement” means that certain Security Agreement, dated as of the date hereof, executed by the Original Issuer in favor of Security Agent.

“Subsidiary” or **“Subsidiaries”** means an entity or entities controlled, directly or indirectly, by Pledgor or by a Subsidiary of Pledgor. **“Control”** for the purposes of this definition means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, if the perfection or the effect of perfection or non-perfection of the security interests granted to Security Agent pursuant to this Agreement is governed by the Uniform Commercial Code as in effect in a jurisdiction of the United States other than New

York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions of this Agreement and any financing statement relating to such perfection or effect of perfection or non-perfection. In the event that the UCC is amended after the date hereof, or if any section number of the UCC changes, any terms defined in the UCC and used in this Agreement shall be deemed to be the relevant term as defined in the UCC as so amended, references in this Agreement to the section of the UCC containing the definition of such term shall be deemed to be references to the new section of the UCC containing the amended definition, and references to other sections of the UCC shall be deemed to be references to the appropriate new section of the UCC.

“**Uncertificated Ownership Interest Documentation**” means, as to any Organization, any book entry or other intangible record in any medium that represents or evidences any Equity Interest (or that is convertible into any Equity Interest) with respect to such Organization.

(c) The definitions in clause (b) of this Section 1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. References to any party hereto shall be construed so as to include that party’s respective successors in title, permitted assigns and permitted transferees. References to provisions of the UCC identified are based on their section numbers in the Official Text of the Uniform Commercial Code (as promulgated by the American Law Institute and the National Conference of Commissioners on Uniform State Laws) and shall be deemed to be references to the corresponding provisions of the Uniform Commercial Code as currently in effect in New York. “**Including**” and “**in particular**” shall not be construed restrictively but shall mean respectively “including, without prejudice to the generality of the foregoing” and “in particular, but without prejudice to the generality of the foregoing”. Sections, paragraphs and Schedules shall be construed as references to Sections and paragraphs of, and Schedules to, this Agreement. Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.

Section 2. Pledge.

(a) As continuing security for the payment or performance, as the case may be, in full when due of the Secured Obligations, Pledgor hereby pledges to Security Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to Security Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of Pledgor’s right, title and interest in, to and under all of the following personal property, whether now owned by Pledgor or hereafter acquired and whether now existing or hereafter coming into existence (collectively, the “**Pledged Collateral**”):

(i) (A) shares, capital stock, membership interests, partnership interests or other equity interests (collectively, the “**Pledged Equity**”) in the Subsidiaries of Pledgor organized under the laws of the United States, or any state of the United States or the District of Columbia, including, without limitation, those corporations described on Exhibit A hereto (such Subsidiaries, the “**Issuer**”), or any warrants to purchase or depositary shares or other rights in respect of any such interests, and (B) all shares of stock, certificates, instruments or other documents evidencing or representing the same;

(ii) the Ownership Interest Documentation of each Issuer and all right, title and interest in and under the Organizational Documents of and relating to each Issuer;

(iii) present and future payments, proceeds, dividends, distributions, instruments, compensation, property, assets, interests and rights in connection with or related to the collateral listed in sub-clause (a)(i) above, and all monies due or to become due and payable to Pledgor in connection with or related to such collateral or otherwise paid, issued or distributed from time to time in respect of or in exchange therefor, and any Certificated Ownership Interest Documentation evidencing or representing the same (including, without limitation, all proceeds of dissolution or liquidation);

(iv) all proceeds of all of the foregoing, of every kind, and all proceeds of such proceeds; and

(v) all books and records of Pledgor in connection with any of the foregoing.

(b) Except as otherwise expressly provided herein, all of the Pledged Equity now owned by Pledgor that is presently represented by any Certificated Ownership Interest Documentation are listed on Exhibit A hereto, which Certificated Ownership Interest Documentation, with undated powers or other instruments of transfer or assignment substantially in the form of Exhibit B hereto duly executed in blank by Pledgor and irrevocable proxies, if any, shall be delivered to Security Agent concurrently with the execution of this Agreement. Pledgor shall notify Security Agent upon its acquisition of any Pledged Equity not listed on Exhibit A. Security Agent shall maintain possession and custody of the certificates evidencing Pledged Equity and any additional Pledged Collateral.

(c) Pledgor authorizes the Security Agent to file or cause to be filed financing statements for the Pledgor in such jurisdictions and offices as the Security Agent shall determine, encumbering and describing the Pledged Collateral and to file continuation statements and amendments, as the Security Agent deems appropriate.

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

(a) Pledgor is an organization, of the type, and is organized in the jurisdiction, set forth in Schedule 1 hereto; Pledgor's exact legal name is that set forth in Schedule 1 hereto and on the signature page hereof; Schedule 1 hereto sets forth Pledgor's jurisdiction of organization and Pledgor's place of business or (if it has more than one place of business) its chief executive office, as well as its mailing address if different, and jurisdiction of filing a UCC-1 financing statement if Pledgor's jurisdiction of organization is not a jurisdiction that has adopted the UCC or whose laws generally require that information concerning the existence of nonpossessory security interests be made generally available in a filing, recording or registration system as a condition or result of the security interest obtaining priority over the rights of a lien creditor with respect to the applicable collateral. Pledgor has no principle office in the United States.

(b) Pledgor is the record and beneficial owner of, and has legal title to, the Pledged Collateral, including the Pledged Equity listed on Exhibit A. The Pledged

Equity listed on Exhibit A constitutes all of the Equity Interest in the Original Issuer owned or held by Pledgor. Such Equity Interest is and will remain, and all Certificated Ownership Interest Documentation, if any, evidencing or representing ownership interest in the Equity Interest constituting Pledged Collateral will be, free and clear of all liens and security interests whatsoever, except the Liens and security interests created by this Agreement or Permitted Security;

(c) Pledgor has full power, authority and legal right to execute the pledge provided for herein and to pledge its Pledged Collateral and any additional Pledged Collateral to Security Agent, for the benefit of Security Agent and the other Secured Parties;

(d) this Agreement has been duly authorized, executed and delivered by Pledgor and constitutes a legal, valid and binding obligation of Pledgor enforceable in accordance with its terms, subject to Legal Reservations;

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

(f) the Pledged Equity has been, and all additional Pledged Collateral constituting Equity Interest will be, to Pledgor's knowledge, duly and validly authorized and issued, and are or will be, to Pledgor's knowledge, fully paid and non-assessable and the Pledged Equity of the Issuers listed on Exhibit A constitute the percentage of the issued and outstanding Equity Interest of such Issuers shown on Exhibit A;

(g) no consent, approval or authorization of or designation or filing with any Governmental Authority on the part of Pledgor is required in connection with the pledge and security interest granted under this Agreement, or the exercise by Security Agent of the voting and other rights provided for in this Agreement;

(h) the execution, delivery and performance of this Agreement by Pledgor will not violate any provision of any Applicable Law or regulation or of any order, judgment, writ, award or decree of any court, arbitrator or Governmental Authority, domestic or foreign, or of the Organizational Documents of Pledgor or of any securities issued by the Issuers of the Pledged Equity or of any mortgage, indenture, lease, contract, or other agreement, instrument or undertaking to which Pledgor is a party or which purports to be binding upon Pledgor or upon any of its assets, and will not result in the creation or imposition of any Lien, charge or encumbrance on or security interest in any of the assets of Pledgor except as contemplated by this Agreement; and

(i) the filing of a financing statement in the UCC records in the state where the Pledgor is organized or formed will create a valid lien under the UCC on and a perfected security interest under the UCC in the Pledged Equity in the Original Issuer and the proceeds thereof 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 or to any agreement purporting to grant to any third party a security interest in the property or assets of the Pledgor which would include the Pledged Equity. The Pledgor covenants and agrees that it will defend the Security Agent's right, title and

security interest in and to the Pledged Equity and the proceeds thereof against the claims and demands of all persons whomsoever;

(j) the terms of the Organizational Documents of the Original Issuer do not restrict or inhibit any transfer of the Pledge Equity or creation or enforcement of this Agreement;

(k) the terms of the Organizational Documents of the Original Issuer do not provide that interests in the Original Issuer are “securities” as defined in, and governed by, Articles 8 or 9 of the Uniform Commercial Code as in effect in the state wherein the Original Issuer is organized or formed, nor have the members of the Original Issuer or the Original Issuer otherwise made any election to treat the interests in the Original Issuer as “securities”; and

(l) ownership of the Pledged Equity in the Original Issuer or any portion thereof is not represented by any certificates, other documents of title, or the equivalent; such ownership is reflected only on the books and records of the Original Issuer, which books and records indicate that the Pledgor is the owner of the Pledge Equity in the Original Issuer.

Section 4. Dividends, Distributions, Additional Shares, etc. If, while this Agreement is in effect, Pledgor shall become entitled to receive or shall receive any Certificated Ownership Interest Documentation (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, or otherwise acquires or holds any additional Certificated Ownership Interest Documentation, in each case issued by an Issuer, whether as an addition to, in substitution for, or in exchange for any of the Pledged Equity, or otherwise, Pledgor agrees to accept the same as Security Agent’s agent and to hold the same in trust for Security Agent, and, except as otherwise provided herein, to deliver the same promptly to Security Agent in the exact form received, with the endorsement of Pledgor when necessary and/or appropriate undated powers or other instruments of transfer or assignment duly executed in blank, to be held by 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 Equity or any property shall be distributed upon or with respect to the Pledged Equity pursuant to the recapitalization or reclassification of the Equity Interest of the Issuer thereof or pursuant to the reorganization thereof, the property so distributed shall be delivered promptly to Security Agent, except as otherwise provided herein or in the Facilities Agreement, to be held by it as additional Pledged Collateral. Except as provided in subsection 5(a)(ii) below, all sums of money and property so paid or distributed in respect of the Pledged Equity which are received by Pledgor shall, until paid or delivered to Security Agent, be held by Pledgor in trust as additional Pledged Collateral.

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

(a) So long as no Declared Default has occurred, 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 Equity 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 Equity, to the extent permitted to be paid pursuant to the Facilities Agreement.

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

(b) Upon the occurrence of and during the continuation of a Declared Default, in the event that Pledgor, as record and beneficial owner of any of the Pledged Equity, shall have received or shall have become entitled to receive, any cash dividends or other distributions in the ordinary course, Pledgor shall deliver to Security Agent, and Security Agent shall be entitled to receive and retain, all such cash or other distributions as additional Pledged Collateral.

(c) Subject to any sale or other disposition by Security Agent of the Pledged Equity or other property in accordance with the terms of this Agreement, the Pledged Equity and any other Pledged Collateral shall be delivered to Pledgor upon indefeasible full payment in cash, satisfaction and termination of all of the Secured Obligations (other than surviving contingent obligations) and the termination of the Lien and security interest hereby granted pursuant to Section 14 hereof.

Section 6. Rights of Security Agent. 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 Security Agent be under any obligation to take any action whatsoever with regard thereto. Any or all of the Pledged Equity held by Security Agent hereunder may, if a Declared Default has occurred and is continuing, be registered in the name of Security Agent or its nominee and Security Agent or its nominee may thereafter, without notice to Pledgor, exercise all voting and corporate rights at any meeting with respect to the Issuers of the Pledged Equity and exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Equity 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 Equity upon, the merger, consolidation, reorganization, recapitalization or other readjustment with respect to the Issuers of the Pledged Equity or upon the exercise by Pledgor or Security Agent of any right, privilege or option pertaining to any of the Pledged Equity, and in connection therewith, to deposit and deliver any and all of the Pledged Equity with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as Security Agent may reasonably determine, all without liability except to account for property actually received by Security Agent, but 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 of and during the continuation of a Declared

Default, Security Agent, 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 Security Agent's offices or elsewhere and at such prices as the Security Agent 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 Security Agent or any Finance Party 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, to the extent permitted by applicable law, is hereby expressly waived or released. Security Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization, sale or disposition, after deducting all reasonable and documented 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 Security Agent hereunder, including reasonable and documented attorneys' fees and legal expenses, to the payment, in whole or in part, of the Secured Obligations in accordance with the Intercreditor Deed. Only after so paying over such net proceeds and after the payment by Security Agent of any other amount required by any provision of Applicable Law need Security Agent account for the surplus, if any, to Pledgor. The Obligors or any member of the Group shall remain liable for any deficiency remaining unpaid after such application pursuant to the Intercreditor Deed. 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 Pledgor if 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 Security Agent in this Agreement and in any other instrument or agreement securing, evidencing or relating to any of the Secured Obligations, 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 Security Agent (which consent shall not be unreasonably withheld, conditioned or delayed), Pledgor will not assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Equity 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 Equity, any other Pledged Collateral or any interest therein, or any proceeds thereof, 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, Pledgor will not vote to enable or permit any of the Issuers to (a) issue any stock or other securities of any nature in addition to or in exchange or substitution for the Pledged Equity or (b) dissolve, liquidate, retire any of its Capital Stock, reduce its capital, or merge or consolidate with any other Person. Without the prior written consent of the Security Agent, Pledgor shall not vote to enable or take any other action to (a) amend or terminate any Organizational Documents in any way that materially and adversely changes the rights of Pledgor with respect to any Pledged Collateral or adversely affects the validity, perfection or priority of the Security Agent's security interest therein or (b) permit any Issuer of Pledged Equity which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged

Equity to be treated as securities for purposes of the applicable UCC (including, without limitation, modifying the Organizational Documents of the Issuer) unless the Security Agent shall have consented to such action in writing in advance of any such election or action and Pledgor shall have taken, or caused to be taken, all such steps necessary or advisable to establish the Security Agent's control thereof.

Section 9. Sale of Pledged Equity.

(a) Pledgor recognizes that, after the occurrence of a Declared Default, Security Agent may be unable to effect a public sale or disposition (including, without limitation, any disposition in connection with a merger of an 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 Pledgor agrees that Security Agent may resort, to one or more 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. Pledgor acknowledges and agrees that any such 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 registered sale or disposition and, notwithstanding such circumstances, agrees that any such sale or disposition shall be deemed to be reasonable and effected in a commercially reasonable manner. Security Agent shall be under no obligation to delay a sale or disposition of any of the Pledged Collateral in order to permit Pledgor to register such securities for public sale under the Securities Act, or under Applicable Law, even if Pledgor or applicable Issuer would agree to do so.

(b) 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 Pledgor's expense. A breach of any of the covenants contained in Sections 4, 5(b), 8, 9 or 10 hereof will cause irreparable injury to Security Agent and the Secured Parties, that Security Agent and Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, agrees, without limiting the right of Security Agent to seek and obtain specific performance of the obligations of Pledgor contained in this Agreement, that each and every covenant referenced above shall be specifically enforceable against Pledgor, and Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Default, Event of Default, or Declared Default has occurred and is continuing.

(c) In addition to other indemnification obligations under the Finance Documents, Pledgor shall indemnify and hold harmless Security Agent and the 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 any of the Obligors and contained in any registration statement, prospectus or offering memorandum or in any preliminary prospectus or preliminary offering memorandum or in any amendment or supplement to any of the foregoing or in any other writing prepared 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;

(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; or

(iii) does not arise out of the bad faith, willful misconduct or gross negligence of any such Indemnified Person;

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. In connection with a registered public sale or other distribution, Pledgor will provide customary indemnification to any underwriters, their respective successors and assigns, their respective officers and directors and each Person who controls any such underwriter (within the meaning of the Securities Act). If and to the extent that the foregoing undertakings in this Section 9(c) may be unenforceable for any reason, 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 Pledgor under this Section 9(c) shall survive any termination of this Agreement.

(d) 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. Pledgor agrees that at any time and from time to time, upon the written request of Security Agent, Pledgor will execute and deliver all powers or other instruments of transfer or assignment, financing statements and such further documents and do such further acts and things as 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. 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 Security Agent shall be valid unless in writing and signed by Security Agent and then only to the extent therein set forth. A waiver by 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 Security Agent would otherwise have on any further occasion. No

course of dealing between Pledgor and Security Agent and no failure to exercise, nor any delay in exercising on the part of 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 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 Security Agent on behalf of the Secured Parties and its successors and assigns, except that Pledgor shall not have any right to assign its obligations under this Agreement or any interest herein without the prior written consent of Security Agent.

Section 14. Termination. This Agreement and the liens and security interests granted hereunder shall terminate upon the earlier of (a) the indefeasible full and complete performance and satisfaction of the Secured Obligations (other than contingent indemnification obligations), and (b) the sale, assignment, conveyance or other disposition of the Pledged Equity, or the release of Pledgor's guarantee of the Secured Obligations, in each case in accordance with the Finance Documents, and promptly thereafter, Security Agent shall surrender the certificates evidencing the Pledged Equity to Pledgor or its agents or representatives and file, or authorize the Pledgor to file, a UCC-3 termination statement if a UCC-1 financing statement was filed by Security Agent.

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 Security Agent pursuant hereto, neither Security Agent nor any nominee of 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 Pledgor.

Section 16. Survival of Representations. All representations and warranties of 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, Pledgor hereby irrevocably appoints Security Agent as Pledgor's attorney-in-fact following the occurrence of and during the continuation of a Declared Default (or if Pledgor has failed to comply with a further assurance or perfection obligation within 20 Business Days of being notified of that failure and being requested to comply), with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in 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 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.

Section 19. Notices. Each of Pledgor and Security Agent acknowledges that Clause 36 (*Notices*) of the Facilities Agreement applies to this Agreement.

Section 20. GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL.

(a) 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).

(b) Pledgor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and Grantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, such Federal court. Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Finance Document shall affect any right that the Security Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to this Agreement against Pledgor, or its properties, in the courts of any other jurisdiction.

(c) Pledgor hereby irrevocably and unconditionally waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Finance Document brought in any court referred to in clause (b) above. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Pledgor agrees that service of all process in any such proceedings in any such court may be made by registered or certified mail, return receipt requested, to the Pledgor at its address provided herein. Pledgor further agrees that service as provided herein is sufficient to confer personal jurisdiction over the Pledgor in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect, and notwithstanding the foregoing, the Security Agent, on behalf of the Secured Parties, retain the right to serve process in any other manner permitted by law or to bring proceedings against Pledgor in the courts of any other jurisdiction.

(e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED

HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 20.

Section 21. Changes in Writing. This Agreement may be amended only as provided in Clause 40 (*Amendments and Waivers*) of the Facilities Agreement, and then only to the extent specifically set forth in such writing.

Section 22. 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 23. 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 24. Security document; Intercreditor Deed.

(a) It is expressly acknowledged and agreed to by the parties hereto that this Agreement is a "Finance Document" under and as defined in the Facilities Agreement.

(b) Notwithstanding anything herein to the contrary, the liens and security interests granted to the Security Agent pursuant to this Agreement and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of the Intercreditor Deed. In the event of any conflict between the terms of the Intercreditor Deed and this Agreement, the terms of the Intercreditor Deed shall govern.

Section 25. Third Party Beneficiaries. Each of the Secured Parties (other than Security Agent) is a third party beneficiary of this Pledge Agreement to the extent that indemnities or other rights, claims or privileges of such Secured Parties are expressly provided for in this Pledge Agreement. There are no other third party beneficiaries of this Pledge Agreement.

Section 26. Contractual Recognition to Bail-In of EEA Financial Institutions. Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each party hereto acknowledges and accepts that any liability of any Affected Financial Institution arising under or in connection with any Finance Document, to the extent such liability is unsecured, may be subject to Bail-In Action by the relevant Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by the effect of:

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

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

(i) a reduction, in full or in part, or cancellation, of the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected 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

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

In this Section 29, the following terms have the meanings given to them below:

(a) “**Affected Financial Institution**” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

(b) “**Article 55 BRRD**” means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

(c) “**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers.

(d) “**Bail-In Legislation**” means:

(i) In relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and

(ii) In relation to any state other than such an EEA Member Country or (to the extent that the United Kingdom is not such an EEA Member Country) the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

(e) “**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.

(f) **“EEA Member Country”** means any member state of the European Union, Iceland, Liechtenstein and Norway.

(g) **“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.

(h) **“Resolution Authority”** means any body which has authority to exercise any Write-Down and Conversion Powers.

(i) **“UK Bail-In Legislation”** means (to the extent that the United Kingdom is not an EEA Member Country which has implemented, or implements, Article 55 BRRD) Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration, or other insolvency proceedings).

(j) **“UK Financial Institution”** means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

(k) **“Write-Down and Conversion Powers”** means:

(i) In relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(ii) In relation to any other applicable Bail-In Legislation:

(A) Any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of

the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(A) Any similar or analogous powers under that Bail-In Legislation, and

(iii) In relation to any UK Bail-In Legislation:

(A) Any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and


(l) Any similar or analogous powers under that UK Bail-In Legislation.

[Signature page follows]

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

PLEDGOR:

GRAVITY GLOBAL LIMITED

By: 
Name: Andrew Daynes
Title: CFO

SECURITY AGENT:

INVESTEC BANK PLC

By: _____
Name: _____
Title: _____

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

PLEDGOR:

GRAVITY GLOBAL LIMITED

By: _____
Name: _____
Title: _____

SECURITY AGENT:

INVESTEC BANK PLC

By:  _____
Name: James Haggie
Title: Authorised Signatory

ACKNOWLEDGMENT

The undersigned hereby (a) acknowledges receipt of a copy of the foregoing Pledge Agreement (the “***Pledge Agreement***”), (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 Equity or any other Pledged Collateral (as such terms are defined therein) in the name of Security Agent or its nominee or the exercise of voting rights by Security Agent, and (c) agrees promptly to note on its books and records the grant of the security interest in the Equity Interests of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN PLEDGE AGREEMENT DATED AS OF November 4, 2022 (AS FROM TIME TO TIME AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED), GRAVITY GLOBAL LIMITED HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED INVESTEC BANK PLC TO VOTE THE SHARES REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT.

Dated: November 4, 2022

GRAVITY GLOBAL US HOLDINGS, INC.

By: 
Name: Andrew Daynes
Title: CFO

SCHEDULE 1
to Pledge Agreement

Exact Name of Pledgor:	GRAVITY GLOBAL LIMITED
Pledgor is an organization:	Pledgor is a private limited company.
Pledgor's Organizational Number:	11740098
Place of business and mailing address of Pledgor:	69 Wilson Street London, United Kingdom EC2A 2BB
Jurisdiction of filing:	District of Columbia Register of Deeds

Exhibit A
to Pledge Agreement

Capital Stock:

Issuer	Class of Stock	Certificated (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of Issuer
Gravity Global US Holdings, Inc.	Common stock	Y	1	N/A	1,000	100%

Limited Liability Company Membership Interests:

Limited Liability Company	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the LLC
None				

Partnership Interests:

Partnership	Type of Partnership Interests (e.g., general or limited)	Certificated (Y/N)	Certificate No. (if any)	% of Outstanding Partnership Interests of the Partnership
None				

Other Equity Interests:

Equity Interest	Class of Equity Interests	Certificated (Y/N)	Certificate No. (if any)	% of Outstanding Equity Interests
None				

Exhibit B
to Pledge Agreement

POWER

FOR VALUE RECEIVED, the undersigned, _____, a(n) _____ (“**Grantor**”), 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 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:

By: _____
Name: _____
Title: _____

*To Remain Blank