



Registration of a Charge

Company Name: **ALVARIUM WEALTH MANAGEMENT NON-UK LIMITED**

Company Number: **13613527**



Received for filing in Electronic Format on the: **10/01/2023**

XBUXNKQ2

Details of Charge

Date of creation: **03/01/2023**

Charge code: **1361 3527 0001**

Persons entitled: **BMO HARRIS BANK N.A. AS ADMINISTRATIVE AGENT**

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: **TONY CUNNINGHAM, ASSOCIATE, MAYER BROWN INTERNATIONAL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13613527

Charge code: 1361 3527 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd January 2023 and created by ALVARIUM WEALTH MANAGEMENT NON-UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2023 .

Given at Companies House, Cardiff on 11th January 2023

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**

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (this “Agreement”) dated as of January 3, 2023, is among **Alvarium Tiedemann Holdings, Inc.**, a Delaware corporation, each other Guarantor set forth on the signature pages hereof, each other Person that from time to time becomes a party hereto by executing and delivering a Joinder (as defined below) (together with each of the Guarantors set forth on the signature pages hereof, each a “Pledgor” and collectively the “Pledgors”), and **BMO Harris Bank N.A.**, as administrative agent (in such capacity, the “Administrative Agent”).

PRELIMINARY STATEMENTS

A. **Alvarium Tiedemann Holdings, LLC**, a Delaware limited liability company (the “Borrower”), Pledgors, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent have entered into a Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. As a condition to the execution and delivery of the Credit Agreement and the extensions of credit in connection therewith, the Administrative Agent and the Lenders have required, among other things, that each Pledgor grant to the Administrative Agent, on behalf of itself and the other Secured Parties (as defined below) a lien on and security interest in certain personal property of such Pledgor.

C. This document is the deed of each UK Pledgor, even if it has not been executed by the other Pledgors or the Administrative Agent as a deed.

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

Section 1. Defined Terms; Interpretation.

(a) Capitalized terms used but not defined herein shall have the respective meanings set forth in the Credit Agreement. Subject to the preceding sentence, terms defined in the Uniform Commercial Code, as in effect from time to time in the State of New York (the “UCC”), and not defined herein, shall have the respective meanings set forth in the UCC. In addition,

(i) “Secured Party” means the Administrative Agent, each Lender, the L/C Issuer, each Affiliate of a Lender to which any Loan Party is obligated in respect of Hedging Liability and/or Funds Transfer and Deposit Account Liability, and each Related Party entitled to indemnification under Section 11.13 of the Credit Agreement,

(ii) “Joinder” means a Joinder and Supplement to Pledge Agreement substantially in the form of Exhibit A hereto,

(iii) “Issuer” means the issuer of any of the shares of stock or other equity interests described on Schedule B,

(iv) “Pledged Collateral” means

(x) all equity interests described on Schedule B hereto opposite the name of such Pledgor, including all of such Pledgor’s rights, powers and remedies under the

limited liability company agreement or operating agreement of each applicable Issuer;

(y) all additional equity interests of any Issuer from time to time acquired by such Pledgor; and

(z) all other equity interests from time to time acquired by such Pledgor, whether in addition to or in substitution for any of the foregoing; provided, that with respect to any UK Pledgor, the equity interests described in this clause (z) shall be limited to equity interests of any Person formed, organized or incorporated in any state or other jurisdiction of the United States, and

(v) “UK Pledgor” means each Pledgor that is a UK Guarantor.

(b) For purposes of this Agreement, the rules of interpretation set forth in Section 1.2 of the Credit Agreement shall apply as if fully set forth herein, mutatis mutandis.

Section 2. Grant of Security Interest in the Collateral. Each Pledgor grants to the Administrative Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of such Pledgor (for each Pledgor, the “Collateral”), whether now owned or hereafter acquired:

(a) The Pledged Collateral;

(b) All Money, Securities, Security Entitlements and other Investment Property, dividends, rights, General Intangibles and other property at any time and from time to time (x) declared or distributed in respect of or in exchange for or on conversion of the Pledged Collateral, or (y) by its or their terms exchangeable or exercisable for or convertible into the Pledged Collateral;

(c) All Accessions and additions to, and substitutions and replacements of, any of the foregoing; and

(d) All Proceeds and products of, the foregoing, and all insurance on or related to the foregoing and all proceeds thereof.

Notwithstanding anything to the contrary herein, the Collateral shall not include Excluded Property.

Section 3. Obligations Secured. This Agreement secures all obligations of such Pledgor under the Guaranty (the “Secured Obligations”); provided that the Secured Obligations shall not include any Hedging Liability to the extent that all or a portion of such Pledgor’s grant of a security interest hereunder is or becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation thereof).

Section 4. Covenants, Agreements, Representations and Warranties. Each Pledgor hereby covenants and agrees with, and represents and warrants to, the Administrative Agent and the other Secured Parties that:

(a) As of the date hereof, such Pledgor’s registered office, chief executive office and principal place of business is at the location listed on Schedule A to this Agreement and such Pledgor has no other executive offices or places of business other than those listed on Schedule A. Such Pledgor shall not move its registered office or chief executive office or maintain a place of business at a location other than those

specified on Schedule A without first providing the Administrative Agent at least 30 days' prior written notice of such Pledgor's intent to do so; provided that with respect to any new chief executive office or principal place of business, such Pledgor shall have taken all action reasonably requested by the Administrative Agent to maintain the Lien of the Administrative Agent in the Collateral at all times fully perfected and in full force and effect.

(b) As of the date hereof, (i) such Pledgor's legal name and jurisdiction of organization/incorporation are correctly set forth on Schedule A; and (ii) such Pledgor has not transacted business at any time during the immediately preceding five-year period, and does not currently transact business, under any other legal name or trade name other than the prior legal names and trade names (if any) set forth on Schedule A. Such Pledgor shall not change its legal name or jurisdiction of organization/incorporation unless the Administrative Agent shall have received at least 30 days' prior written notice (or such shorter period as the Administrative Agent may agree to in its reasonable discretion) of such change and any necessary or reasonable action requested by the Administrative Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Administrative Agent, on behalf of the Secured Parties, in any Collateral).

(c) Such Pledgor shall defend the security interest of the Administrative Agent in its Collateral and the priority thereof against any Lien not expressly permitted by the Loan Documents. Such Pledgor agrees that it will not sell, assign, mortgage, lease or otherwise dispose of any Collateral or any interest therein except to the extent permitted by this Agreement or the Credit Agreement.

(d) It is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral, free and clear of any Liens, except for the security interest granted to the Administrative Agent for the benefit of the Secured Parties hereunder and the Liens permitted by Section 7.2 of the Credit Agreement. Such Pledgor further represents and warrants that (i) all Pledged Collateral owned by it has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable, and (ii) with respect to any certificates delivered to the Administrative Agent representing any Collateral, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Pledgor has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible.

(e) In addition, (i) none of the Pledged Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer is subject, (ii) with respect to any equity interests included in the Pledged Collateral issued by any Subsidiary, no options, warrants, calls or commitments of any character whatsoever (A) exist relating to such Pledged Collateral or (B) obligate any such Subsidiary to issue additional equity interests, and (iii) no consent, approval, authorization, or other action by, and no giving of notice to or filing with any Governmental Authority or any other Person is required for the pledge by such Pledgor of such Pledged Collateral pursuant to this Agreement or for the execution, delivery and performance of this Agreement by such Pledgor, or, included in the Pledged Collateral, for the exercise by the Administrative Agent of the voting or other rights provided for in this Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Agreement, except in each case for any consent, approval, authorization or other action (A) that has already been obtained, (B) as may be required in connection with laws affecting the offering and sale of securities generally or (C) as may be required by the Investment Company Act of 1940, as amended the Investment Advisers Act of 1940, as amended, and/or the Financial Industry Regulatory Authority.

(f) The percentage of the issued and outstanding equity interest of each Issuer pledged by such Pledgor hereunder is as set forth on Schedule B hereto.

(g) Such Pledgor agrees to execute and deliver to the Administrative Agent such further agreements, assignments, instruments and documents, and to do all such other things, as the Administrative Agent may reasonably deem necessary or appropriate to assure the perfection and priority of the Administrative Agent's Lien hereunder, including executing such instruments and documents as the Administrative Agent may from time to time reasonably require to comply with the UCC and any other applicable law. Such Pledgor hereby authorizes the Administrative Agent to file any financing statement covering any of the Collateral as the Administrative Agent may require. The Administrative Agent may order lien searches from time to time against such Pledgor and the Collateral, and such Pledgor shall promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred in connection with such lien searches. In the event for any reason the law of any jurisdiction other than New York becomes or is applicable to any of the Collateral, or to any of the Secured Obligations, such Pledgor agrees to execute and deliver all instruments and documents and to do all other things as the Administrative Agent deems necessary or appropriate to preserve, protect and enforce the Lien of the Administrative Agent under the law of such other jurisdiction.

(h) If any Pledgor fails to perform any of the covenants and agreements herein contained, upon written demand to such Pledgor the Administrative Agent may, at its option, perform the same and in so doing may expend such sums as the Administrative Agent deems advisable in the performance thereof, including the payment of any taxes, any expenditure made in defending against any adverse claims and any other expenditures that the Administrative Agent may be compelled to make by operation of law or that the Administrative Agent may make by agreement or otherwise for the protection of the security hereof. All such sums and amounts so expended shall be repayable by such Pledgor immediately upon written demand, shall constitute additional Secured Obligations, and shall bear interest from the date such amounts are expended at the rate applicable to Base Rate Loans under the Credit Agreement. No such performance of any covenant or agreement by the Administrative Agent on behalf of such Pledgor, and no such advancement or expenditure therefor, shall relieve such Pledgor of any default under the terms of this Agreement or in any way obligate the Administrative Agent to take any further or future action with respect thereto. The Administrative Agent in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien, title or claim. The Administrative Agent is hereby authorized to add any amount so expended to the principal balance of the Loans or to charge any account of any Pledgor maintained with the Administrative Agent for the amount of such sums and amounts so expended.

(i) Except as permitted by the Credit Agreement, such Pledgor will not (i) permit or suffer any issuer of an equity interest constituting Pledged Collateral owned by it to dissolve, merge, liquidate, retire any of its equity interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets or merge or consolidate with any other entity, or (ii) vote any such Pledged Collateral in favor of any of the foregoing.

(j) Except as permitted under the Credit Agreement, such Pledgor will not permit or suffer the issuer of an equity interest constituting Pledged Collateral owned by it to issue additional equity interests, any right to receive the same or any right to receive earnings, except to such Pledgor.

(k) (i) Without in any way limiting the foregoing and subject to clause (ii) below, such Pledgor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes not in violation of this Agreement, the Credit Agreement or any other Loan Document; *provided however, that no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Administrative Agent granted hereunder in respect of such Pledged Collateral.*

(ii) Such Pledgor will permit the Administrative Agent or its nominee at any time during the occurrence and continuation of an Event of Default effective immediately upon delivery by the Administrative Agent to the Borrower of a written notice stating that it is exercising its rights (an “Enforcement Notice”), to exercise all voting rights or other rights relating to the Pledged Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any equity interest or Investment Property constituting Pledged Collateral as if it were the absolute owner thereof.

(iii) Subject to clause (iv) below, such Pledgor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral owned by it to the extent not in violation of the Credit Agreement other than dividends and interest paid or payable other than in cash in respect of such Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral, in each case, to the extent otherwise required to be delivered to the Administrative Agent hereunder.

(iv) During the continuance of an Event of Default, all distributions in respect of any of the Pledged Collateral owned by such Pledgor, whenever paid or made, shall be delivered to the Administrative Agent to hold as Pledged Collateral and shall, if received by such Pledgor, be received in trust for the benefit of the Administrative Agent, be segregated from the other property or funds of such Pledgor, and be forthwith delivered to the Administrative Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

(l) Collateral Constituting Securities. If any Collateral shall at any time constitute a Security or the issuer of any such Collateral shall take any action to have such interests treated as a Security, then (i) all certificates or other documents constituting such Security shall have been delivered to the Administrative Agent and such Security shall be properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Administrative Agent shall have entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security shall be defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise. The failure of any Pledgor to comply with the requirements of this Section 4(l) shall constitute an immediate Event of Default.

(m) Certificates for all certificated securities now or at any time constituting Collateral hereunder shall be promptly delivered by the applicable Pledgor to the Administrative Agent duly endorsed in blank for transfer or accompanied by an appropriate assignment or assignments or an appropriate undated stock power or powers, in every case sufficient to transfer title thereto, including all stock received in respect of a stock dividend or resulting from a split-up, revision or reclassification of any Investment Property or received in addition to, or in substitution or exchange for, any Investment Property as a result of a merger, consolidation or otherwise.

(n) The Administrative Agent may, at any time after the occurrence and during the continuance of an Event of Default, cause to be transferred into its name or the name of its nominee any of the Investment Property pledged hereunder.

Section 5. Power of Attorney. In addition to any other powers of attorney contained herein, each Pledgor hereby appoints the Administrative Agent, its nominee or any other Person that the Administrative Agent may designate as such Pledgor’s attorney-in-fact, with full power and authority to do all other things necessary to carry out this Agreement. Each Pledgor hereby ratifies and approves all lawful acts of any such attorney and agrees that neither the Administrative Agent nor any such attorney will be liable for any act or omission nor for any error of judgment or mistake of fact or law other than such Person’s gross

negligence, bad faith or willful misconduct. The foregoing powers of attorney, being coupled with an interest, are irrevocable until Payment in Full.

Section 6. Defaults and Remedies.

(a) After the occurrence and during the continuance of any Event of Default, the Administrative Agent shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further the Administrative Agent may, without demand and, to the extent permitted by applicable law, without advertisement, notice, hearing or process of law, all of which each Pledgor hereby waives to the extent permitted by applicable law, at any time or times, sell and deliver any or all Collateral held by or for it at public or private sale, at any securities exchange or broker's board or at the Administrative Agent's office or elsewhere, for cash, upon credit or otherwise, at such prices and upon such terms as the Administrative Agent deems advisable, in its sole discretion. After the occurrence and during the continuance of any Event of Default, in addition to any other right or remedy set forth herein or available under applicable law, the Administrative Agent may by written demand direct any securities intermediary, commodities intermediary, or other financial intermediary at any time holding any Investment Property, or any issuer thereof, to deliver such Collateral, or any part thereof, to the Administrative Agent and/or liquidate such Collateral, or any part thereof, and deliver the proceeds thereof to the Administrative Agent. In the exercise of any such remedies, the Administrative Agent may sell the Collateral as a unit even though the sales price thereof may be in excess of the amount remaining unpaid on the applicable Secured Obligations. If less than all the Collateral is sold, the Administrative Agent shall have no duty to marshal or apportion any part of the Collateral. Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the applicable Pledgor in accordance with Section 13(b) at least 10 days before the time of sale or other event giving rise to the requirement of such notice. The Administrative Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. The Administrative Agent may be the purchaser at any such sale. Each Pledgor hereby waives all of its rights of redemption from any such sale. The Administrative Agent may postpone or cause the postponement of the sale of any of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Administrative Agent may further postpone such sale by announcement made at such time and place. The Administrative Agent has no obligation to prepare any Collateral for sale. The Administrative Agent may sell or otherwise dispose of any Collateral without giving any warranties as to such Collateral, and may disclaim any warranties of title or the like, and each Pledgor acknowledges and agrees that the absence of such warranties shall not render the disposition commercially unreasonable.

(b) Without in any way limiting the foregoing, after the occurrence and during the continuance of any Event of Default, (i) the Administrative Agent shall have the right, in addition to all other rights provided herein or by law, to take physical possession of any of the Collateral, the right for that purpose to enter without legal process any premises where the Collateral may be found (provided such entry be done lawfully), and the right to maintain such possession on any Pledgor's premises (each Pledgor hereby agreeing, to the extent it may lawfully do so, to lease such premises without cost or expense to the Administrative Agent or its designee if the Administrative Agent so requests) or to remove the Collateral or any part thereof to such other places as the Administrative Agent may desire and (ii) each Pledgor shall, upon the Administrative Agent's demand, promptly assemble the tangible Collateral and make it available to the Administrative Agent at a place reasonably designated by the Administrative Agent. If the Administrative Agent exercises its right to take possession of the Collateral, each Pledgor shall also at its expense perform all other steps requested by the Administrative Agent to preserve and protect the Lien hereby granted in the Collateral, such as placing and maintaining signs indicating the Lien of the Administrative Agent, appointing overseers for the Collateral and maintaining Collateral records.

(c) Without in any way limiting the foregoing, after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, subject to the terms of the Credit Agreement, to obtain access to the data processing equipment, computer hardware and software (subject to the limitations in any agreements with third parties) of each Pledgor relating to the Collateral and to use all of the foregoing and the information contained therein in any manner the Administrative Agent deems appropriate.

(d) Without in any way limiting the foregoing, after the occurrence and during the continuance of any Event of Default, all rights of each Pledgor to (i) exercise the voting and/or consensual powers that it is entitled to exercise pursuant to Section 4(k)(i) and/or (ii) receive and retain the distributions that it is entitled to receive and retain pursuant to Section 4(k)(iii) shall, at the option of the Administrative Agent (and, in the case of clause (i), upon prior written notice to such Pledgor), cease and thereupon become vested in the Administrative Agent, which, in addition to all other rights provided herein or by law, shall then be entitled solely and exclusively to exercise all voting and other consensual powers pertaining to the Investment Property (including the right to deliver notice of control with respect to any Investment Property held in a securities account or commodity account and deliver all entitlement orders with respect thereto) and/or to receive and retain the distributions that such Pledgor would otherwise have been authorized to retain pursuant to Section 4(k)(iii) and shall then be entitled solely and exclusively to exercise all rights of conversion, exchange or subscription or any other rights, privileges or options pertaining to any Investment Property as if the Administrative Agent were the absolute owner thereof, including the right to exchange, at its discretion, any of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other readjustment of the respective issuer thereof or upon the exercise by or on behalf of any such issuer or the Administrative Agent of any right, privilege or option pertaining to any Investment Property and, in connection therewith, to deposit and deliver any of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine. In furtherance of the foregoing, each Pledgor hereby grants to the Administrative Agent an irrevocable proxy to vote all or any part of the Pledged Collateral and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Collateral would be entitled (including giving or withholding written consents of shareholders, partners or members, as the case may be, calling special meetings of shareholders, partners or members, as the case may be, and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Collateral on the record books of the issuer thereof) by any other person (including the issuer of such Pledged Collateral or any officer or agent thereof) upon the occurrence and during the continuance of any Event of Default, and which proxy shall only terminate upon Payment in Full. If the Administrative Agent in good faith believes any of the Pledged Collateral constitutes restricted securities within the meaning of any applicable securities laws, no disposition thereof in compliance with such laws shall render the disposition commercially unreasonable. If the Administrative Agent in good faith believes any of the Collateral constitutes restricted securities within the meaning of any applicable securities laws, no disposition thereof in compliance with such laws shall render the disposition commercially unreasonable.

(e) The powers conferred upon the Administrative Agent hereunder are solely to protect its interest in the Collateral and shall not impose on the Administrative Agent any duty to exercise such powers. This Agreement constitutes an assignment of rights only and not an assignment of any duties or obligations of any Pledgor in any way related to the Collateral, and the Administrative Agent shall have no duty or obligation to discharge any such duty or obligation. The Administrative Agent shall have no responsibility for taking any necessary steps to preserve rights against any parties with respect to any Collateral or initiating any action to protect the Collateral against the possibility of a decline in market value. The Administrative Agent shall have no responsibility for ascertaining or taking any action with respect to calls, conversions, exchanges, maturities, tenders, or other matters relating to any Collateral, whether or not the Administrative Agent has or is deemed to have knowledge of such matters. Neither the Administrative Agent nor any party

acting as attorney for the Administrative Agent shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct.

(f) Failure by the Administrative Agent to exercise any right, remedy or option under this Agreement or any other agreement between any Pledgor and the Administrative Agent or provided by law, or delay by the Administrative Agent in exercising the same, shall not operate as a waiver; and no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. Neither the Administrative Agent, nor any party acting as attorney for the Administrative Agent, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than to the extent of their gross negligence or willful misconduct. The rights and remedies of the Administrative Agent under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Administrative Agent may have.

Section 7. Application of Proceeds. All proceeds of Collateral received by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default shall, when received by the Administrative Agent in cash or its equivalent, be applied by the Administrative Agent to the Secured Obligations in accordance with the terms of the Credit Agreement. Each Pledgor shall remain liable to each applicable Secured Party for any deficiency.

Section 8. Credit Inquiries. Each Pledgor hereby authorizes the Administrative Agent to respond to usual and customary credit inquiries from third parties concerning such Pledgor.

Section 9. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until Payment in Full. Upon termination of this Agreement, the Administrative Agent shall, upon the request and at the expense of the Pledgors, forthwith release its Lien hereunder. Upon the sale, transfer or other disposition of any Collateral in accordance with the terms and conditions of the Credit Agreement (including a sale, transfer or disposition permitted by the terms of the Credit Agreement or that has otherwise been consented to by the Administrative Agent), the Administrative Agent shall, upon the request and at the expense of the applicable Pledgor, promptly release its Lien on such Collateral.

Section 10. Custody and Preservation of Collateral. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession or under its control if (a) it takes such action for that purpose as any Pledgor shall request in writing or (b) if such Collateral is accorded treatment substantially equivalent to that which the Administrative Agent accords its own property, consisting of similar type assets; provided that failure by the Administrative Agent to take the actions set forth in the foregoing clause (a) or (b), or failure to preserve or protect any right with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by any Pledgor, in each case shall not of itself be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

Section 11. Waiver of Demand. Demand, presentment, protest and notice of nonpayment are hereby waived by each Pledgor. Each Pledgor also waives the benefit of all valuation, appraisal and exemption laws.

Section 12. Waiver of Notice. AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, EACH PLEDGOR HEREBY WAIVES TO THE EXTENT PERMITTED BY LAW ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE ADMINISTRATIVE AGENT OF ITS RIGHTS TO REPOSSESS THE COLLATERAL WITHOUT JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL WITHOUT PRIOR NOTICE OR HEARING.

Section 13. Miscellaneous.

(a) This Agreement cannot be changed or terminated orally. This Agreement shall create a continuing Lien on the Collateral and shall be binding upon each Pledgor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns; provided that no Pledgor may assign its rights or delegate its duties hereunder without the Administrative Agent's prior written consent.

(b) Except as otherwise specified herein, all notices hereunder shall be in writing (including notice by facsimile or electronic mail) and shall be given to the relevant party as set forth in Section 11.6 of the Credit Agreement. Any notice to the Borrower shall be deemed to have been received by all Pledgors.

(c) If and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and all other provisions hereof that are otherwise lawful and valid shall remain in full force and effect.

(d) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Pledgor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Pledgor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. At any time after the date of this Agreement, one or more additional persons or entities may become parties hereto by executing and delivering to the Lender a Joinder. Immediately upon such execution and delivery (and without any further action), each such additional person or entity will become a party to, and will be bound by all the terms of, this Agreement.

(e) This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement, and the rights and duties of the parties hereto, shall be governed by and construed and determined in accordance with the internal laws of the State of New York. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(f) EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMIT, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE

AGENT, L/C ISSUER, AND LENDERS MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST BORROWER OR ANY OTHER LOAN PARTY OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

(g) EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT 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 LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 11.21(a) OF THE CREDIT AGREEMENT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.


(h) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.6(a) OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(i) To the extent any provision of this Agreement expressly conflicts with, or is otherwise expressly inconsistent with, the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern.

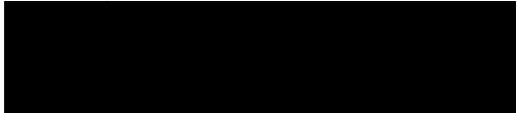
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Pledgor has caused this Pledge Agreement to be duly executed and delivered as of the date first above written.

ALVARIUM TIEDEMANN HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Michael Tiedemann
Title: Chief Executive Officer

ALVARIUM TIEDEMANN HOLDCO, INC., a
Delaware corporation

By: 
Name: Michael Tiedemann
Title: President

ALVARIUM TOPCO LIMITED, a company
limited by shares incorporated under the laws of
the Isle of Man

By: _____
Name:
Title:

ALVARIUM TIEDEMANN CAPITAL, LLC, a
Delaware limited liability company

By: 
Name: Michael Tiedemann
Title: Chief Executive Officer

IN WITNESS WHEREOF, each Pledgor has caused this Pledge Agreement to be duly executed and delivered as of the date first above written.


ALVARIUM TIEDEMANN HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Michael Tiedemann
Title: Chief Executive Officer

ALVARIUM TIEDEMANN HOLDCO, INC., a
Delaware corporation

By: _____
Name: Michael Tiedemann
Title: President

ALVARIUM TOPCO LIMITED, a company
limited by shares incorporated under the laws of
the Isle of Man

By: 
Name: ROBERT J S BURTON
Title: DIRECTOR

ALVARIUM TIEDEMANN CAPITAL, LLC, a
Delaware limited liability company

By: _____
Name: Michael Tiedemann
Title: Chief Executive Officer


**SIGNED as a deed for and on behalf of
NEW ALVARIUM INVESTMENTS
LIMITED**, a private limited company
incorporated under the laws of England and Wales

By: 


Name: **DAVID DOWELL**

Title: Director

in the presence of:

Witness's signature: 

Witness's Name
(in capitals): **LYDIA MORTON**

Witness's address: 

**SIGNED as a deed for and on behalf of
ALVARIUM INVESTMENTS LIMITED**, a
private limited company incorporated under the
laws of England and Wales

By: _____

Name:

Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals):

Witness's address:

**SIGNED as a deed for and on behalf of
NEW ALVARIUM INVESTMENTS
LIMITED**, a private limited company
incorporated under the laws of England and Wales

By: _____
Name:
Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals):

Witness's address:

**SIGNED as a deed for and on behalf of
ALVARIUM INVESTMENTS LIMITED**, a
private limited company incorporated under the
laws of England and Wales

By: _____
Name: *Enzo Sime*
Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals): *STEPHEN FENT*

Witness's address:


**SIGNED as a deed for and on behalf of
ALVARIUM RE LIMITED**, a private limited
company incorporated under the laws of England
and Wales

By: 


Name: EMERSON SWALE

Title: Director

in the presence of:

Witness's signature: 

Witness's Name (in capitals): STEPHEN PEARCE

Witness's address: 

**SIGNED as a deed for and on behalf of
ALVARIUM SECURITIES LIMITED**, a private
limited company incorporated under the laws of
England and Wales

By: _____

Name: _____

Title: Director

in the presence of:

Witness's signature: _____

Witness's Name
(in capitals): _____

Witness's address: _____

SIGNED as a deed for and on behalf of
ALVARIUM RE LIMITED, a private limited
company incorporated under the laws of England
and Wales

By: _____
Name:
Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals):

Witness's address:

SIGNED as a deed for and on behalf of
ALVARIUM SECURITIES LIMITED, a private
limited company incorporated under the laws of
England and Wales

By: _____
Name: J.R. ELKINGTON
Title: Director


in the presence of: J.R. ELKINGTON

Witness's signature: _____


Witness's Name THOMAS BARING
(in capitals):

Witness's address: _____


**SIGNED as a deed for and on behalf of
ALVARIUM WEALTH MANAGEMENT UK,
LIMITED**, a private limited company
incorporated under the laws of England and Wales

By: 
Name: *DAVID DOWELL*
Title: Director

in the presence of:

Witness's signature: 

Witness's Name
(in capitals): *LYDIA MORTON*

Witness's address: 

**SIGNED as a deed for and on behalf of
ALVARIUM MB (UK) LIMITED**, a private
limited company incorporated under the laws of
England and Wales

By: _____
Name:
Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals):

Witness's address:

SIGNED as a deed for and on behalf of
ALVARIUM WEALTH MANAGEMENT UK,
LIMITED, a private limited company
incorporated under the laws of England and Wales

By: _____
Name:
Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals):

Witness's address:

SIGNED as a deed for and on behalf of
ALVARIUM MB (UK) LIMITED, a private
limited company incorporated under the laws of
England and Wales

By: _____
Name: *Emmet Shand*
Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals): *STEPHEN PERK*

Witness's address:


**SIGNED as a deed for and on behalf of
LXI REIT ADVISORS LIMITED**, a private
limited company incorporated under the laws of
England and Wales

By: 

Name: *J. R. ELKINGTON*

Title: Director

in the presence of: *J. R. ELKINGTON*

Witness's signature: 

Witness's Name
(in capitals):

THOMAS BAZING

Witness's address: 

**SIGNED as a deed for and on behalf of
ALVARIUM WEALTH MANAGEMENT
NON-UK, LIMITED**, a private limited company
incorporated under the laws of England and Wales

By: _____

Name: _____

Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals):

Witness's address:

**SIGNED as a deed for and on behalf of
LXI REIT ADVISORS LIMITED**, a private
limited company incorporated under the laws of
England and Wales

By: _____
Name:
Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals):

Witness's address:

**SIGNED as a deed for and on behalf of
ALVARIUM WEALTH MANAGEMENT
NON-UK, LIMITED**, a private limited company
incorporated under the laws of England and Wales

By: _____
Name: *DAVID DOWELL*
Title: Director


in the presence of:

Witness's signature: _____

Witness's Name
(in capitals): *LYDIA MORTON*

Witness's address: _____

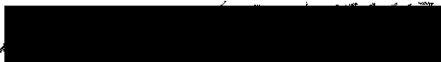
**SIGNED as a deed for and on behalf of
ALVARIUM RE PUBLIC MARKETS
LIMITED**, a private limited company
incorporated under the laws of England and Wales

By: 
Name: DAVID DOWELL
Title: Director

in the presence of:

Witness's signature: 

Witness's Name LYDIA MORTON
(in capitals):

Witness's address: 

**SIGNED as a deed for and on behalf of
ALVARIUM INVESTMENT MANAGEMENT
LIMITED**, a private limited company
incorporated under the laws of England and Wales

By: _____
Name:
Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals):

Witness's address:

**SIGNED as a deed for and on behalf of
ALVARIUM RE PUBLIC MARKETS
LIMITED**, a private limited company
incorporated under the laws of England and Wales

By: _____
Name:
Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals):

Witness's address:

**SIGNED as a deed for and on behalf of
ALVARIUM INVESTMENT MANAGEMENT
LIMITED**, a private limited company
incorporated under the laws of England and Wales

By: _____
Name: *Simon Stone*
Title: Director

in the presence of:

Witness's signature:

Witness's Name
(in capitals):

STEPHEN PENK

Witness's address:

Accepted and agreed to as of the date first above written:

BMO HARRIS BANK N.A., as
Administrative Agent

By: _____

Name: Amy Prager

Title: Director

A solid black rectangular box redacting the signature of Amy Prager.

Schedule A
Organizational Information

Pledgor Name	Jurisdiction of Organization/Incorporation	Registered Office, Chief Executive Office and Principal Place of Business	Prior Names and Trade Names
Alvarium Tiedemann Holdings, Inc.	Delaware	520 Madison Avenue, 21st Floor, New York, NY 10022	N/A
Alvarium Tiedemann Holdco, Inc.	Delaware	520 Madison Avenue, 21st Floor, New York, NY 10022	N/A
Alvarium Tiedemann Capital, LLC	Delaware	520 Madison Avenue, 21st Floor, New York, NY 10022	N/A
Alvarium Topco Limited	Isle of Man	Commerce House, 1 Bowring Road, Ramsey, IM8 2LQ, Isle of Man	N/A
New Alvarium Investments Limited	United Kingdom	10 Old Burlington Street, London, W1S 3AG	N/A
Alvarium Investments Limited	United Kingdom	10 Old Burlington Street, London, W1S 3AG	LJ GP Partnership Limited
Alvarium RE Limited	United Kingdom	10 Old Burlington Street, London, W1S 3AG	LJ Capital Limited
Alvarium Securities Limited	United Kingdom	10 Old Burlington Street, London, W1S 3AG	N/A
Alvarium Wealth Management UK, Limited	United Kingdom	10 Old Burlington Street, London, W1S 3AG	N/A
Alvarium MB (UK) Limited)	United Kingdom	10 Old Burlington	N/A

		Street, London, W1S 3AG	
LXI REIT Advisors Limited	United Kingdom	10 Old Burlington Street, London, W1S 3AG	N/A
Alvarium Wealth Management Non-UK, Limited	United Kingdom	10 Old Burlington Street, London, W1S 3AG	N/A
Alvarium RE Public Markets Limited	United Kingdom	10 Old Burlington Street, London, W1S 3AG	N/A
Alvarium Investment Management Limited	United Kingdom	10 Old Burlington Street, London, W1S 3AG	N/A

Schedule B
Pledged Collateral

Pledgor	Issuer	Pledged Collateral	Certificate No.	% of Shares Pledged
Alvarium Tiedemann Holdings, Inc.	Alvarium Tiedemann Holdco, Inc	100 shares of Common Stock, par value \$0.01	1	100%
	Alvarium Tiedemann Capital, LLC	45,415,539 Class A Units	Uncertificated	40.36%
Alvarium Tiedemann Holdco, Inc.	Alvarium Tiedemann Capital, LLC	12,072,485 Class A Units	Uncertificated	10.73%
Alvarium Tiedemann Capital, LLC	Alvarium Topco Limited	1 ordinary share of £0.01	N/A	100%
	Tiedemann Wealth Management Holdings, LLC	100%	1	100%
Alvarium Topco Limited	Alvarium Tiedemann Holdings, LLC	100%	1	100%
Alvarium Investments Limited	Alvarium CI (US), LLC	100%	1	100%
	Alvarium MB (US) BD, LLC	100%	1	100%
Alvarium RE Limited	Alvarium RE (US), LLC	100%	1	100%
Alvarium Wealth Management Non-UK Limited	Alvarium Investment Management (US) Holdings Corp.	5,000 shares \$1 par value per share	2	100%
	Alvarium Investment Advisors (US), Inc.	200,000 shares of common stock \$0.01 par value each	17	100%
		400,000 shares of	18	

		Preferred stock \$0.01 par value per share		
	Tiedemann Advisors, LLC	99%	1	99%
	Tiedemann Wealth Management Holdings, Inc.	1,000 shares of common stock, par value \$0.01 per share	4	100%
	TWMH Investments, Inc.	100 shares of common stock, par value \$0.01, per share	1	100%

Exhibit A
Joinder and Supplement to Pledge Agreement

THIS JOINDER AND SUPPLEMENT TO PLEDGE AGREEMENT dated as of [____], 20[___] (this “Joinder”) is among the Person set forth on the signature pages hereof (the “New Pledgor[s]”) and BMO Harris Bank N.A., as administrative agent (in such capacity, the “Administrative Agent”). Capitalized terms used but not defined herein have the respective meanings assigned such terms in the Pledge Agreement (as defined below).

WHEREAS, the New Pledgor[s] [has/have] executed or concurrently herewith will execute a Joinder to the Credit Agreement dated as of the date hereof pursuant to which the New Pledgor[s] [has/have] or will become parties to the Credit Agreement; and

WHEREAS, to secure the obligations of the New Pledgor[s] under the Credit Agreement, [the/each] New Pledgor has agreed to grant the Administrative Agent a security interest in its Collateral, which includes substantially all of its personal property pursuant to that certain Pledge and Pledge Agreement, dated as of January 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge Agreement”), among Alvarium Tiedemann Holdings, Inc., the other Pledgors from time to time party thereto and Administrative Agent.

Accordingly, the parties hereto agree as follows:

1. **JOINDER.** [The/Each] New Pledgor hereby acknowledges, agrees and confirms that, by its execution of this Joinder, and notwithstanding any contrary provision of any Loan Document, such New Pledgor (a) shall become a party to the Pledge Agreement and (b) shall have all the rights and obligations of a “Pledgor” under the Pledge Agreement as if it had executed the original Pledge Agreement. [The/Each] New Pledgor hereby ratifies, as of the date hereof, and agrees to be bound by, all the terms, provisions and conditions applicable to the “Pledgors” contained in the Pledge Agreement. Without limiting the foregoing, [the/each] New Pledgor hereby grants to the Administrative Agent for the benefit of the Secured Parties, to secure all obligations of such New Pledgor under the Credit Agreement, a continuing lien on and security interest in its Collateral, which includes all of the following property of New Pledgor, whether now owned or hereafter acquired:

- a) The Pledged Collateral;
- b) All Money, Securities, Security Entitlements and other Investment Property, dividends, rights, General Intangibles and other property at any time and from time to time (x) declared or distributed in respect of or in exchange for or on conversion of the Pledged Collateral, or (y) by its or their terms exchangeable or exercisable for or convertible into the Pledged Collateral;
- c) All Accessions and additions to, and substitutions and replacements of, any of the foregoing; and
- d) All Proceeds and products of, the foregoing, and all insurance on or related to the foregoing and all proceeds thereof.

Notwithstanding anything to the contrary herein, the Collateral shall not include Excluded Property.

2. SUPPLEMENTAL SCHEDULES. The information set forth in the attached Schedules A and B shall be deemed to supplement the applicable schedules to the Pledge Agreement.

3. REPRESENTATIONS AND WARRANTIES. [The/Each] New Pledgor represents and warrants to the Administrative Agent that, after giving effect to the effectiveness hereof, each representation and warranty of such New Pledgor set forth in Section 4 of the Pledge Agreement is true and correct in all material respects as of the date of the execution and delivery of this Joinder by the New Pledgor[s], with the same effect as if made on such date.

4. MISCELLANEOUS.

a) Continuing Effectiveness, etc. As herein amended, the Pledge shall remain in full force and effect and is hereby ratified and confirmed in all respects. After the effectiveness of this Joinder, all references in the Pledge Agreement and the other Loan Documents to the “Pledge Agreement” or similar terms shall refer to the Pledge Agreement as amended hereby.

b) Counterparts. This Joinder may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original but all such counterparts shall together constitute one and the same Joinder. Delivery of a counterpart hereof, or a signature hereto, by facsimile or by email in .pdf or similar format shall be effective as delivery of a manually-executed original counterpart hereof.

c) Governing Law. This Joinder shall be a contract made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such state without regard to principles of conflicts of law thereof that would require the application of the law of any other jurisdiction.

d) Successors and Assigns. This Joinder shall be binding upon the New Pledgor[s] and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of the New Pledgor[s] and the Administrative Agent and the respective successors and assigns of the Administrative Agent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Pledgor has caused this Joinder and Supplement to Pledge Agreement to be duly executed and delivered as of the date first above written.

[PLEDGOR NAME]

By: _____

Name: _____

Title: _____

BMO HARRIS BANK N.A., as Administrative Agent

By: _____

Name:

Title:

Schedule A
Organizational Information

Pledgor Name	Jurisdiction of Organization	Chief Executive Office or Principal Place of Business	Prior Names and Trade Names

Schedule B
Pledged Collateral