



Registration of a Charge

Company Name: **JUMP TRADING INTERNATIONAL LIMITED**

Company Number: **05976015**



Received for filing in Electronic Format on the: **12/08/2021**

XAAPG4Z6

Details of Charge

Date of creation: **06/08/2021**

Charge code: **0597 6015 0005**

Persons entitled: **JPMORGAN CHASE BANK, N.A.,**

Brief description:

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: **KATTEN MUCHIN ROSENMAN UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5976015

Charge code: 0597 6015 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th August 2021 and created by JUMP TRADING INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2021 .

Given at Companies House, Cardiff on 13th August 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PLEDGE AGREEMENT

dated as of

August 6, 2021

among

JUMP FINANCIAL, LLC,

THE OTHER GRANTORS PARTY HERETO

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

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PLEDGE AGREEMENT dated as of August 6, 2021 (this “Agreement”), among JUMP FINANCIAL, LLC, the other GRANTORS from time to time party hereto and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, including any successor thereto, the “Administrative Agent”).

Reference is made to the Credit Agreement dated as of August 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Jump Financial, LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors (other than the Borrower) are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement, and the provision of Secured Cash Management Agreements and Secured Hedge Agreements, and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit, and the Cash Management Banks and Hedge Banks to enter into Secured Cash Management Agreements and Secured Hedge Agreements. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. (a) Each capitalized term used but not defined herein shall have the meaning assigned thereto in the Credit Agreement; provided that each term defined in the New York UCC (as defined herein) and not otherwise defined in this Agreement or the Credit Agreement shall have the meaning specified in the New York UCC. The term “instrument” shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Administrative Agent” has the meaning assigned to such term in the preamble to this Agreement.

“Agreement” has the meaning assigned to such term in the preamble to this Agreement.

“Borrower” has the meaning assigned to such term in the introductory paragraph to this Agreement and shall include any Successor Borrower.

“Cash Management Agreement” means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

“Cash Management Bank” means any Person that, (x) with respect to any Cash Management Agreement existing on the Closing Date is, on the Closing Date, the Administrative Agent, a Lead Arranger, a Lender, or an Affiliate of the Administrative Agent, a Lead Arranger or a Lender or (y) with respect to a Cash Management Agreement entered into after the Closing Date, is at the time it enters

into a Cash Management Agreement, the Administrative Agent, a Lead Arranger, a Lender or an Affiliate of the Administrative Agent, a Lead Arranger or a Lender, in each case, in its capacity as a party to such Cash Management Agreement.

“Credit Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

“Excluded Equity Interests” has the meaning assigned to such term in Section 2.01.

“Federal Securities Laws” has the meaning assigned to such term in Section 4.04.

“Grantors” means (a) the Borrower, (b) each entity identified on Schedule I hereto on the Closing Date and (c) each Restricted Subsidiary that becomes a party to this Agreement as a Grantor after the Closing Date.

“Hedge Bank” means any Person that, (x) with respect to any Swap Agreement existing on the Closing Date, is the Administrative Agent, a Lender, a Lead Arranger or an Affiliate of the Administrative Agent, a Lead Arranger or a Lender or (y) with respect to any Swap Agreement entered into after the Closing Date, is the Administrative Agent, a Lender, a Lead Arranger or an Affiliate of the Administrative Agent, a Lead Arranger or a Lender, in each case, in its capacity as a party to such Swap Contract.

“Loan Document Obligations” means (a) the due and punctual payment by the Borrower of (i) the principal of and interest at the applicable rate or rates provided in the Credit Agreement (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding (or that would accrue but for the operation of bankruptcy or insolvency laws), regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations of the Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding (or that would have been incurred but for the operation of bankruptcy or insolvency laws), regardless of whether allowed or allowable in such proceeding), (b) the due and punctual payment and performance of all other obligations of the Borrower under or pursuant to each of the Loan Documents and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding (or that would have been incurred but for the operation of bankruptcy or insolvency laws), regardless of whether allowed or allowable in such proceeding).

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Perfection Certificate” means the Perfection Certificate dated the Closing Date delivered to the Administrative Agent pursuant to Section 4.01(f) of the Credit Agreement.

“Pledged Collateral” has the meaning assigned to such term in Section 2.01.

“Pledged Equity Interests” has the meaning assigned to such term in Section 2.01.

“Secured Cash Management Agreement” means any Cash Management Agreement that is entered into by and between the Borrower or any of the Restricted Subsidiaries and any Cash Management Bank that has been designated by the Borrower as a Secured Cash Management Agreement pursuant to a written notice to the Administrative Agent.

“Secured Cash Management Obligations” means the due and punctual payment and performance of any and all obligations (including interest and other monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) of the Borrower or any of the Restricted Subsidiaries under each Secured Cash Management Agreement.

“Secured Hedge Agreement” means any Swap Agreement permitted under Section 6.07 of the Credit Agreement that is entered into by and between the Borrower or any of the Restricted Subsidiaries and any Hedge Bank that has been designated by the Borrower as a Secured Hedge Agreement pursuant to a written notice to the Administrative Agent.

“Secured Hedge Obligations” means the due and punctual payment and performance of any and all obligations (including interest and other monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) of the Borrower or any of the Restricted Subsidiaries under each Secured Hedge Agreement.

“Secured Obligations” means (a) the Loan Document Obligations, (b) the Secured Cash Management Obligations and (c) the Secured Hedge Obligations; provided that the term “Secured Obligations” shall specifically exclude all Excluded Swap Obligations (as defined in the Guarantee Agreement).

“Secured Parties” means (a) each Lender, (b) the Administrative Agent, (c) the Hedge Banks, (d) the Cash Management Banks, (e) the other beneficiaries of the Loan Document Obligations and (f) the permitted successors and assigns of each of the foregoing.

“Supplement” means an instrument substantially in the form of Exhibit I hereto, or any other form reasonably satisfactory to the Administrative Agent; provided that in the case of a Supplement to be executed by a Foreign Subsidiary or which contains a pledge of Equity Interest in a Wholly Owned Restricted Subsidiary organized in jurisdictions outside the United States of America, such Supplement may contain such additional qualifications or limitations to be mutually agreed by the Borrower and the Administrative Agent (each acting reasonably) as are customary with respect to pledges provided by grantors in the jurisdiction in which such Foreign Subsidiary is organized or with respect to a pledge of Equity Interests of Persons organized in a jurisdiction outside the United States of America, in such jurisdiction.

“UCC” shall mean the New York UCC; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Administrative Agent’s and the Secured Parties’ security interest in any item or portion of the Pledged Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes

of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

“Wholly Owned Subsidiary” means, with respect to any Person at any date, a subsidiary of such Person of which securities or other ownership interests representing 100% of the Equity Interests (other than (a) directors’ qualifying shares and (b) nominal shares issued to foreign nationals to the extent required by applicable Requirements of Law) are, as of such date, owned, controlled or held by such Person or one or more Wholly Owned Subsidiaries of such Person or by such Person and one or more Wholly Owned Subsidiaries of such Person.

ARTICLE II

Pledge of Securities

SECTION 2.01. Pledge. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby charges, mortgages and pledges to the Administrative Agent, and its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, and its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor’s right, title and interest in, to and under (a)(i) the shares of capital stock, membership interests and other Equity Interests issued by each Wholly Owned Restricted Subsidiary owned by such Grantor, including, in any event, all Equity Interests issued by each entity under the heading “Issuer” on Schedule II hereto listed opposite the name of such Grantor on Schedule II hereto, (ii) any other Equity Interests of any Wholly Owned Restricted Subsidiary obtained in the future by such Grantor and (iii) the certificates or other instruments representing all such Equity Interests (if any) together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank; (collectively, the “Pledged Equity Interests”); provided that the Pledged Equity Interests shall not include, and the security interest granted hereunder shall not attach to, (1) voting Equity Interests constituting an amount greater than 65% of the voting Equity Interests of any Subsidiary that is a FSHCO or Foreign Subsidiary that is a CFC (other a Designated Foreign Subsidiary), (2) any Equity Interests in an Excluded Domestic Subsidiary, (3) any Equity Interest with respect to which the pledge of such Equity Interest hereunder would result in adverse tax consequences (including as a result of the operation of Section 956 of the Code or any similar law or regulation in any applicable jurisdiction) to the Borrower and the Restricted Subsidiaries as reasonably determined by the Borrower and notified in writing to the Administrative Agent, (4) any Equity Interest if, to the extent and for so long as the pledge of such Equity Interest hereunder is restricted or prohibited by any applicable Requirements of Law (other than to the extent that any such restriction or prohibition would be rendered ineffective pursuant to the Uniform Commercial Code of any applicable jurisdiction or any other applicable Requirements of Law); provided that such Equity Interest shall cease to be an Excluded Equity Interest at such time as such restriction or prohibition ceases to be in effect, (5) any Equity Interest the cost of creating or perfecting such pledges or security interests in respect of such Equity Interests, as reasonably determined by the Borrower and the Administrative Agent, shall be excessive in view of the benefits to be obtained by the Lenders therefrom (it being understood that the Borrower shall promptly notify the Administrative Agent in writing if the costs associated with creating and perfecting a security interest in any such Equity Interests are materially reduced, at which time, such Equity Interests shall cease to constitute Excluded Equity Interests hereunder (unless such Equity Interests otherwise constitute Excluded Equity Interests pursuant to another provision hereof) and the Grantors shall take all actions required hereunder with respect to such Equity Interests, as if such Equity Interests were newly acquired, (6) the Equity Interests in any Unrestricted Subsidiary, Immaterial Subsidiary, not-for profit Subsidiary, captive insurance Subsidiary or any Subsidiary that is a special purpose securitization vehicle and (7) any Equity Interest constituting margin stock (within the meaning of Regulation U of the Board of Governors, as in effect from time to time) (the Equity Interests

excluded pursuant to clauses (1) through (7) above being referred to as the “Excluded Equity Interests”); (b) all other property that may be delivered to and held by the Administrative Agent pursuant to the terms of this Section 2.01 and Section 2.02; (c) all payments of principal or interest, dividends, warrants, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of and all other Proceeds received in respect of, the securities and other property referred to in clauses (a) and (b) above; (d) all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b) and (c) above; and (e) all Proceeds of any of the foregoing to the extent such Proceeds would constitute property referred to in clauses (a) through (d) above (the items referred to in clauses (a) through (e) above (other than any Excluded Assets) being collectively referred to as the “Pledged Collateral”); provided that the Pledged Collateral shall not include, and the security interest granted hereunder shall not attach to, any Excluded Assets. The security interests granted pursuant to this Article II are granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Pledged Collateral.

SECTION 2.02. Delivery of the Pledged Collateral. (a) Each Grantor agrees to deliver or cause to be delivered to the Administrative Agent any and all certificates or instruments representing Pledged Equity Interests (i) within 10 days after the date hereof or such longer period agreed to by the Administrative Agent in its sole discretion (or, in the case of certificates or instruments representing Pledged Equity Interests of Subsidiaries organized in any jurisdiction outside the United States of America, within 60 days after the date hereof or such longer period agreed to by the Administrative Agent in its reasonable discretion), in the case of any such Pledged Equity Interests owned by such Grantor on the date hereof, and (ii) promptly (and in any event within 60 days after receipt by such Grantor or such longer period agreed to by the Administrative Agent in its reasonable discretion) after the acquisition thereof, in the case of any such Pledged Equity Interests acquired by such Grantor after the date hereof.

(b) Upon delivery to the Administrative Agent, (i) any certificate or instrument representing Pledged Equity Interests shall be accompanied by undated stock powers (if applicable), duly executed in blank or other undated instruments of transfer duly executed in blank and reasonably satisfactory to the Administrative Agent and by such other instruments and documents as the Administrative Agent may reasonably request in order to create, perfect or maintain the security interest intended to be created, perfected or maintained under the terms of this Agreement and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by undated proper instruments of assignment duly executed in blank by the applicable Grantor and such other instruments and documents as the Administrative Agent may reasonably request in order to create, perfect or maintain the security interest intended to be created, perfected or maintained under the terms of this Agreement.

SECTION 2.03. Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Administrative Agent, for the benefit of the Secured Parties, that:

(a) as of the Closing Date, Schedule II hereto sets forth a true and complete list, with respect to each Grantor, of (i) all the Equity Interests owned by such Grantor in any Wholly Owned Restricted Subsidiary (other than Excluded Equity Interests) and (ii) the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof constituting the Pledged Equity Interests owned by such Grantor;

(b) the Pledged Equity Interests have been duly and validly authorized and issued by the issuers thereof and are fully paid and nonassessable;

(c) except for the security interests granted hereunder and under any other Loan Documents, each of the Grantors (i) is and, subject to any transfers or redemptions or other transactions permitted under the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Equity Interests indicated on Schedule II hereto as owned by such Grantor, (ii) holds the same free and clear of all Liens, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement and in the case of any Equity Interests in any Cayman Islands exempted company, any liens under such company's organizational documents, (iii) will make no further assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement and transfers made in compliance with the Credit Agreement, and (iv) will defend its title or interest thereto or therein against any and all Liens (other than the Liens created by this Agreement and the other Loan Documents and Liens permitted pursuant to Section 6.02 of the Credit Agreement), however arising, of all Persons whomsoever;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally, the Pledged Equity Interests are and will continue to be freely transferable and assignable subject, in the case of Equity Interests of Broker Dealer Subsidiaries, to the approvals described in Section 5.16(a), and in the case of any Equity Interests in any Cayman Islands exempted company, to the approvals in Article 7 (*Transfer of Shares*) in such company's Articles of Association, and none of the Pledged Equity Interests are or will otherwise be subject to any option, right of first refusal, shareholders agreement, charter, by-law or other organizational document provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect in any manner adverse to the Secured Parties in any material respect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Administrative Agent of rights and remedies hereunder;

(e) no part of the Pledged Collateral consists of margin stock, as that term is defined under Regulation U of the Board of Governors of the Federal Reserve System;

(f) each of the Grantors has the requisite corporate, limited liability company or other organizational power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;

(g) by virtue of the execution of this Agreement, the Administrative Agent for the benefit of the Secured Parties will obtain a legal and valid lien upon and security interest in the Pledged Collateral, and upon delivery by the Grantors of the certificates (if any) evidencing any Pledged Equity Interests to the Administrative Agent in accordance with this Agreement and the filing of financing statements naming each Grantor as debtor and the Administrative Agent as secured party in the appropriate filing offices and containing the collateral description set forth in Schedule III, the security interest of the Administrative Agent for the benefit of the Secured Parties will be a perfected security interest free of any adverse claims, under the New York UCC to the extent such lien and security interest may be created and perfected under the New York UCC, as security for the payment and performance of the Secured Obligations;

(h) subject to the terms of this Agreement and to the extent permitted by applicable law, each Grantor hereby agrees that upon the occurrence and during the continuance of an Event of Default, (A) it will comply with instructions of the Administrative Agent with respect to the Equity Interests in such Grantor that constitute Pledged Equity Interests hereunder that are not certificated without further consent by the applicable owner or holder of such Equity Interests, (B) at the request of the Administrative Agent, each Grantor agrees to cause each Broker-Dealer

Subsidiary to (i) make any required filing or application with, and give any required notice to, any applicable Governmental Authority or Regulatory Supervising Organization that may be necessary to permit the Secured Parties and the Administrative Agent to acquire, exercise control over, transfer or otherwise exercise any rights provided under this Agreement over the Pledged Equity Interests of a Broker-Dealer Subsidiary, (ii) use its commercially reasonable efforts to pursue such filing, application or notice and obtain any required consent or approval as promptly as practicable, (iii) notify the Administrative Agent of any filing or notice that will be required and (iv) take such other actions as may be reasonably requested by the Administrative Agent to facilitate such acquisition, control or transfer of the Pledged Equity Interests of any Broker-Dealer Subsidiary and (C) each Grantor will obtain and cause to be obtained any approvals and consents requested by the Administrative Agent under any Organizational Documents of any Grantor or issuer of Pledged Equity to facilitate the acquisition, control or transfer of the Pledged Equity Interests by the Administrative Agent or otherwise allow the Administrative Agent to exercise any rights provided under this Agreement over the Pledged Equity; and

(i) the Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name and jurisdiction of organization of each Grantor as of the Closing Date, is correct and complete in all material respects as of the Closing Date. The Uniform Commercial Code financing statements or other appropriate filings, recordings or registrations prepared by the Administrative Agent based upon the information provided to the Administrative Agent in the Perfection Certificate for filing in the applicable governmental, municipal or other office (or specified by notice from the Borrower to the Administrative Agent after the Closing Date in the case of filings, recordings or registrations required by Section 5.03, 5.11 or 5.12 of the Credit Agreement), or in respect of any entity organized in England and Wales, this Agreement to be filed at the UK's Companies House, or in respect of any company incorporated in Singapore, the required stamping of this Agreement with the Inland Revenue Authority of Singapore and the making of the appropriate registrations of this Agreement with the Accounting and Corporate Regulatory Authority of Singapore, are all the filings, recordings and registrations that are necessary to establish a legal, valid and perfected security interest in favor of the Administrative Agent, for the benefit of the Secured Parties, in respect of all Pledged Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States, England and Wales and Singapore, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary, except as provided under applicable law with respect to the filing of continuation statements.

(j) The security interest granted pursuant to Section 2.01 of this Agreement constitutes (i) a legal and valid security interest in all the Pledged Collateral securing the payment and performance of the Secured Obligations and (ii) subject to the filings described in paragraph (i) of this Section 2.03, a perfected security interest in all Pledged Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States pursuant to the Uniform Commercial Code or in respect of any entity organized in England and Wales, by filing this Agreement at the UK's Companies House, or in respect of any company incorporated in Singapore, the required stamping of this Agreement with the Inland Revenue Authority of Singapore and the making of the appropriate registrations of this Agreement with the Accounting and Corporate Regulatory Authority of Singapore, and such security interest described in this clause (ii) shall be prior to any other Lien on any of the Pledged Collateral, other than Liens permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 2.04. Registration in Nominee Name; Denominations. If an Event of Default shall have occurred and be continuing and the Administrative Agent shall have notified the Grantors

of its intent to exercise such rights, the Administrative Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Interests in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Administrative Agent or in its own name as pledgee or in the name of its nominee (as pledgee or as sub-agent), and each Grantor will promptly give to the Administrative Agent copies of any notices or other communications received by it with respect to Pledged Equity Interests registered in the name of such Grantor. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall at all times have the right to exchange the certificates representing Pledged Equity Interests for certificates of smaller or larger denominations for any reasonable purpose consistent with this Agreement.

SECTION 2.05. Voting Rights; Dividends and Interest. (a) Unless and until an Event of Default shall have occurred and be continuing and the Administrative Agent shall have notified the Grantors that their rights under this Section 2.05 are being suspended:

(i) each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Equity Interests or any part thereof for any purpose not prohibited by the terms of this Agreement, the Credit Agreement and the other Loan Documents;

(ii) the Administrative Agent shall promptly execute and deliver to each Grantor, or cause to be promptly executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section; and

(iii) each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Equity Interests to the extent and only to the extent that such dividends, interest, principal and other distributions are not prohibited by the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Equity Interests, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests in the issuer of any Pledged Equity Interests or received in exchange for Pledged Equity Interests or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral and, if received by any Grantor, shall be held in trust for the benefit of the Administrative Agent and the other Secured Parties and shall be forthwith delivered to the Administrative Agent (with any necessary endorsements or stock powers and other instruments of transfer reasonably requested by the Administrative Agent).

(b) Upon the occurrence and during the continuance of an Event of Default, after the Administrative Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 2.05, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 2.05 shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 2.05 shall be held in trust for the benefit of the Administrative Agent and the other Secured Parties and shall be forthwith delivered to the Administrative Agent upon demand in the same form as so received (with any necessary endorsements or stock powers and other instruments of transfer reasonably

requested by the Administrative Agent). Any and all money and other property paid over to or received by the Administrative Agent pursuant to the provisions of this paragraph (b) shall be retained by the Administrative Agent in an account to be established by the Administrative Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 4.02. After all Events of Default have been cured or waived and the Borrower has delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower to that effect, the Administrative Agent shall promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 2.05 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Administrative Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 2.05, all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.05, and the obligations of the Administrative Agent under paragraph (a)(ii) of this Section 2.05, shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that, unless otherwise directed by the Required Lenders, the Administrative Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights. After all Events of Default have been cured or waived and the Borrower has delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower to that effect, all rights vested in the Administrative Agent pursuant to this paragraph (c) shall cease, and the Grantors shall have the exclusive right to exercise the voting and consensual rights and powers they would otherwise be entitled to exercise pursuant to paragraph (a)(i) of this Section 2.05.

(d) Any notice given by the Administrative Agent to the Grantors suspending their rights under paragraph (a) of this Section 2.05 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given with respect to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Administrative Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Administrative Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

SECTION 2.06. Article 8 Opt-In. No Grantor shall, after the date hereof, take any action to cause any membership interest, partnership interest, or other equity interest of any limited liability company or limited partnership owned or controlled by any Grantor and comprising Pledged Collateral to be or become a "security" within the meaning of, or to be governed by Article 8 of the UCC as in effect under the laws of any state having jurisdiction and shall not cause any such limited liability company or limited partnership to "opt in" or to take any other action seeking to establish any membership interest, partnership interest or other equity interest of such limited liability company or limited partnership comprising the Pledged Collateral as a "security" or to become certificated, in each case, without delivering all certificates, if any, evidencing such interest to the Administrative Agent in accordance with and as required by the provisions of Section 2.02.

ARTICLE III

Filings and Other Actions

SECTION 3.01. Filings. Each Grantor hereby irrevocably authorizes the Administrative Agent for the benefit of the Secured Parties at any time and from time to time to file in any

relevant jurisdiction this Agreement, any financing statements and continuation statements with respect to the Pledged Collateral or any part thereof and amendments thereto that (i) describe the collateral covered thereby in any manner that the Administrative Agent reasonably determines is necessary or advisable to ensure the perfection of the security interest in the Pledged Collateral granted under this Agreement, including in the manner set forth in Schedule III hereto, and (ii) contain the information required by Article 9 of the UCC or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization and the type of organization. Each Grantor agrees to provide such information to the Administrative Agent promptly upon request.

SECTION 3.02. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interests in the Pledged Collateral and the rights and remedies created hereby, including the payment of any fees and Taxes required in connection with the execution and delivery of this Agreement, the granting of the security interests in the Pledged Collateral and the filing of any financing statements or other documents in connection herewith or therewith.

ARTICLE IV

Remedies

SECTION 4.01. Remedies upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver, on demand, each item of Pledged Collateral to the Administrative Agent or any Person designated by the Administrative Agent, and it is agreed that the Administrative Agent shall have the right to exercise any and all rights and remedies afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Pledged Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. Each such purchaser at any sale of Pledged Collateral shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the applicable Grantors no less than 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Pledged Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Pledged Collateral or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Pledged Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Pledged Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Pledged Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at

the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Pledged Collateral is made on credit or for future delivery, the Pledged Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent and the other Secured Parties shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Pledged Collateral so sold and, in case of any such failure, such Pledged Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may (with the consent of the Administrative Agent, which may be withheld in its discretion) bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Pledged Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Pledged Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Pledged Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Pledged Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 4.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 4.02. Application of Proceeds. The Administrative Agent shall apply the amounts received in connection with exercise of remedies under the Loan Documents and the proceeds of any collection or sale of Pledged Collateral, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Secured Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Secured Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Secured Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Notwithstanding the foregoing, Secured Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be. Each Cash Management Bank or Hedge Bank not a party to the Credit Agreement that

has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article 8 of the Credit Agreement for itself and its Affiliates as if a "Lender" party hereto.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Pledged Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Pledged Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof. The Administrative Agent shall have no liability to any of the Secured Parties for actions taken in reliance on information supplied to it as to the amounts of unpaid principal and interest and other amounts outstanding with respect to the Secured Obligations.

SECTION 4.03. [Reserved]

SECTION 4.04. Securities Act. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Administrative Agent if the Administrative Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Administrative Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable blue sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Administrative Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Administrative Agent, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws to the extent the Administrative Agent has determined that such a registration is not required by any Requirement of Law and (b) may approach and negotiate with a limited number of potential purchasers (including a single potential purchaser) to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Administrative Agent and the other Secured Parties shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Administrative Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a limited number of purchasers (or a single purchaser) were approached. The provisions of this Section 4.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Administrative Agent sells.

ARTICLE V

Miscellaneous

SECTION 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

SECTION 5.02. Waivers; Amendment. (a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement; provided that the Administrative Agent may, without the consent of any Secured Party, consent to a departure by any Grantor from any covenant of such Grantor set forth herein to the extent such departure is consistent with the authority of the Administrative Agent set forth in the definition of the term “Collateral and Guarantee Requirement” in the Credit Agreement.

SECTION 5.03. Administrative Agent’s Fees and Expenses; Indemnification. (a) Each Grantor, jointly with the other Grantors and severally, agrees to reimburse the Administrative Agent for its fees and expenses incurred hereunder as provided in Section 9.03(a) of the Credit Agreement; provided that each reference therein to the “Borrower” shall be deemed to be a reference to “each Grantor”.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor, jointly with the other Grantors and severally, agrees to indemnify the Administrative Agent and the other Indemnitees against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonable and documented or invoiced out-of-pocket fees and expenses of any counsel for any Indemnitee (provided that such counsel shall be limited to one lead counsel and such local counsel (exclusive of any reasonably necessary special counsel) as may reasonably be deemed necessary by the Indemnitees in each relevant jurisdiction and, in the case of an actual or perceived conflict of interest, one additional counsel per similarly situated affected parties), incurred by or asserted against any Indemnitee by any third party or by the Borrower or any Subsidiary arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by the Borrower or any Subsidiary and regardless of

whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities, costs or related expenses (x) resulted from the gross negligence, bad faith or willful misconduct of such Indemnatee or its Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable judgment), (y) resulted from a material breach of the Loan Documents by such Indemnatee or its Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable judgment) or (z) arise from disputes between or among Indemnitees that do not involve an act or omission by the Borrower or any Restricted Subsidiary, except that the Administrative Agent and each Lead Arranger shall be indemnified in their capacities as such with respect to any dispute under this clause (z), to the extent the indemnification provisions above would otherwise result in such indemnification; provided, further, that this Section 5.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim. None of the Loan Parties or their respective Subsidiaries or Affiliates shall be liable for any indirect, special, punitive or consequential damages under this Section 5.03 or otherwise; provided that this sentence shall not limit the indemnification obligations to the extent such indirect, special, punitive or consequential damages are included in any claim by any third party with respect to which the applicable Indemnatee is otherwise entitled to indemnification under this Section 5.03(b).

(c) To the fullest extent permitted by applicable law, no Grantor shall assert, and each Grantor hereby waives, any claim against any Indemnatee (i) for any direct or actual damages arising from the use by unintended recipients of information or other materials distributed to such unintended recipients by such Indemnatee through telecommunications, electronic or other information transmission systems (including the Internet) in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such direct or actual damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of, or a material breach of the Loan Documents by, such Indemnatee or its Related Parties or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions or any Loan or the use of the proceeds thereof.

(d) The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby or thereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of any Secured Party. All amounts due under this Section shall be payable not later than 30 days after written demand therefor; provided, however, any Indemnatee shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that such Indemnatee was not entitled to indemnification with respect to such payment pursuant to this Section 5.03. Any such amounts payable as provided hereunder shall be additional Secured Obligations.

SECTION 5.04. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns, in each case subject to Section 5.06.

SECTION 5.05. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in this Agreement, any other Loan Document, any Secured Cash

Management Agreement or Secured Hedge Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement, any other Loan Document, any Secured Cash Management Agreement or Secured Hedge Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Loan Documents, any Secured Cash Management Agreement or Secured Hedge Agreement and the making of any Loans, regardless of any investigation made by or on behalf of any Secured Party and notwithstanding that the Administrative Agent, any Lender or any other Secured Party may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement or any other Loan Document, and shall continue in full force and effect until such time as (a) all the Loan Document Obligations (excluding contingent obligations as to which no claim has been made) have been paid in full in cash and (b) all Commitments have terminated or expired.

SECTION 5.06. Counterparts; Effectiveness; Several Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall be deemed an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Grantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Agreement and the Credit Agreement (provided that this provision shall not restrict the merger, consolidation or similar transaction in respect of any Grantor which is not prohibited under the Credit Agreement). This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 5.08. [Reserved].

SECTION 5.09. Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent. (a) This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting 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 for recognition or enforcement of any judgment, and each of the parties hereto 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, 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. Notwithstanding the foregoing, nothing in any Loan Document shall affect any right the Administrative Agent or any Lender may otherwise have to bring any action or proceeding to enforce any award or judgment or exercise any rights under the Security Documents against any Collateral in any other forum in which Collateral is located.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in the first sentence of paragraph (b) of this Section. Each of the parties hereto 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) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement will affect the right of any party to this Agreement or any other Loan Document to serve process in any other manner permitted by law.

(e) Each Grantor (other than the Borrower) hereby irrevocably designates, appoints and empowers the Borrower as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any such action or proceeding.

SECTION 5.10. WAIVER OF JURY TRIAL. 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 5.10.

SECTION 5.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.12. Security Interest Absolute. All rights of the Administrative Agent hereunder, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee securing or guaranteeing all or any of the Secured Obligations or (d) any other circumstance that

might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement.

SECTION 5.13. Termination or Release. (a) This Agreement shall automatically terminate and all security interests granted hereby shall automatically be released and terminated when (i) all the Loan Document Obligations (excluding contingent obligations as to which no claim has been made) have been paid in full in cash and (ii) all Commitments have terminated or expired.

(b) All security interests granted hereby shall also automatically terminate and be released at the time or times and in the manner set forth in Section 9.14 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release so long as the applicable Loan Party shall have provided the Administrative Agent such certifications or documents as the Administrative Agent shall reasonably request in order to demonstrate compliance with this Section 5.13. Any execution and delivery of documents by the Administrative Agent pursuant to this Section shall be without recourse to or warranty by the Administrative Agent.

SECTION 5.14. Additional Grantors. The Grantors shall cause the Successor Borrower and each Subsidiary Loan Party which, from time to time, after the date hereof shall be required to pledge any Equity Interests to the Administrative Agent for the benefit of the Secured Parties pursuant to the Credit Agreement to execute and deliver to the Administrative Agent a Supplement within thirty (30) days of the date on which it was acquired, created or otherwise required to become a Grantor hereunder (or such later date as may be reasonably agreed to by the Administrative Agent). Upon execution and delivery by the Successor Borrower or a Subsidiary Loan Party of a Supplement, the Subsidiary Borrower or such Subsidiary Loan Party shall become a Grantor hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of a Successor Borrower or any Subsidiary Loan Party as a party to this Agreement.

SECTION 5.15. Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Administrative Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, but only upon the occurrence and during the continuance of an Event of Default and following notice by the Administrative Agent to the Borrower of its intent to exercise such rights, with full power of substitution either in the Administrative Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Pledged Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Pledged Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Pledged Collateral or to enforce any rights in respect of any Pledged Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Pledged Collateral; (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Pledged Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative

Agent were the absolute owner of the Pledged Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Administrative Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent, or to present or file any claim or notice, or to take any action with respect to the Pledged Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Administrative Agent shall be accountable only for amounts actually received as a result of the exercise of the powers granted to it herein, and its officers, directors, employees or agents shall not be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of any of their Affiliates or their Affiliates' respective directors, officers, employees, counsel, agents or attorneys-in-fact or a material breach of the Loan Documents by any of the foregoing persons.

SECTION 5.16. Broker Dealer Compliance.

(a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, no party hereto shall take any actions hereunder that would constitute or result in a transfer or assignment of any Broker-Dealer Subsidiary or any Equity Interests of a Broker-Dealer Subsidiary, or a change of control over such Broker-Dealer Subsidiary, in each case, requiring the application to and/or prior approval of FINRA or any other Regulatory Supervising Organization without first making such application and/or obtaining such prior approval, to the extent required, of such Regulatory Supervising Organization.

(b) Without limiting the obligations of any party under Section 2.03(h)(B), if an Event of Default shall have occurred and be continuing and the Administrative Agent shall have notified the Borrower that it intends to enforce its rights under Section 4.01, the Administrative Agent is empowered to seek from FINRA or any other Regulatory Supervising Organization, to the extent required, consent to or approval of any involuntary transfer of control of any entity whose Pledged Collateral is subject to this Agreement for the purpose of seeking a bona fide purchaser to whom control ultimately will be transferred. The Borrower and the other Grantors agree to cooperate with any such purchaser and with the Administrative Agent in the preparation, execution and filing of any forms and providing any information that may be necessary in obtaining such consent to the assignment to such purchaser of the Pledged Collateral. The Borrower and each Grantor hereby agree to consent to any such voluntary or involuntary transfer after and during the continuation of an Event of Default and following delivery by the Administrative Agent of the notice described above, as long as not revoked or rescinded. The Borrower and each Grantor shall cooperate fully in obtaining the consent of FINRA and the approval or consent of each applicable Regulatory Supervising Organization required to effectuate the foregoing.

SECTION 5.17. Cash Management Banks and Hedge Banks. No Cash Management Bank or Hedge Bank that obtains the benefits of Section 4.02, any Guarantee or any Collateral by virtue of the provisions hereof or of any Guarantee or any Security Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any provision of the Credit Agreement or this Agreement to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Secured Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements unless the Administrative Agent has received written notice of such Secured Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

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

GRANTORS:

JUMP FINANCIAL, LLC,

By:


Name: Colleen Hickey
Title: Authorized Signatory

JUMP TRADING HOLDINGS, LLC
JUMP ALGORITHMS, LLC
JUMP OPERATIONS, LLC
JUMP SYSTEMS, LLC
LEAP GP LLC
JUMP PV LLC
JUMP ENERGY 2, LLC
JUMP LIQUIDITY, LLC

By:


Name: Colleen Hickey
Title: Authorized Signatory

[SIGNATURE PAGE TO PLEDGE AGREEMENT]

JUMP TRADING INTERNATIONAL
LIMITED

By:



Signature of Director

Peter Deaner

Full Name of Director:

By:



Signature of Director

Colleen Hickey

Full Name of Director

[SIGNATURE PAGE TO PLEDGE AGREEMENT]

JUMP OPERATIONS AUSTRALIA PTY.
LTD. ACN 640 717 746 in accordance with
section 127 of the Corporations Act 2001 (Cth)

By: 

Signature of Director

Juncal Hernan

Full Name of Director

By: 

Signature of Company Secretary/Director

John Humpherys

Full Name of Company Secretary/Director

[SIGNATURE PAGE TO PLEDGE AGREEMENT]

JTP HOLDINGS PTE. LTD.

By:



Signature of Director

Phuong Thanh Trinh

Full Name of Director:

JUMP TRADING PACIFIC PTE. LTD.

By:



Signature of Director

Phuong Thanh Trinh

Full Name of Director:

[SIGNATURE PAGE TO PLEDGE AGREEMENT]

JUMP SOLUTIONS FRANCE S.A.S.

By:



Name: Peter Carl Horsburgh Deaner
Title: Director

[SIGNATURE PAGE TO PLEDGE AGREEMENT]

JUMP TRADING GLOBAL LTD.

By: 

Name: John Humpherys

Title: Director

JUMP TRADING CAYMAN LTD.

By: 

Name: Rupert Godber

Title: Director

JUMP TRADING CREDIT LTD.

By: 

Name: Matthew Hinerfeld

Title: Director

[SIGNATURE PAGE TO PLEDGE AGREEMENT]

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 

Name: LED LAI

Title MANAGING DIRECTOR

:

[SIGNATURE PAGE TO PLEDGE AGREEMENT]

GRANTORS

Name	Jurisdiction of Formation
Jump Financial, LLC	Delaware
Jump Trading Holdings, LLC	Delaware
Jump Algorithms, LLC	Delaware
Jump Operations, LLC	Delaware
Jump Systems, LLC	Delaware
Leap GP LLC	Delaware
Jump PV LLC	Delaware
Jump Energy 2, LLC	Delaware
Jump Liquidity, LLC	Delaware
Jump Trading Global Ltd.	Cayman Islands
Jump Trading International Limited	England and Wales
Jump Solutions France S.A.S	France
JTP Holdings Pte. Ltd.	Singapore
Jump Trading Pacific Pte. Ltd.	Singapore
Jump Operations Australia Pty Ltd (ACN 640 717 746)	Australia
Jump Trading Cayman Ltd.	Cayman Islands
Jump Trading Credit Ltd.	Cayman Islands

PLEDGED EQUITY INTERESTS

Issuer	Grantor	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests
Leap GP LLC (Delaware)	Jump Financial, LLC (Delaware)	N/A	N/A	100%
Jump Systems, LLC (Delaware)	Jump Financial, LLC (Delaware)	N/A	N/A	100%
Jump Systems Germany GmbH (Germany)	Jump Systems, LLC (Delaware)	N/A	25,000 shares of 1 EUR each	100%
Hallasan Korea Limited (Korea)	Jump Financial, LLC (Delaware)	N/A	Registered capital of 710,000,000 Korean Won	100%
Jump Operations, LLC (Delaware)	Jump Financial, LLC (Delaware)	N/A	N/A	100%
Jump Operations Japan GK (Japan)	Jump Financial, LLC (Delaware)	N/A	Registered capital of 20,000,000 Japanese Yen	100%
Jump Operations Brazil Ltd. (Brazil)	Jump Operations, LLC (Delaware)	N/A	N/A	100%
Jump Algorithms, LLC (Delaware)	Jump Financial, LLC (Delaware)	N/A	N/A	100%
Jump Trading Holdings, LLC (Delaware)	Jump Financial, LLC (Delaware) – the sole “Full Member” of Jump Trading Holdings, LLC	N/A	“Full Member” Interests in Jump Trading Holdings, LLC	100% Percentage Interest of the “Full Member” Membership Interests of Jump Trading Holdings, LLC
Jump PV LLC (Delaware)	Jump Financial, LLC (Delaware)	N/A	N/A	100%

Jump Trading Global Ltd. (fka, JGL Ltd.) (Cayman Islands)	Jump Trading Holdings, LLC (Delaware)	No Certificate Issued	1 Ordinary Share	100%
Jump Trading Hong Kong Ltd. (Hong Kong)	Jump Trading Global Ltd. (fka, JGL Ltd.) (Cayman Islands)	Certificate 1: Certificate 2:	1 Ordinary Share 11,999,999 Ordinary Shares	100%
Jump Trading Futures, LLC (Delaware)	Jump Trading Holdings, LLC (Delaware)	N/A	N/A	100%
Jump Trading International Limited (England and Wales)	Jump Trading Holdings, LLC (Delaware)	Certificate 6:	5,000,000 Ordinary Shares of 1 GBP each	100%
Jump Solutions France S.A.S (France)	Jump Trading International Limited (England and Wales)	N/A	1,000,050 Ordinary Shares of 1 EUR each	100%
Jump M.E. Operations Israel Ltd (Israel)	Jump Trading International Limited (England and Wales)	Certificate 0-1:	1,477,802 Ordinary Shares	100%
Jump Trading Europe B.V. (Netherlands)	Jump Trading Holdings, LLC (Delaware)	N/A	1 Ordinary Share at par value of 1 USD	100%
JTP Holdings Pte. Ltd. (Singapore)	Jump Trading Holdings, LLC (Delaware)	Certificate 1: Certificate 2: Certificate 3:	1 Ordinary Share 1,999,999 Ordinary Shares 54,534,389 Ordinary Shares	100%
Yue Shen Inv't. Advisory Services (Shanghai) Co. Ltd (China)	JTP Holdings Pte. Ltd. (Singapore) - Investment in full	N/A	Registered capital of USD2,100,000	100%

Jump Trading Pacific Pte. Ltd. (Singapore)	JTP Holdings Pte. Ltd. (Singapore)	Certificate 9: Certificate 10:	22,000,000 Ordinary Shares 1 Ordinary Share	100%
Jump Trading Financial India Private Ltd. (India)	JTP Holdings Pte. Ltd. (Singapore) Jump Trading Pacific Pte. Ltd. (Singapore)	Certificate 1: Certificate 2: Certificate 3: Certificate 4: Certificate 5: Certificate 6:	9,990 Equity Shares 10 Equity Shares 4,500,000 Equity Shares 25,200,000 Equity Shares 37,500,000 Equity Shares 22,500,000 Equity Shares	99.99999% - JTP Holdings Pte. Ltd. (Singapore) 0.00001% - Jump Trading Pacific Pte. Ltd. (Singapore) - (10 shares out of 89,710,000 shares issued)
Jump Operations Australia Pty Ltd (New South Wales, Australia)	JTP Holdings Pte. Ltd. (Singapore)	Certificate 1:	475,000 Ordinary Shares	100%
Jump Trading, LLC (Delaware)	Jump Trading Holdings, LLC (Delaware)	N/A	N/A	100%
JTL Services, Ltd (England and Wales)	Jump Trading Holdings, LLC (Delaware)	Certificate 2:	1 Ordinary Share of 1 GBP	100%
Jump Trading Cayman Ltd. (Cayman Islands)	Jump Trading Holdings, LLC (Delaware)	No Certificate Issued	1 Ordinary Share	100%

Jump Liquidity, LLC (Delaware)	Jump Trading Holdings, LLC (Delaware)	N/A	N/A	100%
Jump Energy 2, LLC (Delaware)	Jump Trading Holdings, LLC (Delaware)	N/A	N/A	100%
Jump Trading Credit Ltd. (Cayman Islands)	Jump Trading Holdings, LLC (Delaware)	No Certificate Issued	1 Ordinary Share (Voting)	100%
Jump Execution, LLC (Delaware)	Jump Trading Holdings, LLC (Delaware)	N/A	N/A	100%
2946185 Cayman Ltd. (Cayman Islands)	Jump Financial, LLC (Delaware)	N/A	1 Ordinary Share	100%
Jump Pacific Investments Ltd. (Cayman Islands)	Jump Trading Pacific Pte. Ltd. (Singapore)	N/A	1 Ordinary Share	100%

FINANCING STATEMENT COLLATERAL DESCRIPTION

This financing statement covers all of Debtor's right, title and interest in, to and under (a)(i) the shares of capital stock, membership interests and other Equity Interests issued by each Wholly Owned Restricted Subsidiary owned by the Debtor, including, in any event, all Equity Interests issued by each entity under the heading "Issuer" on Schedule II to the Pledge Agreement, as supplemented from time to time, listed opposite the name of the Debtor on Schedule II to the Pledge Agreement, as supplemented from time to time; a copy of Schedule II to the Pledge Agreement as in effect on the date hereof is attached as Schedule I hereto, (ii) any other Equity Interests of any Wholly Owned Restricted Subsidiary obtained in the future by the Debtor and (iii) the certificates or other instruments representing all such Equity Interests (if any) together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank; (b) all other property that may be delivered to and held by the Administrative Agent; (c) all payments of principal or interest, dividends, warrants, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of and all other Proceeds received in respect of, the securities and other property referred to in clauses (a) and (b) above; (d) all rights and privileges of the Debtor with respect to the securities and other property referred to in clauses (a), (b) and (c) above; and (e) all Proceeds of any of the foregoing to the extent such Proceeds would constitute property referred to in clauses (a) through (d) above.

The following terms shall have the following meanings for purposes of this Annex A:

"Administrative Agent" means JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, including any successor thereto.

"Affiliate" means, with respect to a specified Person, another Person that directly or indirectly Controls or is Controlled by or is under common Control with the Person specified.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act.

"Borrower" means Jump Financial, LLC.

"Closing Date" means August 6, 2021.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Credit Agreement" means the Credit Agreement, dated as of August 6, 2021, among the Borrower, the lenders from time to time party thereto and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

“GAAP” means generally accepted accounting principles in the United States of America, as in effect from time to time but subject to Section 1.04 of the Credit Agreement.

“Governmental Authority” means the government of the United States of America or any other nation, or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Pledge Agreement” means the Pledge Agreement dated as of the Closing Date among each Loan Party party thereto and the Administrative Agent, as supplemented, amended or otherwise modified from time to time.

“Regulatory Supervising Organization” means any of (a) the SEC, (b) the Financial Industry Regulatory Authority, (c) the Commodity Futures Trading Commission, (d) the U.K. Financial Services Authority, (e) the Hong Kong Securities and Futures Commission and (f) any other U.S. or foreign governmental or self-regulatory organization, exchange, clearing house or financial regulatory authority of which any Subsidiary is a member or to whose rules it is subject.

“Requirements of Law” means, with respect to any Person, any statutes, laws (common, statutory or otherwise), treaties, rules, regulations (including any official interpretations thereof), orders, decrees, writs, injunctions or determinations of any arbitrator or court or other Governmental Authority or Regulatory Supervising Organization, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Restricted Subsidiary” means any Subsidiary other than an Unrestricted Subsidiary.

“SEC” means the Securities and Exchange Commission or any Governmental Authority succeeding to any of its principal functions.

“subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent and one or more subsidiaries of the

parent, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” means, unless otherwise specified, any subsidiary of the Borrower.

“Unrestricted Subsidiary” means any Subsidiary designated by the Borrower as an Unrestricted Subsidiary pursuant to Section 5.13(a) of the Credit Agreement subsequent to the Closing Date.

“Wholly Owned Restricted Subsidiary” means any Restricted Subsidiary that is a Wholly Owned Subsidiary.

“Wholly Owned Subsidiary” means, with respect to any Person at any date, a subsidiary of such Person of which securities or other ownership interests representing 100% of the Equity Interests (other than (a) directors’ qualifying shares and (b) nominal shares issued to foreign nationals to the extent required by applicable Requirements of Law) are, as of such date, owned, controlled or held by such Person or one or more Wholly Owned Subsidiaries of such Person or by such Person and one or more Wholly Owned Subsidiaries of such Person.

The term “Proceeds” shall have the meaning specified in Article 9 of the New York UCC.

Schedule I

Issuer	Grantor	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests
Leap GP LLC (Delaware)	Jump Financial, LLC (Delaware)	N/A	N/A	100%
Jump Systems, LLC (Delaware)	Jump Financial, LLC (Delaware)	N/A	N/A	100%
Jump Systems Germany GmbH (Germany)	Jump Systems, LLC (Delaware)	N/A	25,000 shares of 1 EUR each	100%
Hallasan Korea Limited (Korea)	Jump Financial, LLC (Delaware)	N/A	Registered capital of 710,000,000 Korean Won	100%
Jump Operations, LLC (Delaware)	Jump Financial, LLC (Delaware)	N/A	N/A	100%
Jump Operations Japan GK (Japan)	Jump Financial, LLC (Delaware)	N/A	Registered capital of 20,000,000 Japanese Yen	100%
Jump Operations Brazil Ltd. (Brazil)	Jump Operations, LLC (Delaware)	N/A	N/A	100%
Jump Algorithms, LLC (Delaware)	Jump Financial, LLC (Delaware)	N/A	N/A	100%
Jump Trading Holdings, LLC (Delaware)	Jump Financial, LLC (Delaware) – the sole “Full Member” of Jump Trading Holdings, LLC	N/A	“Full Member” Interests in Jump Trading Holdings, LLC	100% Percentage Interest of the “Full Member” Membership Interests of Jump Trading Holdings, LLC
Jump PV LLC (Delaware)	Jump Financial, LLC (Delaware)	N/A	N/A	100%
Jump Trading Global Ltd. (fka, JGL Ltd.) (Cayman Islands)	Jump Trading Holdings, LLC (Delaware)	No Certificate Issued	1 Ordinary Share	100%

Jump Trading Hong Kong Ltd. (Hong Kong)	Jump Trading Global Ltd. (fka, JGL Ltd.) (Cayman Islands)	Certificate 1: Certificate 2:	1 Ordinary Share 11,999,999 Ordinary Shares	100%
Jump Trading Futures, LLC (Delaware)	Jump Trading Holdings, LLC (Delaware)	N/A	N/A	100%
Jump Trading International Limited (England and Wales)	Jump Trading Holdings, LLC (Delaware)	Certificate 6:	5,000,000 Ordinary Shares of 1 GBP each	100%
Jump Solutions France S.A.S (France)	Jump Trading International Limited (England and Wales)	N/A	1,000,050 Ordinary Shares of 1 EUR each	100%
Jump M.E. Operations Israel Ltd (Israel)	Jump Trading International Limited (England and Wales)	Certificate 0-1:	1,477,802 Ordinary Shares	100%
Jump Trading Europe B.V. (Netherlands)	Jump Trading Holdings, LLC (Delaware)	N/A	1 Ordinary Share at par value of 1 USD	100%
JTP Holdings Pte. Ltd. (Singapore)	Jump Trading Holdings, LLC (Delaware)	Certificate 1: Certificate 2: Certificate 3:	1 Ordinary Share 1,999,999 Ordinary Shares 54,534,389 Ordinary Shares	100%
Yue Shen Inv't. Advisory Services (Shanghai) Co. Ltd (China)	JTP Holdings Pte. Ltd. (Singapore) – Investment in full	N/A	Registered capital of USD2,100,000	100%

Jump Trading Pacific Pte. Ltd. (Singapore)	JTP Holdings Pte. Ltd. (Singapore)	Certificate 9: Certificate 10:	22,000,000 Ordinary Shares 1 Ordinary Share	100%
Jump Trading Financial India Private Ltd. (India)	JTP Holdings Pte. Ltd. (Singapore) Jump Trading Pacific Pte. Ltd. (Singapore)	Certificate 1: Certificate 2: Certificate 3: Certificate 4: Certificate 5: Certificate 6:	9,990 Equity Shares 10 Equity Shares 4,500,000 Equity Shares 25,200,000 Equity Shares 37,500,000 Equity Shares 22,500,000 Equity Shares	99.99999% - JTP Holdings Pte. Ltd. (Singapore) 0.00001% - Jump Trading Pacific Pte. Ltd. (Singapore) - (10 shares out of 89,710,000 shares issued)
Jump Operations Australia Pty Ltd (New South Wales, Australia)	JTP Holdings Pte. Ltd. (Singapore)	Certificate 1:	475,000 Ordinary Shares	100%
Jump Trading, LLC (Delaware)	Jump Trading Holdings, LLC (Delaware)	N/A	N/A	100%
JTL Services, Ltd (England and Wales)	Jump Trading Holdings, LLC (Delaware)	Certificate 2:	1 Ordinary Share of 1 GBP	100%

Jump Trading Cayman Ltd. (Cayman Islands)	Jump Trading Holdings, LLC (Delaware)	No Certificate Issued	1 Ordinary Share	100%
Jump Liquidity, LLC (Delaware)	Jump Trading Holdings, LLC (Delaware)	N/A	N/A	100%
Jump Energy 2, LLC (Delaware)	Jump Trading Holdings, LLC (Delaware)	N/A	N/A	100%
Jump Trading Credit Ltd. (Cayman Islands)	Jump Trading Holdings, LLC (Delaware)	No Certificate Issued	1 Ordinary Share (Voting)	100%
Jump Execution, LLC (Delaware)	Jump Trading Holdings, LLC (Delaware)	N/A	N/A	100%
2946185 Cayman Ltd. (Cayman Islands)	Jump Financial, LLC (Delaware)	N/A	1 Ordinary Share	100%
Jump Pacific Investments Ltd. (Cayman Islands)	Jump Trading Pacific Pte. Ltd. (Singapore)	N/A	1 Ordinary Share	100%

Exhibit I to the
Pledge Agreement

SUPPLEMENT NO. ___ dated as of ____, 20__ (this “Supplement”), to the Pledge Agreement dated as of August 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge Agreement”), among JUMP FINANCIAL, LLC, (the “Borrower”), the other GRANTORS from time to time party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”).

A. Reference is made to (a) the Credit Agreement dated as of August 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent and (b) the Pledge Agreement.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge Agreement, and if not defined therein, such terms shall have the meanings assigned to such terms in the Credit Agreement.

C. The Grantors have entered into the Pledge Agreement in order to induce the Lenders to make Loans. Section 5.14 of the Pledge Agreement provides that additional Subsidiary Loan Parties may become Grantors under the Pledge Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Pledge Agreement as consideration for Loans previously made.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Pledge Agreement, the New Grantor by its signature below becomes a Grantor under the Pledge Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby (a) agrees to all the terms and provisions of the Pledge Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct in all material respects on and as of the date hereof; provided that, to the extent such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; provided, further that any representation and warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language is true and correct in all respects. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations (as defined in the Pledge Agreement), does hereby create and grant to the Administrative Agent, and its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on all of the New Grantor’s right, title and interest in, to and under the Pledged Collateral (as defined in the Pledge Agreement). Each reference to a “Grantor” in the Pledge Agreement shall be deemed to include the New Grantor. The Pledge Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability of such obligations may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors’ rights generally.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement. This Supplement shall become effective as to the New Grantor when a counterpart hereof executed on behalf of the New Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the New Grantor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of the New Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that the New Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein (and any such assignment or transfer shall be void) except as expressly provided in this Supplement, the Pledge Agreement and the Credit Agreement (provided that this provision shall not restrict the merger, consolidation or similar transaction in respect of any Grantor which is not prohibited under the Credit Agreement).

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a schedule with the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office (or in the equivalent office in the relevant jurisdiction), [(b) set forth on Schedule II attached hereto is a schedule with the true and correct place of business of the New Grantor, if it has only one place of business, and its chief executive office if it has more than one place of business]¹, (c) Schedule III sets forth a true and complete list, with respect to the New Grantor, of all the Equity Interests (other than Excluded Equity Interests) owned by the New Grantor in any Wholly Owned Restricted Subsidiary and the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by the Pledged Equity Interests pledged by the New Grantor, (d) Schedule IV sets forth a true and complete list of any other corporate or organizational names of the New Grantor (or any other business or organization to which the New Grantor became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise) has had and each transaction in which the New Grantor acquired Collateral outside the ordinary course of trading in securities, in each case, in the past five years, together with the date of the relevant change or transaction and (e) Schedule V sets forth a true and complete list of all other names used by it on any filings with the Internal Revenue Service at any time within the five years preceding the date hereof.

SECTION 5. The New Grantor hereby irrevocably authorizes the Administrative Agent for the benefit of the Secured Parties at any time and from time to time to file in any relevant jurisdiction this Agreement, any financing statements and continuation statements with respect to the Pledged Collateral pledged by it or any part thereof and amendments thereto that (i) describe the collateral covered thereby in any manner that the Administrative Agent reasonably determines is necessary or advisable to ensure the perfection of the security interest in the Pledged Collateral granted under this Supplement, including in the manner set forth in Schedule VI hereto, and (ii) contain the information required by Article 9 of the UCC or the analogous legislation of each applicable jurisdiction for the filing of this Agreement, any financing statement or amendment, including whether the New Grantor is an organization and the type of organization. The New Grantor agrees to provide such information to the Administrative Agent promptly upon request.

¹To be included if New Grantor is Foreign Subsidiary.

SECTION 6. [Limitations, if any]² [The obligations and liabilities of any Grantor incorporated in France (a "French Grantor") under this Agreement shall not include any obligation or liability which if incurred would constitute the provision of financial assistance within the meaning of article L. 225 216 of the French Commercial Code (*Code de Commerce*) or/and would constitute a misuse of corporate assets within the meaning of article L. 241 3, L. 242 6 or L. 244 1 of the French Commercial Code (*Code de Commerce*) or any other law or regulations having the same effect, as interpreted from time to time by French courts. Furthermore, the obligations and liabilities of each French Grantor under this Agreement as security for the obligations of any other Borrower which is not a Subsidiary of such French Grantor shall be limited, at any time to an amount equal to the aggregate of all amounts borrowed under the Credit Agreement by such other Borrower to the extent directly or indirectly on lent to such French Grantor under intra group loan agreements or shareholder's advance (*avance en compte courant d'associé*) and outstanding at the date a payment is to be made by such French Grantor under this Agreement, it being specified that any payment made by such French Grantor under this Agreement and/or under the Guarantee Agreement in respect of the obligations of such Borrower shall reduce pro tanto the outstanding amount of the intercompany loans or shareholder's advance (*avance en compte courant d'associé*) due by such French Grantor under the intra group loan agreements, or shareholder's advance (*avance en compte courant d'associé*) or any similar arrangements referred to above].³

SECTION 7. Except as expressly supplemented hereby, the Pledge Agreement shall remain in full force and effect.

SECTION 8. This Supplement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 9. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 10. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Pledge Agreement.

SECTION 11. The New Grantor agrees to reimburse the Administrative Agent for its fees and expenses incurred hereunder and under the Pledge Agreement as provided in Section 9.03(a) of the Credit Agreement; provided that each reference therein to the "Borrower" shall be deemed to be a reference to "the New Grantor".

² To be included if New Grantor is Foreign Subsidiary. See definition of "Supplement" in the Pledge Agreement.

³ To be included if New Grantor is a Foreign Subsidiary formed under the laws of France.

IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement to the Pledge Agreement as of the day and year first above written.

[NEW GRANTOR],

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

By: _____
Name:
Title:

[SIGNATURE PAGE TO SUPPLEMENT TO PLEDGE AGREEMENT]

Schedule I
to Supplement No. __ to the
Pledge Agreement

NEW GRANTOR INFORMATION

Name	Jurisdiction of Formation	Chief Executive Office

NEW GRANTOR INFORMATION

Name	Principal Place of Business/Chief Executive Office ⁴

⁴To be included if New Grantor is Foreign Subsidiary

Schedule III
to Supplement No. __ to the
Pledge Agreement

PLEDGED EQUITY INTERESTS

Issuer	Grantor	Number of Certificate	Number and Class of Equity Interests	Percentage of Equity Interests

Schedule IV
to Supplement No. __ to the
Pledge Agreement

Prior Organizational Names

Schedule V
to Supplement No. __ to the
Pledge Agreement

Other Names on IRS Filings; Changes in Jurisdiction

Schedule VI
to Supplement No. __ to the
Pledge Agreement

FINANCING STATEMENT COLLATERAL DESCRIPTION