Companies House

MR01(ef)

Registration of a Charge

Company Name: **ELECTRIFY VIDEO PARTNERS OPS LIMITED**
Company Number: **13775864**

Received for filing in Electronic Format on the: **24/09/2025**

XEBSLJIR

Details of Charge

Date of creation: **22/09/2025**

Charge code: **1377 5864 0005**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

Contains fixed charge(s).

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: **PROSKAUER ROSE (LONDON) LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13775864

Charge code: 1377 5864 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd September 2025 and created by ELECTRIFY VIDEO PARTNERS OPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th September 2025 .

Given at Companies House, Cardiff on 26th September 2025

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

Execution Version

This Pledge Agreement is subject to, and has the benefit of, an Intercreditor Agreement dated as of September 22, 2025, among the Security Agent, the Senior Noteholders' Agent (as defined in the Intercreditor Agreement), the Senior Noteholders (as defined in the Intercreditor Agreement), the Original Debtors (as defined in the Intercreditor Agreement), the Original Subordinated Creditor (as defined in the Intercreditor Agreement), the Company (as defined in the Intercreditor Agreement) and the other parties thereto.

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (as amended, restated, amended and restated, supplemented or modified from time to time, this "**Agreement**"), dated as of September 22, 2025, is by and between **ELECTRIFY VIDEO PARTNERS OPS LIMITED,** a company incorporated under the laws of England and Wales having its registered office at 86-90 Paul Street, London, England, EC2A 4NE and registration number 13775864 ("**EVP Ops Limited**"), **ELECTRIFY US HOLDCO, INC.**, a Delaware corporation ("**Electrify US Holdco**", and together with Holdco, the "**Pledgors**", and each, a "**Pledgor**"), and **GLAS TRUST CORPORATION LIMITED** as security trustee for the Secured Parties (the "**Security Agent**").

RECITALS:

A. Reference is made to that certain Note Purchase Agreement dated as of September 22, 2025 (as amended, restated, amended and restated, supplemented or modified from time to time, the "**NPA**"), by and among **ELECTRIFY VIDEO PARTNERS LIMITED**, a limited liability company incorporated in England having its registered office at 86-90 Paul Street, London, England, EC2A 4NE and registration number 13573516 ("**Holdco**"), **ELECTRIFY VIDEO PARTNERS OPERATIONS 1 LIMITED**, a limited liability company incorporated in England having its registered office at 86-90 Paul Street, London, England, EC2A 4NE and registration number 16588988 (the "**Parent**"), **ELECTRICITY VIDEO PARTNERS OPS LIMITED**, a limited liability company incorporated in England having its registered office at 3rd Floor, 86-90 Paul Street, London, EC2A 4NE and registration number 13775864, as original issuer (the "**Original Issuer**"), the Original Guarantors (as defined therein), the Original Noteholders (as defined therein), **GLOBAL LOAN AGENCY SERVICES LIMITED** as agent of the other Finance Parties (the "**Agent**"), and **GLAS TRUST CORPORATION LIMITED** as security agent for the Secured Parties (as defined therein) (the "**Security Agent**").

B. To induce the Security Agent and the Finance Parties to enter into and purchase the Notes under the NPA or provide other extensions of credit and in order to secure the payment and performance by the Obligors of the Secured Obligations, each Pledgor desires to enter into this Agreement.

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

Section 1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein (including in the above recitals) shall have the meanings given to them in the NPA or the Intercreditor Agreement, as applicable. In addition, all capitalized terms used herein that are defined in the UCC (as defined herein) and not defined in this Agreement shall have the meanings specified therein; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term shall have the meaning specified in Article 9 of the UCC. Save as otherwise provided herein, clause 1.2 (*Construction*) of the NPA will apply as if incorporated in this Agreement, or in any notice given under or in connection with this Agreement, as if all references in that clause to the NPA were a reference to this Agreement or that notice.

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

"**Agent**" is defined in the Recitals.

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

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

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in New York, London and the Netherlands.

"**Capital Stock**" means shares of capital stock (whether denominated as common stock or preferred stock), any security, share, unit, beneficial interest, or membership interest, ownership interest, equity interest, option, warrant, participation, "equity security" (as such term is defined in Rule 3(a)11-1 of the General Rules and Regulations of the Securities Exchange Act of 1934, as amended, or any similar statute then in effect, promulgated by the Securities and Exchange Commission and any successor thereto) or analogous interest (regardless of how designated or described) of or in a corporation, limited partnership, limited liability company, business trust or other entity, of whatever nature, type, series or class, whether voting or non-voting, certificated or uncertificated, and all securities convertible or exchangeable into any of the foregoing and all warrants, options, participations or other rights to purchase or subscribe for any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"**Commodity Futures Trading Commission**" means the Commodity Futures Trading Commission established pursuant to the Commodity Exchange Act, as amended (7 U.S.C. § 1 et. seq.).

"**Debt Documents**" has the meaning given to that term in the Intercreditor Agreement.

"**Declared Default**" has the meaning given to that term in the NPA.

"**Excluded Swap Obligation**" means, with respect to any guarantor of a Swap Obligation, including the grant of a security interest to secure the guaranty of such Swap Obligation, any Swap Obligation if, and to the extent that, such Swap Obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty or grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Swap Obligation or security interest is or becomes illegal.

"**NPA**" is defined in the Recitals.

"**Finance Documents**" means "Finance Documents" as defined in the NPA, including, this Agreement, the Security Agreement and the UCC-1 Financing Statements filed in connection with this

Agreement and all of the other certificates, documents, agreements or instruments now or hereafter executed and/or delivered in connection with this Agreement (as each may be amended, modified, extended, consolidated and/or supplemented from time to time).

"**Finance Parties**" has the meaning given to that term in the NPA.

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

"**Intercreditor Agreement**" means the Intercreditor Agreement dated as of September 22, 2025, among the Security Agent, the Senior Noteholders' Agent (as defined in the Intercreditor Agreement), the Senior Noteholders (as defined in the Intercreditor Agreement), the Original Subordinated Creditor (as defined in the Intercreditor Agreement), the Company (as defined in the Intercreditor Agreement) and the other parties thereto.

"**Issuer**" is defined in Section 2(a)(i).

"**Lien**" means any "Security" or "Quasi-Security" as defined in the NPA.

"**Notes**" has the meaning given to that term in the NPA.

"**Obligors**" has the meaning given to that term in the NPA.

"**Original Issuers**" means, Electrify US Holdco, Inc., a Delaware corporation, UI Dev, Inc., a Delaware corporation, and Electrify US LLC, a Delaware limited liability company.

"**Person**" means any natural person, corporation, division of a corporation, business trust, limited liability company, joint venture, association, company, partnership, estate, unincorporated organization, or government, or any agency or political subdivision thereof.

"**Pledged Collateral**" is defined in Section 2.

"**Pledged Equity**" is defined in Section 2(a)(i).

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

"**Secured Obligations**" means all the Liabilities (as defined in the Intercreditor Agreement) and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group (as defined in the Intercreditor Agreement) and by each Debtor (as defined in the Intercreditor Agreement) to any Secured Party under the Debt Documents (as defined in the Intercreditor Agreement), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

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

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

"**Security Agent**" is defined in the introductory Preamble.

"**Security Agreement**" means that certain Security Agreement, dated as of the date hereof, executed by the Original Issuers and certain other parties thereto in favor of the Security Agent.

"**Senior Secured Discharge Date**" has the meaning given to that term in the Intercreditor Agreement.

"**Swap**" has the meaning given to that term in section 1a(47) of the Commodity Exchange Act.

"**Swap Obligation**" means, with respect to any Pledgor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, if the perfection or the effect of perfection or non-perfection of the security interests granted to the Security Agent pursuant to this Agreement is governed by the Uniform Commercial Code as in effect in a jurisdiction of the United States other than New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions of this Agreement and any financing statement relating to such perfection or effect of perfection or non-perfection. In the event that the UCC is amended after the date hereof, or if any section number of the UCC changes, any terms defined in the UCC and used in this Agreement shall be deemed to be the relevant term as defined in the UCC as so amended, references in this Agreement to the section of the UCC containing the definition of such term shall be deemed to be references to the new section of the UCC containing the amended definition, and references to other sections of the UCC shall be deemed to be references to the appropriate new section of the UCC.

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

Section 2. Pledge.

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

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

(ii) present and future payments, proceeds, dividends, distributions, instruments, compensation, property, assets, interests and rights in connection with or related to the Pledged Equity, and all monies due or to become due and payable to each Pledgor in connection with or related to such Pledged Equity or otherwise paid, issued or distributed from time to time in respect of or in exchange therefor, and any certificate, instrument or other document evidencing or representing the same (including, without limitation, all proceeds of dissolution or liquidation);

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

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

Notwithstanding anything to the contrary contained herein, the Pledged Collateral shall not extend to Excluded Swap Obligations.

(b) Except as otherwise expressly provided herein, all of the Pledged Equity now owned by such Pledgor are represented by stock certificates and are listed on Exhibit A hereto, which stock certificates, with undated stock powers substantially in the form of Exhibit B hereto duly executed in blank by such Pledgor, shall be delivered to the Security Agent within 5 Business Days of the execution of this Agreement. Each Pledgor shall notify the Security Agent within 5 Business Days upon its acquisition of any Pledged Equity not listed on Exhibit A. The Security Agent shall maintain possession and custody of the certificates evidencing Pledged Equity and any additional Pledged Collateral.

Section 3. Representations and Warranties of Pledgors. Each Pledgor represents and warrants to the Security Agent and to each of the other Secured Parties as of the date of this Agreement, and covenants with the Security Agent, that:

(a) Each Pledgor is an organization, of the type, and is organized in the jurisdiction, set forth in Schedule 1 hereto; Schedule 1 hereto sets forth each Pledgor's organizational identification number or states that such Pledgor has none; each Pledgor's exact legal name is that set forth in Schedule 1 hereto and on the signature page hereof; Schedule 1 hereto sets forth each Pledgor's jurisdiction of organization and each Pledgor's place of business or (if it has more than one place of business) its chief executive office, as well as its mailing address if different and place of UCC filing if such Pledgor's jurisdiction of organization is not a jurisdiction that has adopted the UCC or whose laws generally require that information concerning the existence of nonpossessory security interests be made generally available in a filing, recording or registration system as a condition or result of the security interest obtaining priority over the rights of a lien creditor with respect to the applicable collateral.

(b) within 5 Business Days of the date of this Agreement, each Pledgor shall deliver to the Security Agent all of the stock certificates representing the Pledged Equity together with stock powers duly executed in blank, or other instruments of transfer reasonably satisfactory to the Security Agent, and upon such delivery, the pledge, assignment and delivery to the Security Agent of the Pledged Equity pursuant to this Agreement will create a valid lien on and a perfected security interest in the Pledged Equity and the proceeds thereof in favor of the Security Agent, for the benefit of the Security Agent and the Secured Parties, subject to no prior Lien or security interest other than to the extent permitted under the NPA or to any agreement purporting to grant to any third party a security interest in the property or assets of such Pledgor which would include the Pledged Equity. Each Pledgor covenants and agrees that it will use commercially reasonable efforts to defend the Security Agent's right, title and security interest in and to the Pledged Equity and the proceeds thereof against the claims and demands of all persons whomsoever (other than claims constituting Permitted Security), subject to the right of such Pledgor to dispose of any such Pledged Equity to the extent permitted under the Transaction Security Documents.

Section 4. Stock Dividends, Distributions, Additional Shares, etc. If, while this Agreement is in effect, any Pledgor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a stock distribution in connection with any reclassification, increase or reduction of capital, or issued in connection with any reorganization, merger or consolidation), or any options or rights, or otherwise acquires or holds any additional shares or stock certificates, in each case issued by an Issuer, whether as an addition to, in substitution for, or in exchange for any of the Pledged Equity, or otherwise, such Pledgor agrees to accept the same as the Security Agent's agent and to hold the same in trust for the Security Agent, and, except as otherwise provided herein, to deliver the same promptly to the Security Agent in the exact form received, with the endorsement of such Pledgor when necessary and/or appropriate undated stock powers duly executed in blank, to be held by the Security Agent, subject to the terms hereof, as additional Pledged Collateral.

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

(a) So long as no Declared Default has occurred and is continuing, each Pledgor shall be entitled (subject to the other provisions hereof):

(i) to vote or consent with respect to the Pledged Equity in any manner consistent with the powers inuring to an owner of Pledged Equity or any part thereof; provided that such rights and powers shall not be exercised in any manner that would be reasonably likely to (a) be materially prejudicial to the validity or enforceability of the security interest created hereunder or (b) cause an Event of Default to occur; and

(ii) to the extent permitted to be paid pursuant to the NPA and other Debt Documents, to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Equity owned by it.

(b) Following the occurrence a Declared Default that is continuing, all rights of each Pledgor to dividends, interest, principal or other distributions that such Pledgor is authorized to receive pursuant to paragraph (a)(ii) of this Section 5 shall cease, and all such rights shall thereupon become vested in the Security Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions subject to the provisions of Intercreditor Agreement.

(c) Following the occurrence of a Declared Default that is continuing, all rights of each Pledgor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 5, shall cease, and all such rights shall thereupon become vested in the Security Agent, which shall have the sole and exclusive right, authority and proxy to exercise such voting and consensual rights and powers subject to the Intercreditor Agreement.

(d) Subject to any sale or other disposition by the Security Agent of the Pledged Equity or other property in accordance with the terms of this Agreement and the Intercreditor Agreement, the Pledged Equity and any other Pledged Collateral shall be delivered to such Pledgor following the Senior Secured Discharge Date and the termination of the Lien and security interest hereby granted pursuant to Section 14 hereof.

Section 6. Rights of Security Agent. Any or all of the Pledged Equity held by the Security Agent hereunder may, if a Declared Default has occurred and is continuing, be registered in the name of the Security Agent or its nominee and the Security Agent or its nominee may thereafter exercise all voting and corporate rights at any meeting with respect to the Issuers of the Pledged Equity and exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Equity as if it were the absolute owner thereof, including, without limitation, the right to vote in favor of, and to exchange at its discretion any and all of the Pledged Equity upon, the merger, consolidation, reorganization, recapitalization or other readjustment with respect to the issuers of the Pledged Equity or upon the exercise by any Pledgor or the Security Agent of any right, privilege or option pertaining to any of the Pledged Equity, and in connection therewith, to deposit and deliver any and all of the Pledged Equity with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Security Agent may determine, all without liability except to account for property actually received by the Security Agent, but the Security Agent shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

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

Section 8. [Reserved.]

Section 9. Sale of Pledged Equity.

(a) Each Pledgor recognizes that, following the occurrence of a Declared Default that is continuing, the Security Agent may be unable to effect a public sale or disposition of any or all the Pledged Collateral by reason of certain prohibitions contained in the Securities Act and Applicable Law, but may be compelled to resort, and to the extent permitted under the Intercreditor Agreement, agrees that the Security Agent may resort, to one or more unregistered sales or dispositions thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges and agrees that any such unregistered sale or disposition may result in prices and other terms (including the terms of any securities or other property received in connection therewith) less favorable to the seller than if such sale or disposition were a registered public sale or distribution, and notwithstanding such circumstances, agrees that any such unregistered sale or disposition shall be deemed to be reasonable and effected in a commercially reasonable manner. In the event of any such sale, the Security Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Security Agent, in accordance with the provisions of the Intercreditor Agreement, may in good faith deem reasonable under the circumstances (taking into consideration the market value determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select), 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 single purchaser were approached. In addition, the provisions of this Section 9 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 Security Agent sells.

(b) Each Pledgor agrees to use its commercially reasonable efforts to do or cause to be done all such other acts and things as may be necessary to make such sale or sales or dispositions of any portion or all of the Pledged Collateral valid and binding and in compliance with any and all Applicable Laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental instrumentalities, domestic or foreign, having jurisdiction over any such sale or sales or dispositions, all at such Pledgor's expense. A breach of any of the covenants contained in Sections 4, 5(b), 9 or 10 hereof will cause irreparable injury to the Security Agent and the Secured Parties, that the Security Agent and Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, each Pledgor agrees, without limiting the right of the Security Agent to seek and obtain specific performance of the obligations of such Pledgor contained in this Agreement, that each and every covenant referenced above shall be specifically enforceable against such Pledgor, and such Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Declared Default has occurred and is continuing.

Section 10. Further Assurances. In accordance with Clause 26.6(g) (*Further Assurances*) of the NPA, each Pledgor agrees that at any time and from time to time, upon the written request of the Security Agent, such Pledgor will execute and deliver all stock powers, financing statements and such further documents and do such further acts and things as the Security Agent may reasonably request consistent with the provisions hereof and the NPA in order to effect the purposes of this Agreement.

Section 11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 12. Effectiveness of Security.

(a) Continuing Security.

(i) The security interest created under this Agreement shall remain in full force and effect as a continuing security interest for the Secured Obligations unless and until discharged by the Security Agent.

(ii) No part of the security interest will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

(b) Cumulative Rights. The security interest created under this Agreement shall be cumulative, in addition to and independent of every other security interest which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security interest held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Pledged Collateral shall merge into the security interest created under this Agreement.

(c) No Prejudice. The security interest created under this Agreement shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to each Pledgor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the security interest or by any other thing which might otherwise prejudice that security interest.

(d) Remedies and Waivers. No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement, shall operate as a waiver of those rights, powers and remedies, nor shall any single or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies.

(e) Waiver of Defenses. The obligations of, and the security interest created by, each Pledgor under this Agreement will not be affected by any act, omission, matter or thing which, but for this Section 12(e), would reduce, release or prejudice any of its obligations under, or the security interest created by, this Agreement and whether or not known to such Pledgor or any Secured Party including:

(i) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Obligor;

(iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realize the full value of any security interest in the Pledged Collateral;

(iv) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;

(v) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Obligations;

(vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; and

(vii) any insolvency or similar proceedings.

(f) Immediate Recourse. Each Pledgor waives any right it may have of first requiring a Secured Party (or any trustee or Security Agent on its behalf) to proceed against or enforce any other rights or security interest or claim payment from any other person before claiming from such Pledgor under this Agreement. This waiver applies irrespective of any law or any provision of this Agreement to the contrary.

(g) Deferral of rights. Until the Senior Secured Discharge Date, each Pledgor will not exercise any rights which it may have by reason of performance by it of its obligations under this Agreement:

(i) to be indemnified by an Obligor;

(ii) to claim any contribution from any guarantor of any Obligor's obligations under this Agreement; and/or

(iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Secured Parties under this Agreement or of any other guarantee or security interest taken pursuant to, or in connection with, this Agreement by any Secured Party.

(h) Release of Pledgors' Rights of Contribution. If any Pledgor ceases to be a Pledgor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Pledgor:

(i) that Pledgor will be released by each other Obligor from any liability whatsoever to make a contribution to any other Guarantor arising by reason of the performance by any other Obligor of its obligations under the Finance Documents; and

(ii) each other Obligor will waive any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Party or of any other security taken under, or in connection with, any Finance Document where the rights or security are granted by or in relation to the assets of the retiring Pledgor.

(i) Collateral Security. Where any security interest initially takes effect as a collateral or further security interest to another security interest intended to be constituted under this Agreement or which otherwise secures all or any part of the Secured Obligations to which such Pledgor is a party then, despite any receipt, release or discharge endorsed on or given in respect of or under the second mentioned security interest, the first mentioned security interest will operate as an independent security interest.

Section 13. Successors. This Agreement and all obligations of each Pledgor hereunder shall be binding upon its successors and assigns, and shall, together with the rights and remedies of Security Agent hereunder, inure to the benefit of the Security Agent on behalf of the Secured Parties and its successors and assigns, except that each Pledgor shall not have any right to assign its obligations under this Agreement or any interest herein except as contemplated by the Debt Documents.

Section 14. Termination. Upon the Senior Secured Discharge Date, the Liens and security interests granted herein shall automatically and irrevocably terminate with respect to all Pledged Collateral and all obligations (other than those expressly stated to survive such termination, including contingent indemnification obligations) of the Security Agent and each Pledgor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Pledged Collateral shall automatically revert to such Pledgor. Upon the occurrence of the Senior Secured

Discharge Date, Security Agent will, at such Pledgor's sole expense, promptly deliver to such Pledgor, or its agent or representative, without any representations, warranties or recourse of any kind, all certificates evidencing the Pledged Equity and executed stock powers in blank held by Security Agent hereunder that is subject to the above noted security interest release, and execute and deliver to such Pledgor such documents as such Pledgor shall reasonably request to evidence such UCC termination, including without limitation, termination statements and other documents necessary or appropriate to evidence the termination of the liens securing payment of the Secured Obligations, all at the expense of such Pledgor.

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

Section 16. [Reserved.]

Section 17. Perfection and Recordation. Each Pledgor authorizes the Security Agent (or its designee) to file UCC financing statements, and amendments thereto, and which are in form and substance reasonably satisfactory to such Pledgor and Security Agent, describing the Pledged Collateral as set forth in Section 2 (provided that no such description shall be deemed to modify the description of Pledged Collateral set forth in Section 2).

Section 18. Security Agent Appointed Attorney-In-Fact; Irrevocable Proxy.

(a) In addition to any other appointments under the Finance Documents and until such time as the security interests granted herein are terminated in accordance with the terms hereof, to the extent permitted by Applicable Law, each Pledgor hereby irrevocably constitutes and appoints the Security Agent, on behalf of the Secured Parties, and each of its representatives, designees or agents as each Pledgor's true and lawful attorney-in-fact, irrevocably and with full power of substitution, with authority upon the occurrence of a Declared Default that is continuing or if any Pledgor has failed to comply with a further assurances or perfection obligation required by this Agreement within 10 Business Days after Security Agent has provided written notice of such failure, with full authority in the place and stead of such Pledgor and in the name of such Pledgor, the Security Agent or otherwise, from time to time in the Security Agent's discretion to take any action (including completion and presentation of any proxy) and to execute any instrument that Security Agent may deem necessary or advisable to accomplish the purposes of this Agreement, in each case, with respect to the Pledged Collateral, including, without limitation, to (i) receive, indorse and collect all cash dividends, other payments and distributions and all instruments made payable to such Pledgor representing any dividend, payment or other distribution in respect of the Pledged Collateral or any part thereof and to notify the parties obligated on any of the Pledged Collateral to make payment to the Security Agent of any amounts due or to become due thereunder; (ii) endorse the Pledged Collateral in blank or to the order of the Security Agent or its nominee; (iii) demand, collect, settle, compromise, adjust, give discharges and releases with respect to the Pledged Collateral, all as Security Agent may reasonably determine; (iv) commence and prosecute any actions at any court for the purposes of collecting any Pledged Collateral and enforcing any other right in respect thereof; (v) defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as Security Agent may deem reasonably appropriate; (vi) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Pledged Collateral, as fully and completely as though Security Agent were the absolute owner thereof for all purposes; (vii) execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security agreements, affidavits, notices and other agreements, instruments and documents that Security Agent may determine necessary in order to perfect and maintain the security interests and Liens granted in this Agreement and in order to fully consummate all of the transactions contemplated therein; (viii) institute any foreclosure or other realization proceedings with respect to Pledged Collateral that Security Agent may deem appropriate; (ix) sign and endorse any drafts, assignments, proxies, stock powers, verifications, notices and other documents relating to the Pledged Collateral; (x) exchange certificates or instruments representing or evidencing the Pledged Collateral for certificates or instruments of smaller or larger denominations; (xi) exchange any of the Collateral or other property upon any merger, consolidation, reorganization, recapitalization or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Pledged Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms as Security Agent may deem appropriate; (xii) sign an instrument in writing, causing or sanctioning the transfer of any or all of the Collateral into the name of the Security Agent, any Secured Party or into the name of any nominee or transferee including, without limitation, to any nominee or transferee to whom the Pledged Collateral or any part thereof may be sold pursuant to Sections 7 and 9 hereof or pursuant to the Finance Documents; (xiii) pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Pledged Collateral; (xiv) direct any parties liable for any payment in connection with any of the Pledged Collateral to make payment of any and all monies due and to become due thereunder directly to Security Agent or as Security Agent shall direct (except as prohibited by Applicable Law); (xv) receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Pledged Collateral; (xvi) appoint a receiver for the properties and assets of each Pledgor, and each Pledgor hereby consents to such rights and such appointment and hereby waives any objection any Pledgor may have thereto or the right to have a bond or other security posted by Security Agent or any Secured Party, and remove and replace any such receiver from time to time; and (xvii) do all things that the Security Agent reasonably deems necessary to carry out this Agreement or that it reasonably deems necessary, proper or convenient in connection with the Pledged Collateral. Each Pledgor hereby ratifies and approves all acts the Security Agent is permitted to take pursuant to this Section 18. Security Agent shall be under no duty or obligation to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to Security Agent in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. This power of attorney, being coupled with an interest, shall be **IRREVOCABLE**, shall survive the bankruptcy, dissolution or winding up of any Pledgor, and shall terminate only upon the Senior Secured Discharge Date.

(b) In addition to each of the foregoing and any other rights of Security Agent as set forth herein or in any other Finance Document, each Pledgor grants to Security Agent (through itself, its representatives, designees or agents), an **IRREVOCABLE PROXY**, to exercise the voting and all other rights as a holder, member or manager (including contractual rights) with respect to the Pledged Equity from time to time, in each case in any manner Security Agent deems advisable in accordance with the provisions of the Intercreditor Agreement, either for or against any or all matters submitted, or which may be submitted to a vote of shareholders, partners, managers, or members, as the case may be, and to exercise all other rights, powers, privileges, and remedies to which any such shareholders, partners, managers, or members would be entitled (including, without limitation, giving or withholding written consents, ratifications, and waivers with respect to the Pledged Equity, calling special meetings of the holders of the Pledged Equity of Issuer and voting at such meetings, and removing and appointing managers and officers). To the extent permitted by Applicable Law, the irrevocable proxy granted hereby is effective automatically without the necessity that any other action (including, without limitation, that any transfer of any of the Pledged Equity be recorded on the books of such Pledgor or Issuer) be taken by any Person (including such Pledgor or Issuer of any Pledged Equity or any officer or agent thereof), is coupled with an interest, and shall be irrevocable, shall survive the bankruptcy, dissolution or winding up of such Pledgor or Issuer, and shall terminate only upon the Senior Secured Discharge Date. Notwithstanding the foregoing, Security Agent shall only exercise the irrevocable proxy set forth in this Section following the occurrence of a Declared Default that is continuing. Each Pledgor covenants and agrees that on the date that is thirty (30) days prior to the date of expiration (by operation of Applicable Law) of the irrevocable proxy granted pursuant to this Section 18(b), each Pledgor shall automatically be deemed to grant the Security Agent a new irrevocable proxy, on the same terms as those previously granted pursuant to this Section 18(b).

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

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

Section 21. **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 RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER DEBT DOCUMENTS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND AGREES THAT ANY SUCH LITIGATION SHALL BE TRIED ONLY BY A COURT AND NOT A JURY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO 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 AND THE OTHER FINANCE DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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

Section 23. Amendment. 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 Security Agent and the Pledgors in accordance with the NPA or in accordance with the Debt Documents.

Section 24. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by Applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. In the event that any signature is delivered by facsimile, electronic mail (including pdf) or any electronic transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or electronic signature were the original thereof.

Section 26. Security document; Intercreditor Agreement.

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

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

(c) Each Pledgor hereby acknowledges and agrees that (a) all of the covenants, representations, warranties, terms and provisions of the Security Agreement are hereby incorporated into this Agreement and made applicable to the Pledged Collateral as if fully rewritten herein; (b) the Pledged Collateral will be "Collateral" for all purposes of the Security Agreement; and (c) the description of the Pledged Collateral does not in any way limit the description of, or Security Agent's lien on, the "Collateral" as defined in any of the Security Agreement, or Security Agent's remedies respecting such "Collateral". This Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other liens granted to, or held by, Security Agent under the Security Agreement or any other Finance Documents, which security interests and other liens, each Pledgor, by this Agreement, acknowledges, reaffirms, and confirms to Secured Parties. If there is any conflict, ambiguity or inconsistency, in Security Agent's good faith discretion, between the terms of this Agreement and any of the other Finance Documents, then the applicable terms and provisions, in Security Agent's good faith discretion, providing Security Agent with greater rights, remedies, powers, privileges or benefits will control.

Section 27. Permitted Transactions. Notwithstanding anything to the contrary herein, this Agreement shall not prohibit any transaction which is permitted or not prohibited under the Debt Documents (including for the avoidance of doubt, any transaction which constitutes a Permitted Acquisition, Permitted Disposal, Permitted Distribution, Permitted Joint Venture, Permitted Loan, Permitted Security, Permitted Share Issue or Permitted Transaction (each as defined therein)).

Section 28. Third Party Beneficiaries. Each of the Secured Parties (other than the Security Agent) is a third party beneficiary of this Pledge Agreement to the extent that indemnities or other rights, claims or privileges of such Secured Parties are expressly provided for in this Pledge Agreement. There are no other third party beneficiaries of this Pledge Agreement.

Section 29. **PATRIOT Act**. Each Pledgor is hereby notified that pursuant to the requirements of the US Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56) (commonly known as the USA Patriot Act) (the "**USA PATRIOT Act**"), the Secured Parties may be required to obtain, verify and record information that identifies such Pledgor, which information includes its name and address and other information that will allow the Secured Parties to identify it in accordance with the USA PATRIOT Act. Each Pledgor shall, promptly following a request by a Secured Party, provide all documentation and other information that such Secured Party reasonably requests in order to comply with its ongoing obligations under applicable US "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

Section 30. Lenders and Secured Parties. All liens granted or contemplated hereby shall be for the benefit of Security Agent, on behalf of Secured Parties, and all of the Secured Parties, and all proceeds or payments realized from the Pledged Collateral in accordance herewith shall be applied to the Secured Obligations in accordance with the terms of the Intercreditor Agreement. Security Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority to so act or refrain from acting. Notwithstanding anything herein to the contrary, the liens and security interests granted to Security Agent pursuant to this Agreement and the exercise of any right or remedy by Security Agent hereunder are subject to the provisions of the NPA and the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of NPA and the Intercreditor Agreement and this Agreement, the terms of the NPA and the Intercreditor Agreement shall prevail and to the extent there is any conflict and/or contradiction and/or inconsistency between the terms of the NPA and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

Signature page follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

PLEDGOR:

ELECTRIFY VIDEO PARTNERS OPS LIMITED

By:_[redacted]
Name: Owen Maher
Title: Authorized Signatory

ELECTRIFY US HOLDCO, INC.

By:_[redacted]
Name: Owen Maher
Title: Authorized Signatory

GLAS TRUST CORPORATION LIMITED, as Security Agent

By:______ [redacted]
Name: Tatsumasa Shinoda
Title: Senior Transaction Manager

<u>ACKNOWLEDGMENT</u>

The undersigned hereby (a) acknowledges receipt of a copy of the foregoing Pledge Agreement (the "***Pledge Agreement***"), (b) waives any rights or requirement at any time hereafter to receive a copy of such Pledge Agreement in connection with the registration of any Pledged Equity or any other Pledged Collateral (as such terms are defined therein) in the name of the Security Agent or its nominee or the exercise of voting rights by the Security Agent, and (c) agrees promptly to note on its books and records the grant of the security interest in the Capital Stock of the undersigned as provided in such Pledge Agreement, including the following legend:

PURSUANT TO THAT CERTAIN PLEDGE AGREEMENT DATED AS OF SEPTEMBER 22, 2025 (AS FROM TIME TO TIME AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED), EACH OF ELECTRIFY VIDEO PARTNERS OPS LIMITED AND ELECTRIFY US HOLDCO, INC. HAS, UNDER THE CIRCUMSTANCES SPECIFIED IN SUCH PLEDGE AGREEMENT, EMPOWERED GLAS TRUST CORPORATION LIMITED, IN ITS CAPACITY AS SECURITY AGENT, TO VOTE THE SHARES REPRESENTED BY THIS CERTIFICATE PURSUANT TO SUCH PLEDGE AGREEMENT, SUBJECT TO THE TERMS OF THAT CERTAIN INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 22, 2025 (AS FROM TIME TO TIME AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED).

Dated: September 22, 2025

Signature page follows

ELECTRIFY VIDEO PARTNERS OPS LIMITED

By:[redacted]
Name: Owen Maher
Title: Authorized Signatory

ELECTRIFY US HOLDCO, INC.

By:[redacted]
Name: Owen Maher
Title: Authorized Signatory

SCHEDULE 1
to Pledge Agreement

Exact Name of Pledgor:	Electrify Video Partners Ops Limited
Pledgor is an organization:	Pledgor is a company incorporated under the laws of England and Wales
	Pledgor's organizational identification number: 13775864
Mailing address of Pledgor:	86-90 Paul Street, London, England, EC2A 4NE

Exact Name of Pledgor:	Electrify US Holdco, Inc.
Pledgor is an organization:	Pledgor is a Delaware corporation
	Pledgor's organizational identification number: 7382584
Mailing address of Pledgor:	5940 S Rainbow Blvd, Suite 400, PMB 24788, Las Vegas, Nevada, 89118-2507

<u>**Exhibit A**</u>
to Pledge Agreement

Issuer of Stock	**Class of Stock**	**Certificate Numbers**	**Number of Shares**	**Percentage of total shares**
Electrify US Holdco, Inc.	Common Stock	1	1,000	100%
UI Dev, Inc.	Common Stock	1	8,000,000	100%
Electrify US LLC	N/A, membership interests	N/A	N/A	100%

<u>Exhibit B</u>
to Pledge Agreement

STOCK POWER

FOR VALUE RECEIVED, the undersigned, [ELECTRIFY VIDEO PARTNERS OPS LIMITED, a company incorporated under the laws of England and Wales] [ELECTRIFY US HOLDCO, INC., a Delaware corporation] ("***Grantor***"), does hereby sell, assign and transfer to * ____ all of its Equity Interests (as hereinafter defined) represented by Certificate No(s).*____ in [Electrify US Holdco, Inc., a Delaware corporation] [UI Dev, Inc., a Delaware corporation] [Electrify US LLC, a Delaware limited liability company] ("***Issuer***") standing in the name of Grantor on the books of said Issuer. Grantor does hereby irrevocably constitute and appoint*__________________________, as attorney, to transfer the Equity Interests in said Issuer with full power of substitution in the premises. The term "Equity Interest" means any security, share, unit, partnership interest, membership interest, ownership interest, equity interest, option, warrant, participation, "equity security" (as such term is defined in Rule 3(a)11-1 of the General Rules and Regulations of the Securities Exchange Act of 1934, as amended, or any similar statute then in effect, promulgated by the Securities and Exchange Commission and any successor thereto) or analogous interest (regardless of how designated) of or in a corporation, partnership, limited partnership, limited liability company, business trust or other entity, of whatever nature, type, series or class, whether voting or nonvoting, certificated or uncertificated, common or preferred, and all rights and privileges incident thereto.

Dated:___________________________________*

<u>GRANTOR</u>:

[ELECTRIFY US HOLDCO, INC.][ELECTRIFY VIDEO PARTNERS OPS LIMITED]

By: ____
Name: ______________________________________
Title: _______________________________________

*To Remain Blank