



**Registration of a Charge**

Company Name: **THE MOMENT CONTENT GROUP LIMITED**

Company Number: **09209488**



Received for filing in Electronic Format on the: **02/09/2021**

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**Details of Charge**

Date of creation: **19/08/2021**

Charge code: **0920 9488 0006**

Persons entitled: **GLAS USA LLC AS ADMINISTRATIVE AGENT AND GLAS AMERICA LLC  
AS COLLATERAL AGENT**

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: **PROSKAUER ROSE (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9209488

Charge code: 0920 9488 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2021 and created by THE MOMENT CONTENT GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2021 .

Given at Companies House, Cardiff on 3rd September 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**

**SECOND LIEN U.S. LAW PLEDGE AGREEMENT**

**made by**

**Certain U.K. and Irish Subsidiaries of CD&R ULYSSES UK HOLDCO 2 LIMITED,**

**in favor of**

**GLAS USA LLC,**

**as Administrative Agent,**

**and**

**GLAS AMERICAS LLC,**

**as Collateral Agent**

—  
**dated as of August 19, 2021**

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

SECTION 1 Defined Terms .....	3
1.1 <u>Definitions</u> .....	3
1.2 <u>Other Definitional Provisions</u> .....	8
SECTION 2 [Reserved].....	8
SECTION 3 Grant of Security Interest .....	8
3.1 [Reserved] .....	8
3.2 <u>Pledged Collateral</u> .....	8
3.3 <u>[Reserved]</u> .....	8
3.4 <u>Intercreditor Relations</u> .....	9
SECTION 4 Representations and Warranties.....	9
4.1 [Reserved].....	9
4.2 [Reserved].....	9
4.3 <u>Representations and Warranties of Each Pledgor</u> .....	9
SECTION 5 Covenants.....	11
5.1 <u>[Reserved]</u> .....	11
5.2 <u>[Reserved]</u> .....	11
5.3 <u>Covenants of Each Pledgor</u> .....	11
SECTION 6 Remedial Provisions .....	13
6.1 [Reserved].....	13
6.2 <u>[Reserved]</u> .....	13
6.3 <u>Pledged Stock</u> .....	13
6.4 <u>Proceeds to Be Turned Over to the Collateral Agent</u> .....	14
6.5 <u>Application of Proceeds</u> .....	15
6.6 <u>Code and Other Remedies</u> .....	15
6.7 <u>Registration Rights</u> .....	16
6.8 <u>Waiver; Deficiency</u> .....	17
SECTION 7 The Collateral Agent.....	17
7.1 <u>Collateral Agent's Appointment as Attorney-in-Fact, etc</u> .....	17
7.2 <u>Duty of Collateral Agent</u> .....	18
7.3 <u>Financing Statements</u> .....	19
7.4 <u>Authority of Collateral Agent</u> .....	19
SECTION 8 Non-Lender Secured Parties .....	19
8.1 <u>Rights to Pledged Collateral</u> .....	19
8.2 <u>Appointment of Agent</u> .....	21

8.3	<u>Waiver of Claims</u> .....	21
8.4	<u>Designation of Non-Lender Secured Parties</u> .....	21
SECTION 9 Miscellaneous .....		22
9.1	<u>Amendments in Writing</u> .....	22
9.2	<u>Notices</u> .....	22
9.3	<u>No Waiver by Course of Conduct; Cumulative Remedies</u> .....	22
9.4	<u>Enforcement Expenses; Indemnification</u> .....	23
9.5	<u>Successors and Assigns</u> .....	23
9.6	<u>[Reserved]</u> .....	23
9.7	<u>Counterparts</u> .....	23
9.8	<u>Severability</u> .....	24
9.9	<u>Section Headings</u> .....	24
9.10	<u>Integration</u> .....	24
9.11	<u>GOVERNING LAW</u> .....	24
9.12	<u>Submission to Jurisdiction; Waivers</u> .....	24
9.13	<u>Acknowledgments</u> .....	25
9.14	<u>WAIVER OF JURY TRIAL</u> .....	25
9.15	<u>Additional Granting Parties</u> .....	26
9.16	<u>Releases</u> .....	26
9.17	<u>Judgment</u> .....	28
9.18	<u>Transfer Tax Acknowledgment</u> .....	28

## SCHEDULES

Schedule 1	--	Notice Addresses of Pledgors
Schedule 2	--	Pledged Stock
Schedule 3	--	[Reserved]
Schedule 4A	--	Financing Statements
Schedule 4B	--	Filing Jurisdictions

## ANNEXES

Annex 1	--	[Reserved]
Annex 2	--	Assumption Agreement
Annex 3	--	Supplemental Agreement

## **SECOND LIEN U.S. LAW PLEDGE AGREEMENT**

SECOND LIEN U.S. LAW PLEDGE AGREEMENT, dated as of August 19, 2021, made by certain U.K. and Irish Subsidiaries of CD&R ULYSSES UK HOLDCO 2 LIMITED, a private limited liability company incorporated under the laws of England and Wales (as further defined in the Credit Agreement, the “Holdings”), from time to time party hereto, in favor of GLAS AMERICAS LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined below), and GLAS USA LLC, as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the “Administrative Agent”) for the banks and other financial institutions (collectively, the “Lenders”; individually, a “Lender”) from time to time parties to the Credit Agreement described below.

### **W I T N E S S E T H :**

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the “Credit Agreement”), among Hunter Holdco 3 Limited, a private limited liability company incorporated under the laws of England and Wales (as further defined in the Credit Agreement, the “Company”), Congachant Limited, an Irish private limited liability company (as further defined in the Credit Agreement, the “Irish Parent Borrower”), Hunter US Bidco Inc., a Delaware corporation (as further defined in the Credit Agreement, the “U.S. Hunter Parent Borrower”), Ulysses US Newco LLC, a Delaware limited liability company (as further defined in the Credit Agreement, the “U.S. Ulysses Parent Borrower” and, together with the U.S. Hunter Parent Borrower, the “U.S. Parent Borrowers”), Hunter UK Bidco Limited, a private limited liability company incorporated under the laws of England and Wales (as further defined in the Credit Agreement, the “U.K. Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the U.S. Parent Borrowers, the U.K. Parent Borrower and the Irish Parent Borrower, the “Borrowers”), the Collateral Agent, the Administrative Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes the Pledgors (as defined below);

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to make valuable transfers to one or more of the Pledgors in connection with the operation of their respective businesses;

WHEREAS, the Borrowers and the Pledgors are engaged in related businesses, and each such Pledgor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, it is a condition to the obligation of the Lenders to make their respective extensions of credit under the Credit Agreement that the Pledgors shall execute and

deliver this Agreement to the Collateral Agent and Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the “First Lien Credit Agreement”), among the Company (as defined in the First Lien Credit Agreement), the Parent Borrowers (as defined in the First Lien Credit Agreement), the Subsidiary Borrowers (as defined in the First Lien Credit Agreement), JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the “First Lien Administrative Agent”), Deutsche Bank AG New York Branch, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “First Lien Collateral Agent” and, together with the First Lien Administrative Agent, the “First Lien Agent”), and the other parties party thereto, the lenders party thereto have severally agreed to make extensions of credit to the Borrowers (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain First Lien U.S. Law Pledge Agreement, dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time, the “First Lien U.S. Law Pledge Agreement”), made by certain U.K. and Irish Subsidiaries of Holdings (as defined in the First Lien Credit Agreement) from time to time party thereto (collectively, the “First Lien Pledgors”), in favor of the First Lien Agent, the First Lien Pledgors have granted a first priority (as defined in the First Lien Credit Agreement) Lien to the First Lien Agent for the benefit of the First Lien Secured Parties on the Pledged Collateral (subject in each case to Permitted Liens (as defined in the First Lien Credit Agreement));

WHEREAS, the Collateral Agent and the First Lien Collateral Agent have entered into an Intercreditor Agreement, acknowledged by the Borrowers, the Company, Holdings, and the other Loan Parties, dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time (subject to Subsection 9.1), the “Base Intercreditor Agreement”); and

WHEREAS, the Collateral Agent and/or one or more Additional Agents may in the future enter into a Junior Lien Intercreditor Agreement substantially in the form attached to the Credit Agreement as Exhibit J-2 and acknowledged by the Pledgors and other Granting Parties (as amended, supplemented, waived or otherwise modified from time to time (subject to Subsection 9.1), the “Junior Lien Intercreditor Agreement”), and one or more Other Intercreditor Agreements or Intercreditor Agreement Supplements.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Pledgor hereby agrees with the Administrative Agent and the Collateral Agent, for the benefit of the Secured Parties, as follows:



## SECTION 1

### Defined Terms

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

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

“Additional Agent”: as defined in the Base Intercreditor Agreement.

“Additional Collateral Documents”: as defined in the Base Intercreditor Agreement.

“Additional Credit Facilities”: as defined in the Base Intercreditor Agreement.

“Additional Obligations”: as defined in the Base Intercreditor Agreement.

“Additional Secured Parties”: as defined in the Base Intercreditor Agreement.

“Administrative Agent”: as defined in the preamble hereto.

“Agreement”: this Second Lien U.S. Law Pledge Agreement, as the same may be amended, supplemented, waived or otherwise modified from time to time.

“Bank Products Agreement”: any agreement pursuant to which a bank or other financial institution or other Person agrees to provide (a) treasury services, (b) credit card, debit card, merchant card, purchasing card, stored value card, non-card electronic payable or other similar services (including the processing of payments and other administrative services with respect thereto), (c) cash management or related services (including controlled disbursements, automated clearinghouse transactions, return items, netting, overdrafts, depository, lockbox, stop payment, electronic funds transfer, information reporting, wire transfer and interstate depository network services) and (d) other banking, financial or treasury products or services as may be requested by any Pledgor (other than letters of credit and other than loans and advances except indebtedness arising from services described in clauses (a) through (c) of this definition), including, for the avoidance of doubt, bank guarantees.

“Bank Products Provider”: any Person that has entered into a Bank Products Agreement with a Pledgor with the obligations of such Pledgor thereunder being secured by one or more Loan Documents, as designated by the Borrower Representative in accordance with Subsection 8.4 (provided that no Person shall, with respect to any Bank Products Agreement, be at any time designated as a Bank Products Provider with respect to more than one Credit Facility).

“Bankruptcy Case”: (i) Holdings, the Company or any Subsidiary of the Company commencing any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization,

conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Holdings, the Company or any Subsidiary of the Company making a general assignment for the benefit of its creditors; or (ii) there being commenced against Holdings, the Company, or any Subsidiary of the Company any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days.

“Base Intercreditor Agreement”: as defined in the recitals hereto.

“Borrowers”: as defined in the recitals hereto.

“CFTC”: the Commodity Futures Trading Commission or any successor to the Commodity Futures Trading Commission.

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

“Collateral Account Bank”: a bank which at all times is the Collateral Agent or a Lender or an affiliate thereof as selected by the relevant Pledgor and consented to in writing by the Collateral Agent (such consent not to be unreasonably withheld or delayed).

“Collateral Agent”: as defined in the preamble hereto.

“Collateral Proceeds Account”: a non-interest bearing cash collateral account established and maintained by the relevant Pledgor at an office of the Collateral Account Bank in the name, and in the sole dominion and control of, the Collateral Agent for the benefit of the Secured Parties.

“Collateral Representative”: (i) if the Base Intercreditor Agreement is then in effect, the Senior Priority Representative (as defined therein), (ii) if any Junior Lien Intercreditor Agreement is then in effect, the Senior Priority Representative (as defined therein) and (iii) if any Other Intercreditor Agreement is then in effect, the Person acting as representative for the Collateral Agent and the Secured Parties thereunder for the applicable purpose contemplated by this Agreement and the Credit Agreement.

“Commodity Exchange Act”: the Commodity Exchange Act, as in effect from time to time, or any successor statute.

“Company”: as defined in the preamble hereto.

“Credit Agreement”: as defined in the recitals hereto.

“Credit Facility”: as defined in the Base Intercreditor Agreement.

“Discharge of Additional Obligations”: as defined in the Base Intercreditor Agreement.

“Discharge of Junior Priority Obligations”: as defined in the Base Intercreditor Agreement.

“Excluded Assets”: any asset constituting an “Excluded Asset” under the Irish Debenture, the U.K. Debenture or the U.S. Guarantee and Collateral Agreement.

“Excluded Obligation”: as defined in the definition of “Obligations.”

“Filings”: the filing or recording of (i) the Financing Statements as set forth in Schedule 4 and (ii) any filings after the Closing Date in any other jurisdiction as may be necessary under any Requirement of Law.

“Financing Statements”: the financing statements attached hereto on Schedule 4A for filing in the jurisdictions listed in Schedule 4B.

“First Lien Agent”: as defined in the recitals hereto.

“First Lien Credit Agreement”: as defined in the recitals hereto (as further defined in the Credit Agreement).

“First Lien Pledgors”: as defined in the recitals hereto.

“First Lien Secured Parties”: the “Secured Parties” as defined in the First Lien U.S. Law Pledge Agreement.

“First Lien U.S. Law Pledge Agreement”: as defined in the recitals hereto.

“Hedging Agreement”: any Interest Rate Agreement, Commodities Agreement, Currency Agreement or any other credit or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity, credit or equity values or creditworthiness (including any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

“Hedging Provider”: any Person that has entered into a Hedging Agreement with a Pledgor with the obligations of such Pledgor thereunder being secured by one or more Loan Documents, as designated by the Borrower Representative in accordance with Subsection 8.4 (provided that no Person shall, with respect to any Hedging Agreement, be at any time a Hedging Provider with respect to more than one Credit Facility).

“Holdings”: as defined in the recitals hereto.

“Instruments”: as defined in Article 9 of the Code but excluding Pledged Stock.

“Intercreditor Agreements”: (a) the Base Intercreditor Agreement, (b) any Junior Lien Intercreditor Agreement and (c) any Other Intercreditor Agreement that may be entered into in the future by the Collateral Agent and any other secured creditor (or agent therefor) party thereto and acknowledged by the Pledgors (each such Intercreditor Agreement as amended, supplemented, waived or otherwise modified from time to time (subject to Subsection 9.1)) (in each case, upon and during the effectiveness thereof).

“Irish Parent Borrower”: as defined in the recitals hereto.

“Issuers”: the collective reference to issuers of Pledged Stock, including (as of the Closing Date) the Persons identified on Schedule 2 as the issuers of Pledged Stock.

“Junior Lien Intercreditor Agreement”: as defined in the recitals hereto.

“Junior Priority Agent”: as defined in the Base Intercreditor Agreement.

“Junior Priority Obligations”: as defined in the Base Intercreditor Agreement.

“Lender”: as defined in the preamble hereto.

“Management Credit Provider”: any Person that is a beneficiary of a Management Guarantee, with the obligations of the applicable Pledgor thereunder being secured by one or more Loan Documents, as designated by the Borrower Representative in accordance with Subsection 8.4 (provided that no Person shall, with respect to any Management Guarantee, be at any time a Management Credit Provider with respect to more than one Credit Facility).

“Non-Lender Secured Parties”: the collective reference to all Bank Products Providers, Hedging Providers, Management Credit Providers and their respective successors, assigns and transferees, in their respective capacities as such.

“Obligations”: with respect to any Pledgor, all obligations and liabilities of such Pledgor that may arise under or in connection with this Agreement or any other Loan Document to which such Pledgor is a party, any Hedging Agreement entered into with any Hedging Provider, any Bank Products Agreement entered into with any Bank Products Provider, any Guarantee Obligation of Holdings, the Company or any Subsidiary of the Company as to which any Secured Party is a beneficiary (including any Management Guarantee entered into with any Management Credit Provider) or any other document made, delivered or given in connection therewith, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including all reasonable fees and disbursements of counsel to the Administrative Agent or to any other Secured Party that are required to be paid by such Pledgor pursuant to the terms of this Agreement or any other Loan Document and interest and fees accruing after (or that would accrue but for) the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to such Pledgor, whether or not a claim for post-filing or post-petition interest or fees is allowed in such proceeding). With respect to any Pledgor, if and to the extent, under the Commodity Exchange Act or any rule, regulation or order of the CFTC (or the application or official interpretation of any thereof), all or a portion of the grant by such Pledgor of a security interest for, the obligation (the “Excluded Obligation”) to pay or perform under any agreement, contract

or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act (or the analogous term or section in any amended or successor statute) is or becomes illegal, the Obligations of such Pledgor shall not include any such Excluded Obligation.

“Pledged Collateral”: as to any Pledgor, the Pledged Stock, in all cases, now owned or at any time hereafter acquired by such Pledgor, and any Proceeds thereof.

“Pledged Stock”: with respect to any Pledgor, the Capital Stock of each U.S. Subsidiary listed on Schedule 2 as held by such Pledgor, together with any other Capital Stock of any U.S. Subsidiary of such Pledgor required to be pledged by such Pledgor pursuant to Subsection 7.9 of the Credit Agreement, as well as any other shares, stock certificates, options or rights of any nature whatsoever in respect of any Capital Stock of any Issuer that may be issued or granted to, or held by, such Pledgor while this Agreement is in effect, in each case, unless and until such time as the respective pledge of such Capital Stock under this Agreement is released in accordance with the terms hereof and of the Credit Agreement; provided that in no event shall there be pledged, nor shall any Pledgor be required to pledge, directly or indirectly, (i) [reserved], (ii) any Capital Stock of a Subsidiary of any Foreign Subsidiary, (iii) [reserved], (iv) any Capital Stock of any not-for-profit Subsidiary, (v) any Capital Stock of any Excluded Subsidiary (other than a Subsidiary described in clause (d) of the definition thereof) and (vi) without duplication, any Excluded Assets.

“Pledgor”: the Company, each U.K. Borrower, each Irish Borrower, each Subsidiary Guarantor that is a U.K. Subsidiary and each Subsidiary Guarantor that is an Irish Subsidiary, in each case from time to time party hereto that holds any Pledged Stock (with respect to the Pledged Stock held by the Company, such U.K. Borrower, such Irish Borrower, such Subsidiary Guarantor that is a U.K. Subsidiary or such Subsidiary Guarantor that is an Irish Subsidiary and all other Pledged Collateral of the Company, such U.K. Borrower, such Irish Borrower, such Subsidiary Guarantor that is a U.K. Subsidiary or such Subsidiary Guarantor that is an Irish Subsidiary, in each case to the extent applicable).

“Proceeds”: all “proceeds” as such term is defined in Section 9-102(a)(64) of the Code (as in effect on the date hereof) and, in any event, Proceeds of Pledged Stock shall include all dividends or other income from the Pledged Stock, collections thereon or distributions or payments with respect thereto.

“second priority”: as defined in the Credit Agreement.

“Secured Parties”: the collective reference to (i) the Administrative Agent, the Collateral Agent and each Other Representative, (ii) the Lenders, (iii) the Non-Lender Secured Parties and (iv) the respective successors and assigns and the permitted transferees and endorsees of each of the foregoing.

“Senior Priority Obligations”: as defined in the Base Intercreditor Agreement.

“Senior Priority Representative”: as defined in the Base Intercreditor Agreement.

“Specified Asset”: as defined in Subsection 4.2.2.

“U.K. Parent Borrower”: as defined in the recitals hereto.

“U.S. Hunter Parent Borrower”: as defined in the recitals hereto.

“U.S. Parent Borrowers”: as defined in the recitals hereto.

“U.S. Ulysses Parent Borrower”: as defined in the recitals hereto.

1.2 Other Definitional Provisions. (a) The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Annex references are to this Agreement unless otherwise specified. The words “include”, “includes”, and “including” shall be deemed to be followed by the phrase “without limitation”.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Pledged Collateral, or any part thereof, when used in relation to a Pledgor shall refer to such Pledgor’s Pledged Collateral or the relevant part thereof.

(d) All references in this Agreement to any of the property described in the definition of the term “Pledged Collateral”, or to any Proceeds thereof, shall be deemed to be references thereto only to the extent the same constitute Pledged Collateral.

## SECTION 2

[Reserved].

## SECTION 3

### Grant of Security Interest

3.1 [Reserved].

3.2 Pledged Collateral. Each Pledgor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Pledged Collateral of such Pledgor now owned or at any time hereafter acquired by such Pledgor, including any Proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Pledgor; provided that no security interest is or will be granted pursuant to this Agreement or any other Security Document in any right, title or interest of any Pledgor under or in, and “Pledged Collateral” shall not include, any Excluded Assets.

3.3 [Reserved].

3.4 Intercreditor Relations. Notwithstanding anything herein to the contrary, it is the understanding of the parties that the Liens granted pursuant to Subsection 3.2 shall, (x) prior to the Discharge of Senior Priority Obligations, be subject and subordinate in priority to the Liens granted to any Senior Priority Agent for the benefit of the holders of any Senior Priority Obligations, and (y) prior to the Discharge of Additional Obligations that are Senior Priority Obligations, be subject and subordinate in priority to the Liens granted to any Additional Agent for the benefit of the holders of the applicable Additional Obligations that are Senior Priority Obligations to secure such Additional Obligations that are Senior Priority Obligations pursuant to the applicable Additional Collateral Documents (except, in the case of clause (y), as may be separately otherwise agreed between the Collateral Agent, on behalf of itself and the Secured Parties, and any Additional Agent, on behalf of itself and the Additional Secured Parties represented thereby). Each of the Collateral Agent and the Administrative Agent acknowledges and agrees that the relative priority of the Liens granted to the Collateral Agent, the First Lien Collateral Agent and any Additional Agent shall be determined solely pursuant to the applicable Intercreditor Agreements and not by priority as a matter of law or otherwise. Notwithstanding anything herein to the contrary, the Liens and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the applicable Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control as among (i) the Collateral Agent, the First Lien Collateral Agent and any Additional Agent, in the case of the Base Intercreditor Agreement, (ii) the Collateral Agent and any other secured creditor (or agent therefor) party thereto, in the case of any Junior Lien Intercreditor Agreement, and (iii) the Collateral Agent and any other secured creditor (or agent therefor) party thereto, in the case of any Other Intercreditor Agreement. In the event of any such conflict, each Pledgor may act (or omit to act) in accordance with such Intercreditor Agreement, and shall not be in breach, violation or default of its obligations hereunder by reason of doing so. Notwithstanding any other provision hereof, prior to the Discharge of Senior Priority Obligations and Discharge of Additional Obligations, any obligation hereunder to deliver to the Collateral Agent any Pledged Collateral shall be satisfied by causing such Pledged Collateral to be delivered to the Collateral Agent, the First Lien Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, to be held in accordance with the applicable Intercreditor Agreement.

## SECTION 4

### Representations and Warranties

4.1 [Reserved].

4.2 [Reserved].

4.3 Representations and Warranties of Each Pledgor. To induce the Administrative Agent, the Collateral Agent and the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement following the Closing Date, each Pledgor hereby represents and warrants to the Collateral Agent and each other Secured Party (solely to the extent such representations and warranties are required to be true and correct for

such Extension of Credit pursuant to Subsection 6.2 of the Credit Agreement) that, in each case after giving effect to the Transactions:

4.3.1 Except as provided in Subsection 3.4, the shares of Pledged Stock pledged by such Pledgor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each U.S. Subsidiary owned by such Pledgor.

4.3.2 [Reserved].

4.3.3 Such Pledgor is the record and beneficial owner of, and has good title to, the Pledged Stock pledged by it hereunder, free of any and all Liens securing Indebtedness owing to any other Person, except the security interest created by this Agreement and Liens permitted by the Credit Agreement (including Permitted Liens).

4.3.4 Upon the delivery to the Collateral Agent, the First Lien Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, of the certificates evidencing the Pledged Stock held by such Pledgor together with executed undated stock powers or other instruments of transfer, and subject to the Filings, the security interest created by this Agreement in such Pledged Stock constituting certificated securities, assuming the continuing possession of such Pledged Stock by the Collateral Agent, the First Lien Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, will constitute a valid, perfected second priority (subject, in terms of priority only, to the priority of the Liens of the applicable Collateral Representative and any Additional Agent) security interest in such Pledged Stock to the extent provided in and governed by the Code, enforceable in accordance with its terms against all creditors of such Pledgor and any Persons purporting to purchase such Pledged Stock from such Pledgor to the extent provided in and governed by the Code, in each case subject to Liens permitted by the Credit Agreement (including Permitted Liens) (and any applicable Intercreditor Agreement), and except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

4.3.5 Upon the occurrence of the Filings and the earlier of (x) (to the extent a security interest in uncertificated securities may be perfected by the filing of a financing statement) the filing of the Financing Statements or of financing statements delivered pursuant to Subsection 7.9 of the Credit Agreement in the relevant jurisdiction and (y) (to the extent a security interest in uncertificated securities may be perfected by the obtaining and maintenance of "control" (as described in the Code)) the obtaining and maintenance of "control" (as described in the Code) by the Collateral Agent, the First Lien Agent, the applicable Collateral Representative or any Additional Agent (or their respective agents appointed for purposes of perfection), as applicable, in accordance with any applicable Intercreditor Agreement, of all Pledged Stock that constitute uncertificated securities, the security interest created by this Agreement in such Pledged Stock that constitute uncertificated securities, will constitute a valid, perfected second priority (subject, in terms of priority only, to the priority of the Liens of the applicable Collateral Representative and any Additional Agent set forth in the Base Intercreditor



Agreement or any Other Intercreditor Agreement) security interest in such Pledged Stock constituting uncertificated securities to the extent provided in and governed by the Code, enforceable in accordance with its terms against all creditors of such Pledgor and any persons purporting to purchase such Pledged Stock from such Pledgor, to the extent provided in and governed by the Code, in each case subject to Subsection 3.4 and any Liens permitted by the Credit Agreement (including Permitted Liens) (and any applicable Intercreditor Agreement), and except as to enforcement, as may be limited by applicable domestic or foreign bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

## SECTION 5

### Covenants

5.1 [Reserved]..

5.2 [Reserved]..

5.3 Covenants of Each Pledgor. Each Pledgor covenants and agrees with the Collateral Agent and the other Secured Parties that, from and after the date of this Agreement until the earlier to occur of (i) the Loans and all other Obligations then due and owing shall have been paid in full in cash and the Commitments shall have terminated, (ii) as to any Pledgor, a sale or other disposition of all the Capital Stock of such Pledgor (other than to the Company, a Borrower or a Subsidiary Guarantor), or any other transaction or occurrence as a result of which such Pledgor ceases to be a Restricted Subsidiary of the Company, in each case that is permitted under the Credit Agreement or (iii) as to any Pledgor, such Pledgor being or becoming an Excluded Subsidiary being released from its Obligations pursuant to Subsection 7.9(b)(iv) of the Credit Agreement:

5.3.1 Additional Shares. If such Pledgor shall, as a result of its ownership of its Pledged Stock, become entitled to receive or shall receive any stock certificate (including any stock certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), stock option or similar rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Pledgor shall accept the same as the agent of the Collateral Agent and the other Secured Parties, hold the same in trust for the Collateral Agent and the other Secured Parties and deliver the same forthwith to the Collateral Agent (who will hold the same on behalf of the Secured Parties), the First Lien Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, in the exact form received, duly indorsed by such Pledgor to the Collateral Agent, the First Lien Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, if required, together with an undated stock power covering such certificate duly executed in blank by such Pledgor, to be held by the Collateral Agent, the First Lien Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with

any applicable Intercreditor Agreement, subject to the terms hereof, as additional collateral security for the Obligations (provided that in no event shall there be pledged, nor shall any Pledgor be required to pledge, any Excluded Assets). If an Event of Default shall have occurred and be continuing, any sums paid upon or in respect of the Pledged Stock upon the liquidation or dissolution of any Issuer (except any liquidation or dissolution of any Subsidiary of the Company in accordance with the Credit Agreement) shall be paid over to the Collateral Agent, the First Lien Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement to be held by the Collateral Agent, the First Lien Collateral Agent, any applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, subject to the terms hereof, as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Pledged Stock or any property shall be distributed upon or with respect to the Pledged Stock pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Collateral Agent, be delivered to the Collateral Agent, the First Lien Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, to be held by the Collateral Agent, the First Lien Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement, subject to the terms hereof, as additional collateral security for the Obligations, in each case except as otherwise provided by any applicable Intercreditor Agreement. If any sums of money or property so paid or distributed in respect of the Pledged Stock shall be received by such Pledgor, such Pledgor shall, until such money or property is paid or delivered to the Collateral Agent, the First Lien Collateral Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with any applicable Intercreditor Agreement hold such money or property in trust for the Secured Parties, segregated from other funds of such Pledgor, as additional collateral security for the Obligations.

5.3.2 [Reserved].

5.3.3 [Reserved].

5.3.4 Maintenance of Security Interest. (a) Subject to the Agreed Security Principles, such Pledgor shall use commercially reasonable efforts to defend the security interest created by this Agreement in such Pledgor's Pledged Collateral against the claims and demands of all Persons whomsoever. At any time and from time to time, upon the written request of the Collateral Agent and at the sole expense of such Pledgor, subject to the Agreed Security Principles, such Pledgor will promptly and duly execute and deliver such further instruments and documents and take such further actions as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted by such Pledgor; provided that notwithstanding any other provision of this Agreement or any other Loan Documents, but subject to the Agreed Security Principles, no Pledgor will be required to (x) take any action in any jurisdiction other than the United States of America, or required by the laws of any such non-U.S. jurisdiction (other than the Irish Collateral Filings and the U.K. Collateral Filings), or enter into any security agreement or pledge agreement governed by the laws of any such non-U.S. jurisdiction, in order to create any security

interests (or other Liens) in assets located or titled outside of the United States of America or to perfect any security interests (or other Liens) in any Pledged Collateral, (y) deliver control agreements with respect to, or confer perfection by “control” over, any Pledged Collateral, except in the case of Pledged Collateral that constitutes Capital Stock in certificated form, delivering such Capital Stock to the Collateral Agent (or another Person as required under any Intercreditor Agreement), or (z) take any action in order to perfect any security interests in any assets specifically requiring perfection through control (including cash, cash equivalents, deposit accounts or securities accounts) (except, in each case, to the extent consisting of proceeds perfected automatically or by the filing of a financing statement under the Uniform Commercial Code in the applicable jurisdiction of incorporation or organization or, in the case of Pledged Stock, by being held by the Collateral Agent or an Additional Agent as agent for the Collateral Agent).

(b) The Collateral Agent may grant extensions of time for the creation and perfection of security interests in, or obtaining or delivery of documents or other deliverables with respect to, particular assets of any Pledgor where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or any other Security Documents.

## SECTION 6

### Remedial Provisions

6.1 [Reserved]..

6.2 [Reserved]..

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given notice to the relevant Pledgor of the Collateral Agent’s intent to exercise its corresponding rights pursuant to Subsection 6.3(b), each Pledgor shall be permitted to receive all cash dividends and distributions paid in respect of the Pledged Stock, and to exercise all voting and corporate rights with respect to the Pledged Stock.

(b) Subject to each applicable Intercreditor Agreement, if an Event of Default shall occur and be continuing and the Collateral Agent shall give written notice of its intent to exercise such rights to the relevant Pledgor or Pledgors (i) the Collateral Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Pledged Stock and make application thereof to the Obligations of the relevant Pledgor as provided in the Credit Agreement consistent with Subsection 6.5, and (ii) any or all of the Pledged Stock shall be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Stock at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange, subscription and any other rights, privileges or options pertaining to such Pledged Stock as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Pledged Stock upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the

corporate structure of any Issuer, or upon the exercise by the relevant Pledgor or the Collateral Agent, of any right, privilege or option pertaining to such Pledged Stock, and in connection therewith, the right to deposit and deliver any and all of the Pledged Stock with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may reasonably determine), all without liability to the maximum extent permitted by applicable law (other than for its gross negligence or willful misconduct) except to account for property actually received by it, but the Collateral Agent shall have no duty, to any Pledgor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing, provided that the Collateral Agent shall not exercise any voting or other consensual rights pertaining to the Pledged Stock in any way that would constitute an exercise of the remedies described in Subsection 6.6 other than in accordance with Subsection 6.6.

(c) Each Pledgor hereby authorizes and instructs each Issuer or maker of any Pledged Stock pledged by such Pledgor hereunder to, subject to each applicable Intercreditor Agreement, (i) comply with any instruction received by it from the Collateral Agent in writing with respect to Capital Stock in such Issuer that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Pledgor, and each Pledgor agrees that each Issuer or maker shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Stock directly to the Collateral Agent.

6.4 Proceeds to Be Turned Over to the Collateral Agent. Subject to each applicable Intercreditor Agreement, if an Event of Default shall occur and be continuing, and the Collateral Agent shall have instructed any Pledgor to do so, all Proceeds of Pledged Collateral received by such Pledgor consisting of cash, checks and other Cash Equivalent items shall be held by such Pledgor in trust for the Collateral Agent and the other Secured Parties hereto, the First Lien Agent and the other First Lien Secured Parties, any Additional Agent and the other applicable Additional Secured Parties (as defined in the applicable Intercreditor Agreement), and the applicable Collateral Representative, in each case to the extent applicable, in accordance with the terms of each applicable Intercreditor Agreement, segregated from other funds of such Pledgor, and shall, forthwith upon receipt by such Pledgor, be turned over to the Collateral Agent, the First Lien Collateral Agent the applicable Collateral Representative or any Additional Agent, as applicable (or their respective agents appointed for purposes of perfection), in accordance with the terms of the applicable Intercreditor Agreement, in the exact form received by such Pledgor (duly indorsed by such Pledgor to the Collateral Agent, the First Lien Agent, the applicable Collateral Representative or any Additional Agent, as applicable, in accordance with the terms of the applicable Intercreditor Agreement, if required). All Proceeds of Pledged Collateral received by the Collateral Agent hereunder shall be held by the Collateral Agent in the relevant Collateral Proceeds Account maintained under its sole dominion and control, subject to each applicable Intercreditor Agreement. All Proceeds of Pledged Collateral while held by the Collateral Agent in such Collateral Proceeds Account (or by the relevant Pledgor in trust for the Collateral Agent and the other Secured Parties) shall continue to be held as collateral security for all the Obligations of such Pledgor and shall not constitute payment thereof until applied as provided in Subsection 6.5 and each applicable Intercreditor Agreement.

6.5 Application of Proceeds. It is agreed that if an Event of Default shall occur and be continuing, any and all Proceeds of the relevant Pledgor's Pledged Collateral received by the Collateral Agent (whether from the relevant Pledgor or otherwise) shall be held by the Collateral Agent for the benefit of the Secured Parties as collateral security for the Obligations of the relevant Pledgor (whether matured or unmatured), and/or then or at any time thereafter may, in the sole discretion of the Collateral Agent, subject to each applicable Intercreditor Agreement, be applied by the Collateral Agent against the Obligations of the relevant Pledgor then due and owing in the order of priority set forth in Subsection 10.14 of the Credit Agreement.

6.6 Code and Other Remedies. Subject to each applicable Intercreditor Agreement, if an Event of Default shall occur and be continuing, the Collateral Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations to the extent permitted by applicable law, all rights and remedies of a secured party under the Code and under any other applicable law and in equity. Without limiting the generality of the foregoing, to the extent permitted by applicable law and subject to each applicable Intercreditor Agreement, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Pledgor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances, forthwith collect, receive, appropriate and realize upon the Pledged Collateral, or any part thereof, and/or may forthwith, subject to any existing reserved rights or licenses, sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Pledged Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. To the extent permitted by law and subject to each applicable Intercreditor Agreement, the Collateral Agent or any other Secured Party shall have the right, upon any such sale or sales, to purchase the whole or any part of the Pledged Collateral so sold, free of any right or equity of redemption in such Pledgor, which right or equity is hereby waived and released. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Subsection 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Pledged Collateral or in any way relating to the Pledged Collateral or the rights of the Collateral Agent and the other Secured Parties hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations of the relevant Pledgor then due and owing, in the order of priority specified in Subsection 6.5, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, including Section 9-615(a)(3) of the Code, need the Collateral Agent account for the surplus, if any, to such Pledgor. To the extent permitted by applicable law, (i) such Pledgor waives all claims, damages and demands it may acquire against the Collateral Agent or any other Secured Party arising out of the repossession, retention or sale of the Pledged Collateral, other than any such claims, damages and demands that may arise from the gross negligence or willful misconduct of any of the Collateral Agent or such other Secured Party, and (ii) if any notice of a proposed sale or other disposition of

Pledged Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) Subject to each applicable Intercreditor Agreement, if the Collateral Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Subsection 6.6, and if in the reasonable opinion of the Collateral Agent it is necessary or reasonably advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Pledgor will use its reasonable best efforts to cause the Issuer thereof to (i) execute and deliver, and use its reasonable best efforts to cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the reasonable opinion of the Collateral Agent, necessary or advisable to register such Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its reasonable best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of not more than one year from the date of the first public offering of such Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the reasonable opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Such Pledgor agrees to use its reasonable best efforts to cause such Issuer to comply with the provisions of the securities or “Blue Sky” laws of any and all states and the District of Columbia that the Collateral Agent shall reasonably designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) that will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Such Pledgor recognizes that the Collateral Agent may be unable to effect a public sale of any or all such Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which 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. Such Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, to the extent permitted by applicable law, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall not be under any obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Such Pledgor agrees to use its reasonable best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of such Pledged Stock pursuant to this Subsection 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Such Pledgor further agrees that a breach of any of the covenants contained in this Subsection 6.7 will cause irreparable injury to the Collateral Agent and the Lenders, that the Collateral Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Subsection 6.7 shall be specifically enforceable against such Pledgor, and to the extent

permitted by applicable law, 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 Event of Default has occurred or is continuing under the Credit Agreement).

6.8 Waiver; Deficiency. Each Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Pledged Collateral are insufficient to pay in full, the Loans and, to the extent then due and owing, all other Obligations of such Pledgor and the reasonable fees and disbursements of any attorneys employed by the Collateral Agent or any other Secured Party to collect such deficiency.

## SECTION 7

### The Collateral Agent

7.1 Collateral Agent's Appointment as Attorney-in-Fact, etc. (a) Each Pledgor hereby irrevocably constitutes and appoints the Collateral Agent and any authorized officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Pledgor and in the name of such Pledgor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be reasonably necessary or desirable to accomplish the purposes of this Agreement to the extent permitted by applicable law, provided that the Collateral Agent agrees not to exercise such power except upon the occurrence and during the continuance of any Event of Default, and in accordance with and subject to each applicable Intercreditor Agreement. Without limiting the generality of the foregoing, at any time when an Event of Default has occurred and is continuing (in each case to the extent permitted by applicable law and subject to each applicable Intercreditor Agreement), each Pledgor hereby gives the Collateral Agent the power and right, on behalf of such Pledgor, without notice or assent by such Pledgor, to execute, in connection with any sale provided for in Subsection 6.6 or 6.7, any endorsements, assessments or other instruments of conveyance or transfer with respect to such Pledgor's Pledged Collateral, to do any or all of the following:

- (i) [reserved];
- (ii) [reserved];
- (iii) pay or discharge taxes and Liens, other than Liens permitted under this Agreement or the other Loan Documents, levied or placed on the Pledged Collateral of such Pledgor, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof; and
- (iv) (A) direct any party liable for any payment under any of the Pledged Collateral of such Pledgor to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (B) ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Pledged Collateral of such Pledgor; (C) [reserved]; (D) commence and prosecute any

suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Pledged Collateral of such Pledgor or any portion thereof and to enforce any other right in respect of any Pledged Collateral of such Pledgor; (E) defend any suit, action or proceeding brought against such Pledgor with respect to any Pledged Collateral of such Pledgor; (F) settle, compromise or adjust any such suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Collateral Agent may deem appropriate; (G) [reserved]; and (H) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Pledged Collateral of such Pledgor as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Pledgor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve or realize upon the Pledged Collateral of such Pledgor and the Collateral Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Pledgor might do.

(b) The reasonable expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Subsection 7.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due ABR Loans under the Credit Agreement, from the date of payment by the Collateral Agent to the date reimbursed by the relevant Pledgor, shall be payable by such Pledgor to the Collateral Agent on demand.

(c) Each Pledgor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable as to the relevant Pledgor until this Agreement is terminated as to such Pledgor, and the security interests in the Pledged Collateral of such Pledgor created hereby are released.

7.2 Duty of Collateral Agent. The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Pledged Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. None of the Collateral Agent or any other Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Pledged Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Pledged Collateral upon the request of any Pledgor or any other Person or, except as otherwise provided herein, to take any other action whatsoever with regard to the Pledged Collateral or any part thereof. The powers conferred on the Collateral Agent and the other Secured Parties hereunder are solely to protect the Collateral Agent's and the other Secured Parties' interests in the Pledged Collateral and shall not impose any duty upon the Collateral Agent or any other Secured Party to exercise any such powers. The Collateral Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and to the maximum extent permitted by applicable law, neither they nor any of their officers, directors, employees or agents shall be responsible to any Pledgor for any act or failure to act hereunder, except as otherwise provided herein or for their own gross negligence



or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

7.3 Financing Statements. Pursuant to any applicable law, each Pledgor authorizes the Collateral Agent to file or record financing statements and other filing or recording documents or instruments, including the Irish Collateral Filings, the U.K. Collateral Filings and the Filings, with respect to such Pledgor's Pledged Collateral without the signature of such Pledgor in such form and in such filing offices as the Collateral Agent reasonably determines appropriate to perfect the security interests of the Collateral Agent under this Agreement. Each Pledgor authorizes the Collateral Agent to use any collateral description reasonably determined by the Collateral Agent, including the collateral description "all personal property" or "all assets" or words of similar meaning in any such financing statements. For the avoidance of doubt, nothing herein shall require either the Administrative Agent or the Collateral Agent, or any designee thereof, to file financing statements, termination statements or continuation statements, or be responsible for maintaining the security interests purported to be created as described herein and the Collateral Agent shall not be liable or responsible for any loss or diminution in the value of any of the Collateral by reason of the act or omission of any agent or bailee. The responsibility to file financing statements, termination statements or continuation statements, or be responsible for maintaining the security interests purported to be created as described herein shall be solely that of the applicable Grantor. The Collateral Agent agrees to use its commercially reasonable efforts to notify the relevant Pledgor of any financing or continuation statement filed by it, provided that any failure to give such notice shall not affect the validity or effectiveness of any such filing.

7.4 Authority of Collateral Agent. Each Pledgor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement or any amendment, supplement or other modification of this Agreement shall, as between the Collateral Agent and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Pledgors, the Collateral Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Pledgor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

## SECTION 8

### Non-Lender Secured Parties

8.1 Rights to Pledged Collateral. (a) The Non-Lender Secured Parties shall not have any right whatsoever to do any of the following: (i) exercise any rights or remedies with respect to the Pledged Collateral or to direct the Collateral Agent to do the same, including the right to (A) enforce any Liens or sell or otherwise foreclose on any portion of the Pledged Collateral, (B) request any action, institute any proceedings, exercise any voting rights, give any instructions, make any election, notify account debtors or make collections with respect to all or any portion of the Pledged Collateral or (C) release any Pledgor under this

Agreement or release any Pledged Collateral from the Liens of any Security Document or consent to or otherwise approve any such release; (ii) demand, accept or obtain any Lien on any Pledged Collateral (except for Liens arising under, and subject to the terms of, this Agreement); (iii) vote in any Bankruptcy Case or similar proceeding (including any solvent liquidation or reorganization of any Foreign Subsidiary that is not a Loan Party) in respect of Holdings, the Company or any of its Subsidiaries (any such proceeding, for purposes of this clause (a), a “Bankruptcy”) with respect to, or take any other actions concerning the Pledged Collateral; (iv) receive any proceeds from any sale, transfer or other disposition of any of the Pledged Collateral (except in accordance with this Agreement); (v) oppose any sale, transfer or other disposition of the Pledged Collateral; (vi) object to any debtor-in-possession financing in any Bankruptcy which is provided by one or more Lenders among others (including on a priming basis under Section 364(d) of the Bankruptcy Code); (vii) object to the use of cash collateral in respect of the Pledged Collateral in any Bankruptcy; or (viii) seek, or object to the Lenders or Agents seeking on an equal and ratable basis, any adequate protection or relief from the automatic stay with respect to the Pledged Collateral in any Bankruptcy.

(b) Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement and the other Security Documents, agrees that in exercising rights and remedies with respect to the Pledged Collateral, the Collateral Agent and the Lenders, with the consent of the Collateral Agent, may enforce the provisions of the Security Documents and exercise remedies thereunder and under any other Loan Documents (or refrain from enforcing rights and exercising remedies), all in such order and in such manner as they may determine in the exercise of their sole business judgment. Such exercise and enforcement shall include the rights to collect, sell, dispose of or otherwise realize upon all or any part of the Pledged Collateral, to incur expenses in connection with such collection, sale, disposition or other realization and to exercise all the rights and remedies of a secured lender under the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction. The Non-Lender Secured Parties by their acceptance of the benefits of this Agreement and the other Security Documents hereby agree not to contest or otherwise challenge any such collection, sale, disposition or other realization of or upon all or any of the Pledged Collateral. Whether or not a Bankruptcy Case has been commenced, the Non-Lender Secured Parties shall be deemed to have consented to any sale or other disposition of any property, business or assets of Holdings, the Company or any of its Subsidiaries and the release of any or all of the Pledged Collateral from the Liens of any Security Document in connection therewith.

(c) Notwithstanding any provision of this Subsection 8.1, the Non-Lender Secured Parties shall be entitled subject to each applicable Intercreditor Agreement to file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleadings (A) in order to prevent any Person from seeking to foreclose on the Pledged Collateral or supersede the Non-Lender Secured Parties’ claim thereto or (B) in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of the Non-Lender Secured Parties. Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement, agrees to be bound by and to comply with each applicable Intercreditor Agreement and authorizes the Collateral Agent to enter into the Intercreditor Agreements on its behalf.

(d) Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement, agrees that the Collateral Agent and the Lenders may deal with the Pledged Collateral, including any exchange, taking or release of Pledged Collateral, may change or increase the amount of the Obligations, and may release any Pledgor from its Obligations hereunder, all without any liability or obligation (except as may be otherwise expressly provided herein) to the Non-Lender Secured Parties.

8.2 Appointment of Agent. Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement and the other Security Documents, shall be deemed irrevocably to make, constitute and appoint the Collateral Agent, as agent under the Credit Agreement (and all officers, employees or agents designated by the Collateral Agent) as such Person's true and lawful agent and attorney-in-fact, and in such capacity, the Collateral Agent shall have the right, with power of substitution for the Non-Lender Secured Parties and in each such Person's name or otherwise, to effectuate any sale, transfer or other disposition of the Pledged Collateral. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Non-Lender Secured Parties for the purposes set forth herein is coupled with an interest and is irrevocable. It is understood and agreed that the Collateral Agent has appointed the Administrative Agent as its agent for purposes of perfecting certain of the security interests created hereunder and for otherwise carrying out certain of its obligations hereunder. Each Non-Lender Secured Party, by its acceptance of the benefits of this Agreement and the other Security Documents, agrees to be bound by the provisions of Subsections 10.4, 10.5 and 10.6 of the Credit Agreement as if it were a Lender.

8.3 Waiver of Claims. To the maximum extent permitted by law, each Non-Lender Secured Party waives any claim it might have against the Collateral Agent or the Lenders with respect to, or arising out of, any action or failure to act or any error of judgment, negligence, or mistake or oversight whatsoever on the part of the Collateral Agent or the Lenders or their respective directors, officers, employees or agents with respect to any exercise of rights or remedies under the Loan Documents or any transaction relating to the Pledged Collateral (including any such exercise described in Subsection 8.1(b)), except for any such action or failure to act that constitutes willful misconduct or gross negligence of such Person. To the maximum extent permitted by applicable law, none of the Collateral Agent or any Lender or any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Pledged Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Pledged Collateral upon the request of Holdings, any Subsidiary of Holdings, any Non-Lender Secured Party or any other Person or to take any other action or forbear from doing so whatsoever with regard to the Pledged Collateral or any part thereof, except for any such action or failure to act that constitutes willful misconduct or gross negligence of such Person.

8.4 Designation of Non-Lender Secured Parties. The Borrower Representative may from time to time designate a Person as a "Bank Products Provider," a "Hedging Provider" or a "Management Credit Provider" hereunder by written notice to the Collateral Agent. Upon being so designated by the Borrower Representative, such Bank Products Provider, Hedging Provider or Management Credit Provider (as the case may be) shall be a Non-Lender Secured Party for the purposes of this Agreement for as long as so designated by the Borrower Representative; provided that, at the time of the Borrower

Representative's designation of such Non-Lender Secured Party, the obligations of the relevant Pledgor under the applicable Hedging Agreement, Bank Products Agreement or Management Guarantee (as the case may be) have not been designated as Junior Priority Obligations or Additional Obligations; provided that, the Collateral Agent acknowledges that as of the Closing Date, Royal Bank of Canada has been designated as a "Bank Products Provider" and shall remain a "Bank Products Provider" and "Non-Lender Secured Party" until such time as the Borrower Representative no longer designates it as such.

## SECTION 9

### Miscellaneous

9.1 Amendments in Writing. None of the terms or provisions of this Agreement may be amended, supplemented, waived or otherwise modified except by a written instrument executed by each affected Pledgor and the Collateral Agent, provided that (a) any provision of this Agreement imposing obligations on any Pledgor may be waived by the Collateral Agent at the direction of the Required Lenders in a written instrument executed by the Collateral Agent and (b) if separately agreed in writing between the Borrower Representative and any Non-Lender Secured Party (and such Non-Lender Secured Party has been designated in writing by the Borrower Representative to the Collateral Agent for purposes of this sentence (or as designated pursuant to the second proviso in Subsection 8.4), for so long as so designated), no such amendment, supplement, waiver or modification shall amend, modify or waive Subsection 6.5 (or the definition of "Non-Lender Secured Party" or "Secured Party" to the extent relating thereto) if such amendment, supplement, waiver or modification would directly and adversely affect a Non-Lender Secured Party without the written consent of such affected Non-Lender Secured Party. For the avoidance of doubt, it is understood and agreed that any amendment, supplement, waiver or other modification of or to any Intercreditor Agreement that would have the effect, directly or indirectly, through any reference herein to any Intercreditor Agreement or otherwise, of amending, supplementing, waiving or otherwise modifying this Agreement, or any term or provision hereof, or any right or obligation of any Pledgor hereunder or in respect hereof, shall not be given such effect except pursuant to a written instrument executed by each affected Pledgor and the Collateral Agent in accordance with this Subsection 9.1.

9.2 Notices. All notices, requests and demands to or upon the Administrative Agent, the Collateral Agent or any Pledgor hereunder shall be effected in the manner provided for in Subsection 11.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Pledgor shall be addressed to such Pledgor at its notice address set forth on Schedule 1, unless and until such Pledgor shall change such address by notice to the Collateral Agent and the Administrative Agent given in accordance with Subsection 11.2 of the Credit Agreement.

9.3 No Waiver by Course of Conduct; Cumulative Remedies. None of the Collateral Agent or any other Secured Party shall by any act (except by a written instrument pursuant to Subsection 9.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent

or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Collateral Agent or such other Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

#### 9.4 Enforcement Expenses; Indemnification.

(a) [Reserved].

(b) Each Pledgor jointly and severally agrees to pay, and to save the Collateral Agent, the Administrative Agent and the other Secured Parties harmless from, (x) any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Pledged Collateral or in connection with any of the transactions contemplated by this Agreement and (y) any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement (collectively, the “indemnified liabilities”), in each case to the extent the Borrowers would be required to do so pursuant to Subsection 11.5 of the Credit Agreement, and in any event excluding any taxes or other indemnified liabilities arising from gross negligence, bad faith or willful misconduct of the Collateral Agent, the Administrative Agent or any other Secured Party as determined by a court of competent jurisdiction in a final and nonappealable decision.

(c) The agreements in this Subsection 9.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

9.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Pledgors, the Collateral Agent and the Secured Parties and their respective successors and assigns permitted by the Credit Agreement.

9.6 [Reserved].

9.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words “execution”, “signed”, “signature” and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State

Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

9.8 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 without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

9.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Pledgors, the Collateral Agent and the other Secured Parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Pledgors, the Collateral Agent or any other Secured Party relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

9.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

9.12 Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party to the exclusive general jurisdiction of the Supreme Court of the State of New York for the County of New York (the "New York Supreme Court"), and the United States District Court for the Southern District of New York (the "Federal District Court") and, together with the New York Supreme Court, the "New York Courts") and appellate courts from either of them; provided that nothing in this Agreement shall be deemed or operate to preclude (i) the Collateral Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Pledged Collateral or any other security for the Obligations (in which case any party shall be entitled to assert any claim or defense, including any claim or defense that this Subsection 9.12 would otherwise require to be asserted in a legal action or proceeding in a New York Court), or to enforce a judgment or other court order in favor of the Administrative Agent or the Collateral Agent, (ii) any party from bringing any legal action or proceeding in any jurisdiction for the recognition and enforcement of any judgment, (iii) if all such New York Courts decline jurisdiction over any Person, or decline (or in the case of the Federal District Court, lack) jurisdiction over any subject

matter of such action or proceeding, a legal action or proceeding may be brought with respect thereto in another court having jurisdiction and (iv) in the event a legal action or proceeding is brought against any party hereto or involving any of its assets or property in another court (without any collusive assistance by such party or any of its Subsidiaries or Affiliates), such party from asserting a claim or defense (including any claim or defense that this Subsection 9.12(a) would otherwise require to be asserted in a legal proceeding in a New York Court) in any such action or proceeding;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to any party at its address referred to in Subsection 9.2 or at such other address of which the Collateral Agent and the Administrative Agent (in the case of any other party hereto) and the Borrower Representative (in the case of the Collateral Agent and the Administrative Agent) shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or (subject to clause (a) above) shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Subsection 9.12 any consequential or punitive damages.

**9.13 Acknowledgments.** Each Pledgor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) none of the Collateral Agent, the Administrative Agent or any other Secured Party has any fiduciary relationship with or duty to any Pledgor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Pledgors, on the one hand, and the Collateral Agent, the Administrative Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Pledgors and the Secured Parties.

**9.14 WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY

LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

9.15 Additional Granting Parties. (a) Each new U.K. Subsidiary or Irish Subsidiary of the Company that is required to become a party to this Agreement pursuant to Subsection 7.9(a)(ii), (a)(iii), (b)(ii) or (b)(iii) of the Credit Agreement shall become a Pledgor for all purposes of this Agreement upon execution and delivery by such Pledgor of an Assumption Agreement substantially in the form of Annex 2 hereto. Each existing Pledgor that is required to become a Pledgor with respect to Capital Stock of any new U.S. Subsidiary of the Company pursuant to Subsection 7.9(b)(i) of (c) of the Credit Agreement shall become a Pledgor with respect thereto upon execution and delivery by such Pledgor of a Supplemental Agreement substantially in the form of Annex 3 hereto.

(b) Pursuant and subject to Subsection 7.14(a) of the Credit Agreement, promptly (and in any event within five Business Days) following the Closing Date, each Huntsworth U.K. Loan Party and Huntsworth Irish Loan Party that is not an existing Pledgor and that is required to become a party to this Agreement shall become a Pledgor for all purposes of this Agreement upon execution and delivery by such Huntsworth U.K. Loan Party or Huntsworth Irish Loan Party of an Assumption Agreement in substantially the form of Annex 2 hereto.

(c) Pursuant and subject to Subsection 7.14(b) of the Credit Agreement, within 90 days after the Closing Date, each UDG U.K. Loan Party and UDG Irish Loan Party that is not an existing Pledgor and that is required to become party to this Agreement shall become a Pledgor for all purposes of this Agreement upon execution and delivery by such Huntsworth U.K. Loan Party or Huntsworth Irish Loan Party of an Assumption Agreement in substantially the form of Annex 2 hereto.

9.16 Releases. (a) At such time as the Loans and the other Obligations (other than any Obligations owing to a Non-Lender Secured Party) then due and owing shall have been paid in full, the Commitments have been terminated and all Pledged Collateral shall be automatically released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent, the Administrative Agent and each Pledgor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Pledged Collateral shall revert to the Pledgors. At the request and sole expense of any Pledgor following any such termination, the Collateral Agent and the Administrative Agent shall deliver to such Pledgor (subject to Subsection 7.2, without recourse and without representation or warranty) any Pledged Collateral held by the Collateral Agent hereunder, and execute, acknowledge and deliver, or cause delivery, to such Pledgor such releases, instruments or other documents (including UCC termination statements), and do or cause to be done all other acts, as any Pledgor shall reasonably request to evidence such termination.

(b) Upon any sale or other disposition of Pledged Collateral permitted by the Credit Agreement (other than any sale or disposition to another Pledgor), the Lien pursuant to this Agreement on such sold or disposed of Pledged Collateral shall be automatically released. In connection with a sale or other disposition of all the Capital Stock of any Pledgor (other than any sale or disposition to another Pledgor) or any other transaction or occurrence as a result of



which any Pledgor ceases to be a Restricted Subsidiary of the Company or is released from its Obligations pursuant to Subsection 7.9(b)(iv) of the Credit Agreement, or a sale or other disposition of Pledged Collateral (other than a sale or disposition to another Pledgor) permitted under the Credit Agreement, the Administrative Agent and the Collateral Agent shall, upon receipt from the Borrower Representative of a written request for the release of such Pledgor from its Guarantee or the release of the Pledged Collateral subject to such sale, disposition or other transaction, identifying such Pledgor or the relevant Pledged Collateral, together with a certification by the Borrower Representative stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents, execute and deliver to the Borrower Representative or the relevant Pledgor (subject to Subsection 7.2, without recourse and without representation or warranty), at the sole cost and expense of such Pledgor, any Pledged Collateral of such relevant Pledgor held by the Collateral Agent, or the Pledged Collateral subject to such sale or disposition (as applicable), and, at the sole cost and expense of such Pledgor, execute, acknowledge and deliver, or cause delivery, to such Pledgor such releases, instruments or other documents (including UCC termination statements), and do or cause to be done all other acts, as the Borrower Representative or such Pledgor shall reasonably request (x) to evidence or effect the release of such Pledgor from its Guarantee (if any) and of the Liens created hereby (if any) on such Pledgor's Pledged Collateral or (y) to evidence the release of the Pledged Collateral subject to such sale or disposition.

(c) Upon any transaction or occurrence as a result of which any Pledgor ceases to be a Restricted Subsidiary of the Company that is permitted under the Credit Agreement, or any such Pledgor being or becoming an Excluded Subsidiary in accordance with the provisions of the Credit Agreement or being released from its Obligations pursuant to Subsection 7.9(b)(iv) of the Credit Agreement, the Lien pursuant to this Agreement on all Pledged Collateral of such Pledgor (if any) shall be automatically released, and the Guarantee (if any) of such Pledgor, and all obligations of such Pledgor hereunder, shall terminate, all without delivery of any instrument or performance of any act by any party, and the Administrative Agent and the Collateral Agent shall, upon the request of the Borrower Representative or such Pledgor, deliver to the Borrower Representative or such Pledgor (subject to Subsection 7.2, without recourse and without representation or warranty) any Pledged Collateral of such Pledgor held by the Collateral Agent hereunder and the Collateral Agent and the Administrative Agent shall execute, acknowledge and deliver to the Borrower Representative or such Pledgor (at the sole cost and expense of the Borrower Representative or such Pledgor) all releases, instruments or other documents (including UCC termination statements), and do or cause to be done all other acts, necessary or reasonably desirable for the release of such Pledgor from its Guarantee (if any) or the Liens created hereby (if any) on such Pledgor's Pledged Collateral, as applicable, as the Borrower Representative or such Pledgor may reasonably request.

(d) Upon (i) any Pledged Collateral being or becoming an Excluded Asset or (ii) any other release of Pledged Collateral approved, authorized or ratified by the Lenders pursuant to Subsection 10.8(b)(A)(iv) of the Credit Agreement, the Lien pursuant to this Agreement on such Pledged Collateral shall be automatically released. At the request and sole expense of any Pledgor, the Collateral Agent shall deliver such Pledged Collateral (if held by the Collateral Agent) to such Pledgor and the Collateral Agent and the Administrative Agent shall execute, acknowledge and deliver, or cause delivery, to such Pledgor such releases, instruments

or other documents (including UCC termination statements), and do or cause to be done all other acts, as such Pledgor shall reasonably request to evidence such release.

(e) [Reserved].

(f) So long as no Event of Default has occurred and is continuing, the Collateral Agent and the Administrative Agent shall at the direction of any applicable Pledgor return to such Pledgor any proceeds or other property received by it during any Event of Default pursuant to either Subsection 5.3.1 or 6.4 and not otherwise applied in accordance with Subsection 6.5.

(g) The Collateral Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Pledged Collateral by it in accordance with (or which the Collateral Agent in good faith believes to be in accordance with) this Subsection 9.16. In the event the Collateral Agent shall receive any request to act or refrain from acting hereunder, or otherwise, and such request is unclear or the permissibility of such request is unclear, the Collateral Agent may ask for direction or consent of the requisite Lenders.

9.17 Judgment. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in one currency into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent or the Collateral Agent could purchase the first currency with such other currency on the Business Day preceding the day on which final judgment is given.

9.18 Transfer Tax Acknowledgment. Each party hereto acknowledges that the shares delivered hereunder are being transferred to and deposited with the Collateral Agent (or other Person in accordance with any applicable Intercreditor Agreement) as security for the Obligations and that this Subsection 9.18 is intended to be the certificate of exemption from New York stock transfer taxes for the purposes of complying with Section 270.5(b) of the Tax Law of the State of New York.

[Remainder of page left blank intentionally; Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed,  
all as of the date first written above.

HUNTER HOLDCO 4 LIMITED

By: \_\_\_\_\_

Name: Sarah Kim

Title: Director

MOMENT CONTENT GROUP LIMITED

By:\_\_\_\_\_

Name: Andrew Martin Morrow

Title: Director

GRAYLING INTERNATIONAL LIMITED

By:\_\_\_\_\_

Name: Andrew Martin Morrow

Title: Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed,  
all as of the date first written above.

HUNTER HOLDCO 4 LIMITED

By: \_\_\_\_\_  
Name: Sarah Kim  
Title: Director

MOMENT CONTENT GROUP LIMITED

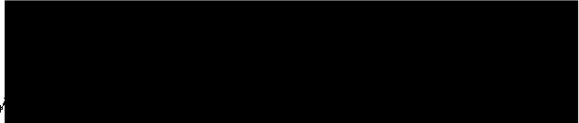
By:  \_\_\_\_\_  
Name: Andrew Martin Morrow  
Title: Director

GRAYLING INTERNATIONAL LIMITED

By:  \_\_\_\_\_  
Name: Andrew Martin Morrow  
Title: Director

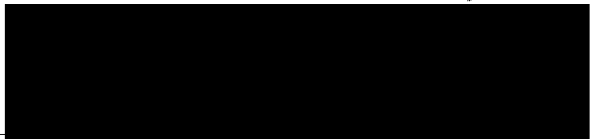
Acknowledged and Agreed to as  
of the date hereof by:

GLAS USA LLC, as Administrative Agent

By: 

Name: *DIANA GULYAN*  
Title: *VP*

GLAS AMERICAS LLC, as Collateral Agent

By: 

Name: *DIANA GULYAN*  
Title: *VP*

**Schedule 1**  
Notice Addresses of Pledgors

Hunter Holdco 4 Limited The Moment Content Group Limited Grayling International Limited	FAO: Director Martin Morrow 8th Floor, Holborn Gate 26 Southampton Buildings London WC2A 1AN England  <b>With copies to:</b> Debevoise & Plimpton LLP 919 Third Avenue New York, NY 10022 Attn: Jeffrey E. Ross
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**Schedule 2**  
Pledged Stock

<b>Issuer</b>	<b>Equityholder</b>	<b>Percentage Ownership Interest Pledged</b>	<b>Certificate No(s).</b>
Hunter US Bidco Inc.	Hunter Holdco 4 Limited	100%	1
Ulysses US Newco LLC	Hunter Holdco 4 Limited	100%	N/A
The Moment Content Company, LLC	The Moment Content Group Limited	100%	C1
Dunwoodie Communications Inc.	Grayling International Limited	100%	C1

Schedule 4A to  
U.S. Law Pledge Agreement

**Schedule 4A**  
Financing Statements



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME <b>Hunter Holdco 4 Limited</b>				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>8th Floor, Holborn Gate, 26 Southampton Buildings</b>		CITY <b>London</b>	STATE	POSTAL CODE <b>WC2A 1AN</b>	COUNTRY <b>GBR</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <b>GLAS Americas LLC, as Collateral Agent</b>				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>3 Second Street, Suite 206</b>		CITY <b>Jersey City</b>	STATE <b>NJ</b>	POSTAL CODE <b>07311</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**All Assets.**

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box:	6b. Check <u>only</u> if applicable and check <u>only</u> one box:
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**File with: Dist. of Columbia - Recorder of Deeds**

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME <b>The Moment Content Company Limited</b>			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
<b>8th Floor, Holborn Gate, 26 Southampton Buildings</b>	<b>London</b>			<b>WC2A 1AN</b>
				<b>GBR</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <b>GLAS Americas LLC, as Collateral Agent</b>			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
<b>3 Second Street, Suite 206</b>	<b>Jersey City</b>		<b>NJ</b>	<b>07311</b>
				<b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**All Assets.**

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box:	6b. Check <u>only</u> if applicable and check <u>only</u> one box:
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**File with: Dist. of Columbia - Recorder of Deeds**

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME	Grayling International Limited			
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
8th Floor, Holborn Gate, 26 Southampton Buildings	London		WC2A 1AN	GBR

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME	GLAS Americas LLC, as Collateral Agent			
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3 Second Street, Suite 206	Jersey City	NJ	07311	USA

4. COLLATERAL: This financing statement covers the following collateral:

All Assets.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box:	6b. Check <u>only</u> if applicable and check <u>only</u> one box:
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

File with: Dist. of Columbia - Recorder of Deeds

**Schedule 4B**  
Filing Jurisdictions

	<b>Name of Entity</b>	<b>Filing Jurisdiction</b>
1.	Hunter Holdco 4 Limited	District of Columbia
2.	The Moment Content Group Limited	District of Columbia
3.	Grayling International Limited	District of Columbia

**ANNEX 1**

[Reserved]

## ANNEX 2

### ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of [\_\_\_\_\_] , 20[\_\_\_], made by [\_\_\_\_\_] , a [\_\_\_\_\_] corporation ([each an][the] “Additional Granting Party”), in favor of GLAS AMERICAS LLC, as collateral agent (in such capacity, the “Collateral Agent”) and GLAS USA LLC, as administrative agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions from time to time parties to the Credit Agreement referred to below and the other Secured Parties (as defined in the U.S. Law Pledge Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the U.S. Law Pledge Agreement, or if not defined therein, in the Credit Agreement.

### WITNESSETH:

WHEREAS, HUNTER US BIDCO INC., a Delaware corporation (together with its successors and assigns, the “U.S. Hunter Parent Borrower”), ULYSSES US NEWCO LLC (together with its successors and assigns, the “U.S. Ulysses Parent Borrower” and, together with the U.S. Hunter Parent Borrower, the “U.S. Parent Borrowers”), CONGACHANT LIMITED, an Irish private limited liability company (the “Irish Parent Borrower”), HUNTER UK BIDCO LIMITED, a private limited liability company incorporated under the laws of England and Wales (together with its successors and assigns, the “U.K. Parent Borrower”), HUNTER HOLDCO 3 LIMITED, a private limited liability company incorporated under the laws of England and Wales (together with its successors and assigns, the “Company”), the Subsidiary Borrowers from time to time party thereto (together with the U.S. Parent Borrowers, the U.K. Borrower and the Irish Borrower, the “Borrowers”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), the Administrative Agent, the Collateral Agent and the other parties party thereto are parties to a Second Lien Credit Agreement, dated as of August 19, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, certain U.K. and Irish Subsidiaries of CD&R ULYSSES UK HOLDCO 2 LIMITED, a private limited liability company incorporated under the laws of England and Wales, are, or are to become, parties to the Second Lien U.S. Law Pledge Agreement, dated as of August 19, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the “U.S. Law Pledge Agreement”), in favor of the Administrative Agent and the Collateral Agent, for the benefit of the Secured Parties;

WHEREAS, [the][each] Additional Pledgor is a member of an affiliated group of companies that includes the Borrowers and each other Pledgor; the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Pledgors (including such Additional Pledgor) in connection with the operation of their respective businesses; and the Borrowers and the other Pledgors (including such Additional Pledgor) are engaged in related businesses, and each such Pledgor (including [each] such Additional Pledgor) will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, the Credit Agreement requires [the][each] Additional Pledgor to become a party to the U.S. Law Pledge Agreement; and

WHEREAS, [the][each] Additional Pledgor has agreed to execute and deliver this Assumption Agreement in order to become a party to the U.S. Law Pledge Agreement;

NOW, THEREFORE, IT IS AGREED:

1. U.S. Law Pledge Agreement. By executing and delivering this Assumption Agreement, [the][each] Additional Pledgor, as provided in Subsection 9.15 of the U.S. Law Pledge Agreement, hereby becomes a party to the U.S. Law Pledge Agreement as a Pledgor thereunder with the same force and effect as if originally named therein as a Pledgor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Pledgor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules [ ] to the U.S. Law Pledge Agreement, and such Schedules are hereby amended and modified to include such information. [The][Each] Additional Pledgor hereby represents and warrants that each of the representations and warranties of such Additional Pledgor, in its capacities as a Pledgor, contained in Section 4 of the U.S. Law Pledge Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date. Each Additional Pledgor hereby grants, as and to the same extent as provided in the U.S. Law Pledge Agreement, to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the Pledged Collateral (as such term is defined in the U.S. Law Pledge Agreement) of such Additional Pledgor; provided that no security interest is or will be granted pursuant to the U.S. Law Pledge Agreement or any other Security Document in any right, title or interest of any Pledgor under or in, and “Pledged Collateral” shall not include, any Excluded Assets.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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

[ADDITIONAL Pledgor]

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to as  
of the date hereof by:

GLAS AMERICAS LLC, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

GLAS USA LLC, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:



**SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL AGREEMENT, dated as of [\_\_\_\_\_] , 20[\_\_\_], made by [\_\_\_\_\_] , a [\_\_\_\_\_] corporation (the “Additional Pledgor”), in favor of GLAS AMERICAS LLC, as collateral agent (in such capacity, the “Collateral Agent”) and GLAS USA LLC, as administrative agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions from time to time parties to the Credit Agreement referred to below and the other Secured Parties (as defined in the U.S. Law Pledge Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the U.S. Law Pledge Agreement, or if not defined therein, in the Credit Agreement.

**WITNESSETH:**

WHEREAS, HUNTER US BIDCO INC., a Delaware corporation (together with its successors and assigns, the “U.S. Hunter Parent Borrower”), ULYSSES US NEWCO LLC (together with its successors and assigns, the “U.S. Ulysses Parent Borrower” and, together with the U.S. Hunter Parent Borrower, the “U.S. Parent Borrowers”), CONGACHANT LIMITED, an Irish private limited liability company (the “Irish Parent Borrower”), HUNTER UK BIDCO LIMITED, a private limited liability company incorporated under the laws of England and Wales (together with its successors and assigns, the “U.K. Parent Borrower”), HUNTER HOLDCO 3 LIMITED, a private limited liability company incorporated under the laws of England and Wales (together with its successors and assigns, the “Company”), the Subsidiary Borrowers from time to time party thereto (together with the U.S. Parent Borrowers, the U.K. Borrower, and the Irish Borrower, the “Borrowers”), the several banks and other financial institutions from time to time party thereto (the “Lenders”), the Administrative Agent, the Collateral Agent and the other parties party thereto are parties to a Second Lien Credit Agreement, dated as of August 19, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, certain U.K. and Irish Subsidiaries of CD&R ULYSSES UK HOLDCO 2 LIMITED, a private limited liability company incorporated under the laws of England and Wales, are, or are to become, parties to the Second Lien U.S. Law Pledge Agreement, dated as of August 19, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the “U.S. Law Pledge Agreement”), in favor of the Administrative Agent and the Collateral Agent, for the benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Pledgor to become a Pledgor under the U.S. Law Pledge Agreement with respect to Capital Stock of certain new U.S. Subsidiaries of the Additional Pledgor; and

WHEREAS, the Additional Pledgor has agreed to execute and deliver this Supplemental Agreement in order to become such a Pledgor under the U.S. Law Pledge Agreement;

NOW, THEREFORE, IT IS AGREED:

1. U.S. Law Pledge Agreement. By executing and delivering this Supplemental Agreement, the Additional Pledgor, as provided in Subsection 9.15 of the U.S. Law Pledge Agreement, hereby becomes a Pledgor under the U.S. Law Pledge Agreement with respect to the shares of Capital Stock of the U.S. Subsidiary of the Additional Pledgor listed in Annex 1 hereto and will be bound by all terms, conditions and duties applicable to a Pledgor under the U.S. Law Pledge Agreement, as a Pledgor thereunder. The information set forth in Annex 1 hereto is hereby added to the information set forth in Schedule 2 to the U.S. Law Pledge Agreement, and such Schedule 2 is hereby amended and modified to include such information. The Additional Pledgor hereby represents and warrants that each of the representations and warranties of such Additional Pledgor, in its capacity as a Pledgor, contained in Subsection 4.3 of the U.S. Law Pledge Agreement is true and correct in all material respects on and as the date hereof (after giving effect to this Supplemental Agreement) as if made on and as of such date. The Additional Pledgor hereby undertakes each of the covenants, in its capacity as a Pledgor, contained in Subsection 5.3 of the U.S. Law Pledge Agreement. The Additional Pledgor hereby grants, as and to the same extent as provided in the U.S. Law Pledge Agreement, to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Pledged Collateral of such Additional Pledgor now owned or at any time hereafter acquired by such Pledgor, and any Proceeds thereof; provided that no security interest is or will be granted pursuant to the U.S. Law Pledge Agreement or any other Security Document in any right, title or interest of any Pledgor under or in, and “Pledged Collateral” shall not include, any Excluded Assets. The Additional Pledgor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplemental Agreement 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.

2. GOVERNING LAW. THIS SUPPLEMENTAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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

[ADDITIONAL PLEDGOR]

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to as  
of the date hereof by:

GLAS AMERICAS LLC, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

GLAS USA LLC, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title: