



Registration of a Charge

Company Name: **GALILEO GLOBAL TECHNOLOGIES LTD**

Company Number: **09817636**



Received for filing in Electronic Format on the: **04/05/2022**

XB3AXDU1

Details of Charge

Date of creation: **02/05/2022**

Charge code: **0981 7636 0006**

Persons entitled: **TMF BRASIL ADMINISTRACAO E GESTAO DE ATIVOS LTDA**

Brief description:

Contains fixed charge(s).

Authentication of Form

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

Authentication of Instrument

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

Certified by: **GIBSON, DUNN & CRUTCHER UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9817636

Charge code: 0981 7636 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd May 2022 and created by GALILEO GLOBAL TECHNOLOGIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2022 .

Given at Companies House, Cardiff on 5th May 2022

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



Companies House



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

SHARE PLEDGE AGREEMENT

BY AND AMONG

GALILEO GLOBAL TECHNOLOGIES LIMITED

and

HORÁCIO RUBEN ANDRES

as Shareholders,

TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.

as Collateral Agent

and

GALILEO TECNOLOGIA PARA GÁS S.A.,

as the Company

Dated as of May 2, 2022

RESTRICTED

SHARE PLEDGE AGREEMENT

This **SHARE PLEDGE AGREEMENT** ("Agreement") is made and entered into as of May 2, 2022 by and among:

- (1) **GALILEO GLOBAL TECHNOLOGIES LIMITED**, a limited company organized and existing under the laws of England & Wales, whose registered office is at 4 Solent Business Park, Parkway Whiteley, Fareham, Hampshire, United Kingdom, Po15 7FH, enrolled with CNPJ under No. 35.037.331/0001-80, herein represented by its attorney-in-fact ("GGT");
- (2) **HORACIO RUBEN ANDRES**, argentinean, married, mechanical engineer, bearer of RNE No. [REDACTED] and enrolled in CPF No. [REDACTED], resident at [REDACTED], in the city of São Paulo, State of São Paulo, Brazil ("Horacio" and together with GGT, the "Shareholders" or "Pledgors"); and
- (3) **TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.**, a company duly organized and existing in accordance with the laws of the Federative Republic of Brazil, with head offices at Alameda Caiapós, 243, Térreo, in the City of Barueri, State of São Paulo, Brazil, ZIP Code 06460-110, enrolled with CNPJ under No. 23.103.490/0001-57, acting as Collateral Agent, as representative, and for the benefit of the Senior Secured Parties (as defined below) (the "Collateral Agent" and, together with the Shareholders, the "Parties");

as an intervening and consenting party,

- (4) **GALILEO TECNOLOGIA PARA GÁS S.A.**, a company incorporated under the laws of the Federative Republic of Brazil, with head offices at Rua Dr. Renato Paes de Barros, 750, Conj. 32, 3rd Floor, in the city of São Paulo, State of São Paulo, Brazil, ZIP Code 04.530-001, enrolled with CNPJ under No. 37.352.656/0001-83, herein represented by its legal representative(s) (the "Company").

WHEREAS:

- A. on May 2, 2022, **GALILEO TECHNOLOGIES CORPORATION**, a corporation organized and existing under the laws of the State of California, in the United States of America, with head offices at 333 Cedar Avenue, in the city of Middlesex, in the state of New Jersey, in the United States of America ("Borrower") entered into a loan agreement, with (among others), **TMF GROUP NEW YORK, LLC**, a company validly organized and existing under the laws of the State of Delaware, having its statutory seat in 48 Wall Street, 27th Floor, New York, NY 10005, United States of

America, as the global collateral agent, as administrative agent (in such capacity, "Administrative Agent") and as the global collateral agent (in such capacity, the "Global Collateral Agent"), **MORGAN STANLEY SENIOR FUNDING INC.** ("Sole Lead Arranger") and the lenders party thereto from time to time (the "Lenders"), pursuant to which the Lenders have agreed to extended to the Borrower a credit of up to US\$ 75,000,000.00, by means of certain term loans to be made available to the Borrower ("Senior Secured Credit Facility");

- B.** the Borrower shall use the proceeds of the Loans exclusively to **(i)** cause to be repaid certain indebtedness under existing facilities (including any principal, accrued interests and any outstanding and accrued commitment fees thereunder), **(ii)** finance the expansion of its operations and those of GGT's subsidiaries and for other corporate purposes, and **(iii)** pay the fees, costs and expenses incurred in connection with the Transaction (as defined in the Senior Secured Credit Facility);
- C.** the Shareholders are, in the proportion provided for in Schedule I hereto, the holders of 100% of the total corporate and voting capital of the Company, currently equivalent a 1,220,000.00 (one million, two hundred and twenty thousand) registered common shares ("Shares");
- D.** the Global Collateral Agent was appointed by the Senior Secured Parties as the global collateral agent for the purpose of acting on behalf of the Senior Secured Parties with respect to the collateral referenced in the Senior Secured Credit Facility to secure the Senior Secured Obligations (as defined below) with powers to receive, hold, administer, perform, exercise and enforce the collateral and any and all rights and remedies of the Lenders on its behalf and for its benefit, on the terms and conditions set forth herein;
- E.** as permitted under the Senior Secured Credit Facility, the Global Collateral Agent and the Collateral Agent entered into the TMF Affiliate Agreement ("TMF Affiliate Agreement") to formalize the appointment of the Collateral Agent as collateral agent for the Global Collateral Agent and on behalf of the Lenders in connection with the Senior Secured Obligations (as defined below), exclusively and strictly in accordance with instructions provided by the Global Collateral Agent (acting at the direction of the Senior Secured Parties) and the terms provided for in the TMF Affiliate Agreement;
- F.** it is in the interest of the Shareholders and the Company to enter into this Agreement to secure the obligations of the Loan Parties under the Senior Secured Credit Facility and the other Credit Documents.

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree to enter into this Agreement, which shall be governed by the following terms and conditions:

1. DEFINITIONS

- 1.1 As used in this Agreement and the schedules hereto, the terms used are defined as follows, except where the context of this Agreement or a schedule hereto clearly indicates otherwise:

"Additional Shares" has the meaning set forth in Section 2.1(b).

"Administrative Agent" has the meaning set forth in Whereas A.

"Agreement" has the meaning set forth in the preamble.

"Amendment" has the meaning set forth in Section 3.4.

"Borrower" has the meaning set forth in Whereas A.

"Brazilian Civil Code" means Brazilian Federal Law No. 10,406, dated as of 10 January 2002, as subsequently amended.

"Brazilian Civil Procedure Code" means Brazilian Federal Law No. 13,105, dated as of 16 March 2015, as subsequently amended.

"Brazilian Corporate Law" means Brazilian Federal Law No. 6,404, dated as of December 15, 1976, as subsequently amended.

"Business Day" means any day except Saturday, Sunday and any day which shall be in New York City, U.S.A., Buenos Aires, Argentina, São Paulo, Brazil or London, United Kingdom a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close or which is not a U.S. Government Securities Business Day.

"CNPJ" means the General Taxpayers' Registry of the Ministry of Economy in Brazil.

"Collateral Agent" has the meaning set forth in the preamble.

"Company" has the meaning set forth in the preamble.

"Credit Documents" has the meaning set forth in the Senior Secured Credit Facility.

"Event of Default" has the meaning set forth in the Senior Secured Credit Facility.

"Global Collateral Agent" has the meaning set forth in Whereas A.

"Material Adverse Effect" has the meaning set forth in the Senior Secured Credit Facility.

"Parties" has the meaning set forth in the preamble.

"Pledge" has the meaning set forth in Section 2.1.

"Pledged Assets" has the meaning set forth in Section 2.1(c).

"Pledged Shares" has the meaning set forth in Section 2.1(a).

"Rights Related to the Additional Shares" has the meaning set forth in Section 2.1(c).

"Rights Related to the Shares" has the meaning set forth in Section 2.1(c).

"Senior Secured Obligations" has the meaning set forth in Section 2.1.

"Senior Secured Parties" has the meaning set forth in the Senior Secured Credit Facility.

"Shares" has the meaning set forth in Whereas C.

"Shareholders" has the meaning set forth in the preamble.

"Supporting Documents" has the meaning set forth in Section 3.8.

"Termination Date" has the meaning set forth in Section 11.1.

"TMF Affiliate Agreement" has the meaning set forth in Whereas E.

"U.S. Government Securities Business Day" has the meaning set forth in the Senior Secured Credit Facility.

- 1.2 Capitalized terms used in this Agreement, but not defined in this Agreement, shall have the same meaning and construction set forth in the Senior Secured Credit Facility.
- 1.3 In this Agreement, unless a contrary intention appears, the principles of construction contained in clause 1.02 (*Other Definitional Provisions*) of the Senior Secured Credit Facility apply equally to the construction of this Agreement, except that references to the Senior Secured Credit Facility will be construed as references to this Agreement.

2. PLEDGE OF SHARES (*PENHOR DE AÇÕES*)

2.1 In order to secure the full and timely payment and performance of the Senior Secured Obligations (as defined in the Senior Secured Credit Facility, the "Senior Secured Obligations") (the main financial terms and conditions under the Senior Secured Credit Facility relating to which are summarized in Schedule II hereto), pursuant to article 1,424 of the Brazilian Civil Code, the Shareholders hereby irrevocably and unconditionally pledge, for security purposes, in favor of the Senior Secured Parties, represented by the Collateral Agent, the following assets and rights (whether now existing or hereafter acquired) pursuant to article 1,431 and the following articles of the Brazilian Civil Code and article 39 of the Brazilian Corporate Law (the "Pledge"):

- (a) all Shares of the corporate capital of the Company currently held by the Shareholders, which comprise 100% of the Shares of the corporate capital of the Company (the "Pledged Shares");
- (b) all additional Shares or shares representing the corporate capital of the Company, or all Shares or shares of the corporate capital of any successor of the Company, which may be, for any reason and at any time subscribed to, bought, received or otherwise acquired by the Shareholders or transferred to them (including, without limitation, any shares or Shares transferred to the Shareholders as a result of any merger, consolidation, spin-off, exchange (*permuta ou substituição*), corporate reorganization or otherwise), even if such Shares or shares may be in addition to, in replacement of, or a result of a conversion or exchange with respect to any existing Shares or shares owned by the Shareholders (the "Additional Shares"); and
- (c) all rights and proceeds (either in cash or distribution of new Shares) arising from the Pledged Shares or the Additional Shares, including without limitation all subscription and preemptive rights, including subscription bonuses, convertible debentures, beneficiary parts, certificates, securities or other convertible assets in Shares or shares, and all rights to all profits, dividends, interest on equity, income, distributions, bonuses and any other amounts credited, paid, distributed or otherwise delivered, or to be credited, paid, assigned to, distributed or otherwise delivered, for any reason, to the Shareholders in respect of the Pledged Shares or the Additional Shares, as well as any assets or rights into which the Pledged Shares or the Additional Shares are or may be converted at any time respectively, (the "Rights Related to the Shares" and the "Rights Related to the Additional Shares") (the Pledged

Shares, the Additional Shares, the Rights Related to the Shares and the Rights Related to the Additional Shares, together the "Pledged Assets").

- 2.2 This Agreement shall create a continuing first priority *in rem* security interest in favor of the Senior Secured Parties. No change or amendment whatsoever to the Credit Documents or to any other document or agreement relating thereto shall affect the validity of this Agreement or the obligations imposed on the Shareholders or the Pledged Assets pursuant to it. The Pledge shall cover any future amendment or extension of the Senior Secured Obligations and any further extensions and amendments to which the Shareholders hereby explicitly consents to, regardless of any intermediate payment in full or discharge in part of the Senior Secured Obligations, subject to the terms of the Credit Documents and Section 2.4 below.
- 2.2.1 Subject to the fulfillment of the formalities provided in Section 3.1 below, the Pledge becomes effective on the present date and shall remain in full force until the Termination Date, regardless of any further action by the Shareholder. The partial fulfilment of the Senior Secured Obligations shall not release or exonerate the present Pledge.
- 2.2.2 No consideration shall be due to the Shareholders in virtue of the Pledge created under this Agreement given the indirect benefits the Shareholders will entertain as a result of the financing under the Credit Documents.
- 2.3 The Company's corporate type from a corporation (*sociedades anónima*) to a limited liability company (*sociedade limitada*) may be at any time altered by the Shareholders, provided that **(a)** within no later ten (10) days counted from the date such transaction is completed, the Shareholders shall deliver to the Collateral Agent, or to whom it may designate, an amendment to this Agreement, in terms consistent with the draft provided for in Schedule IV hereto, duly executed by the Shareholders and the Company; and **(b)** the Company's articles of incorporation (*contrato social*) contain the Pledge Annotation over the Company's quotas, in terms consistent with provisions set forth in Schedule IV hereto. The Shareholders shall take all necessary actions with respect to such Amendment, including the applicable actions provided for in this Section 2.3 and in Sections 3.1 and 3.2 below (or any other action required to be taken pursuant to the then applicable laws) to maintain the first priority lien created under this Agreement.
- 2.4 In case any material changes are made to the terms of the Credit Documents or to any other related document in accordance with the terms thereof, Schedule II hereto shall be amended in order to reflect the terms and conditions of such material

changes. For clarification purposes, the provision of this section shall not in any way affect the provisions of the Section 2.5 and Section 9 of this Agreement.

- 2.5 The Collateral Agent shall not have any obligation to protect, secure, perfect or insure any encumbrances of any Pledged Asset that is, at any time, held as security for the Senior Secured Obligations or any property subject thereto.
- 2.6 As provided in the Senior Secured Credit Facility, the Pledged Shares (or Pledged Quotas, after the transformation of corporate type, as provided in Section 2.3 above) owned or held by Horacio may be, at any time, acquired by and/or transferred to GGT ("Transfer of Equity to GGT"), at Horacio's and GGT's sole discretion, being the Transfer of Equity to GGT hereby expressly authorized by the Senior Secured Parties, represented by the Collateral Agent. Upon completion of the Transfer of Equity to GGT occurs, (i) GGT shall inform the Collateral Agent within three (3) Business Days from date of such transfer, and (ii) automatically on the date of the Transfer of Equity to GGT, and regardless of further actions (including, without limitation, an amendment hereto), (a) GGT shall be sole pledgor under the terms of this Agreement, and (b) Horacio will no longer be a party and bound to the terms and conditions (including all obligations undertaken hereunder) of this Agreement; provided that (I) all registration and perfection requirements necessary in order to perfect the Transfer of Equity to GGT shall be completed by GGT, pursuant to the terms and conditions provided for under Clause 3 below; and (II) the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), may require this agreement to be amended, pursuant to the terms and conditions provided for under Clause 3.4 below.

3. REGISTRATION AND PERFECTION

- 3.1 The Shareholders and the Company shall, at their own expense, no later than five (5) Business Days (or such later date as the Collateral Agent may permit in its sole discretion) from the receipt, by the Company, of an original copy of this Agreement or any amendment to this Agreement, as the case may be, duly executed by the Collateral Agent and with the respective signatures notarized and apostilled in the country of such parties, as applicable:
- (i) cause at least one (1) original counterpart of this Agreement or of any amendment to this Agreement, as the case may be, to be duly filed for registration (*protocolado para registro*) with the competent Registry of Titles and Deeds (*Cartório de Registro de Títulos e Documentos*) in the Cities of São Paulo and Barueri, State of São Paulo, Brazil, and of any city in which

any Brazilian person who is or comes to be a party to this Agreement has its head offices, provided that prior to the filing from registration (*protocolo*), (a) for the persons signing outside Brazil, their respective signatures shall be notarized in the country of such persons and such notarizations shall be apostilled, as applicable; and (b) this Agreement and any other amendment to this Agreement shall be translated into Portuguese by a sworn translator authorized under Brazilian law; and

- (ii) cause the annotation of the Pledge in the Company's share registry book (*livro de registro de ações nominativas*), to reflect the unconditional first priority lien created under this Agreement and/or any Amendment, in accordance with article 39 of the Brazilian Corporate Law, under the following terms in Portuguese language: "*All shares issued by the Company ("Pledged Shares"), as well as any Additional Shares and all Rights Related to the Shares and the Rights Related to the Additional Shares (each as defined in the Pledge Agreement) made in respect of the Pledged Shares and the Additional Shares have been pledged to TMF Brasil Administração e Gestão de Ativos Ltda. in its capacity of collateral agent ("Collateral Agent"), acting for the benefit and on behalf of the Senior Secured Parties (as defined in the Senior Secured Credit Facility), as named in the Senior Secured Credit Facility dated as of May 2, 2022, executed by the Borrower, the Global Collateral Agent, each Lender as set forth in Schedule 1.01(a) of the Senior Secured Credit Facility, represented by the Administrative Agent, and each other lender from time to time party to the Senior Secured Credit Facility, among others ("Senior Secured Credit Facility"), under the terms of the Share Pledge Agreement dated as of May 2, 2022 filed at the Company's head office ("Pledge Agreement" and "Pledge Annotation", respectively)", in Portuguese: "Todas as ações de emissão da Companhia ("Ações Empenhadas"), bem como quaisquer Ações Adicionais e todos os Direitos Relacionados às Ações e os Direitos Relacionados às Ações Adicionais (cada um conforme definido no Contrato de Penhor) em relação às Ações Empenhadas e Ações Adicionais foram empenhadas em favor da TMF Brasil Administração e Gestão de Ativos Ltda. na qualidade de agente de garantia ("Agente de Garantia"), agindo em benefício e em nome das Partes Garantidas Seniores (conforme definido no Contrato de Empréstimo Sênior), conforme nomeado no Contrato de Empréstimo Sênior datado de 2 de maio de 2022, celebrado entre o Devedor, o Agente de Garantia Global, cada Credor conforme estabelecido no Anexo 1.01(a) do Contrato de Crédito Sênior, representados pelo Agente Administrativo, e cada outro credor que seja parte do Contrato de Empréstimo Sênior de tempos em tempos, entre outros ("Contrato de*

Empréstimo Sênior”), nos termos do Contrato de Penhor de Ações datado de 2 de maio de 2022 arquivado na sede da Companhia (*Contrato de Penhor*” e *Anotação de Penhor*”, respectivamente)”.

- (iii) upon conclusion of the Company's change of corporate type, as provided in Section 2.3 above, cause the annotation of the Company's articles of incorporation (*contrato social*), in order to reflect the unconditional first priority lien created under this Agreement, under the following terms in Portuguese language: “*All quotas issued by the Company (Pledged Quotas), as well as any Additional Quotas and all Rights Related to the Quotas and the Rights Related to the Additional Quotas (each as defined in the Pledge Agreement) made in respect of the Pledged Quotas and the Additional Quotas have been pledged to TMF Brasil Administração e Gestão de Ativos Ltda. in its capacity of collateral agent (Collateral Agent), acting for the benefit and on behalf of the Senior Secured Parties (as defined in the Senior Secured Credit Facility), as named in the Senior Secured Credit Facility dated as of May 2, 2022, executed by the Borrower, the Global Collateral Agent, each Lender as set forth in Schedule 1.01(a) of the Senior Secured Credit Facility, represented by the Administrative Agent, and each other lender from time to time party to the Senior Secured Credit Facility, among others (Senior Secured Credit Facility), under the terms of the Quotas Pledge Agreement dated as of May 2, 2022, as amended from time to time, filed at the Company's head office (Pledge Agreement” and Pledge Annotation”, respectively)*”, in Portuguese: “*Todas as cotas de emissão da Companhia (Cotas Empenhadas), bem como quaisquer Cotas Adicionais e todos os Direitos Relacionados às Cotas e os Direitos Relacionados às Cotas Adicionais (cada um conforme definido no Contrato de Penhor) em relação às Cotas Empenhadas e Cotas Adicionais foram empenhadas em favor da TMF Brasil Administração e Gestão de Ativos Ltda., na qualidade de agente de garantia (Agente de Garantia), agindo em benefício e em nome das Partes Garantidas Seniores (conforme definido no Contrato de Empréstimo Sênior), conforme nomeado no Contrato de Empréstimo Sênior datado de 2 de maio 2022, celebrado entre o Devedor, o Agente de Garantia Global, cada Credor conforme estabelecido no Anexo 1.01(a) do Contrato de Empréstimo Sênior, representados pelo Agente Administrativo, e cada outro credor que seja parte do Contrato de Empréstimo Sênior de tempos em tempos, entre outros (Contrato de Empréstimo Sênior)*”, nos termos do Contrato de Penhor de Cotas datado de 2 de maio de 2022, conforme alterado de tempos em tempos, arquivado na sede da Companhia (*Contrato de Penhor*” e *Anotação de Penhor*”, respectivamente)”.

- 3.2 The Shareholders and/or the Company shall obtain the registrations mentioned in Section 3.1(i) within ten (10) Business Days from the respective date of its execution. In case of delay on the part of the governmental bodies mentioned in Section 3.1(i), and/or if such governmental bodies make further requirements in order to complete the applicable registrations, the deadline provided herein shall be extended accordingly.
- 3.3 The Shareholders shall deliver to the Collateral Agent, within two (2) Business Days (or such later date as the Collateral Agent may permit in its sole discretion) from the registration of this Agreement or any Amendment, (i) a digital copy of a fully signed and registered version of this Agreement or any Amendment, as applicable; (ii) while the Company is a corporation (*sociedade anônima*), an evidence of the relevant annotation to the Company's share registry book (*livro de registro de ações nominativas*), as provided for in Section 3.1(ii) above; and (iii) when applicable, an evidence of the relevant annotation to the Company's articles of incorporation (*contrato social*), as provided for in Section 3.1(iii) above.
- 3.4 The Shareholders shall, within ten (10) Business Days, after the issuance, acquisition or creation of Additional Shares or Rights Related to the Additional Shares, deliver to the Collateral Agent an amendment to this Agreement to extend the first priority lien herein created to such Additional Shares and to the Rights Related to the Additional Shares, substantially in the form of Schedule III hereto (each such amendment, hereinafter generally referred to as an "Amendment"), duly executed by the Shareholders and the Company. The Shareholders shall take all necessary actions with respect to such Amendment, including the actions provided for in this Section 3.4 and in Sections 3.1 and 3.2 above (or any other action required to be taken pursuant to the then applicable laws) to maintain the first priority lien created under this Agreement, and within the timeframes provided in Sections 3.1 through 3.3 above.
- 3.5 The Shareholders shall deliver to the Collateral Agent a copy of the documents evidencing that all obligations set forth in Section 3.3 above were duly fulfilled within the timeframe set forth in Section 3.3 above.
- 3.6 The Parties agree that any failure to formalize the extension of the Pledge, pursuant to Section 3.4 above shall not affect the security and effectiveness of the Pledge over the Additional Shares pursuant to Section 2.1(b) above.
- 3.7 All documented fees, costs and expenses incurred with respect to the registrations, annotations, translations, filings, releases and other formalities described in this Section 3 shall be borne by the Shareholders or the Company.

- 3.8 The documents that evidence the validity and existence of the Pledged Assets (the "Supporting Documents") consist of all documents related to the Pledged Assets.
- 3.9 The Shareholders and the Company shall provide, at their own expenses, the maintenance of all digital and physical means required to evidence the title, custody, conservation and organization of the Supporting Documents.
- 3.10 Any time after an Event of Default shall have been declared by the Senior Secured Parties in accordance with the terms of the Credit Documents, if required for the sale and/or charge of the Pledged Assets or to enforce the present Pledge, the Shareholders and/or the Company shall upon prior written request of the Collateral Agent deliver to the Collateral Agent or the Senior Secured Parties, within a period not exceeding three (3) Business Days (or such later date as the Collateral Agent may permit in its sole discretion), the originals of the Supporting Documents.
- 3.11 The Collateral Agent and/or the Senior Secured Parties, as the case may be, at the expense of the Shareholders and/or the Company, shall have access to the Supporting Documents, provided that the Collateral Agent and/or the Senior Secured Parties, as the case may be, send the Shareholders and/or the Company a 5 (five) Business Days advance notice, and for no additional cost, consult or request a copy of the Supporting Documents, as well as carry out the necessary acts with the purpose of verifying the fulfilment by the Shareholders and by the Company of their obligations under this Agreement, provided further that if an Event of Default has occurred and is continuing, the measures provided for in this section shall be taken upon a one (1) Business Day prior notice sent by the Collateral Agent and/or the Senior Secured Parties, as the case may be, to the Shareholders and the Company.
- 3.12 The Pledgors shall promptly do all such acts or execute all such documents (including assignments, transfers, charges, notices and instructions) as the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), may reasonably request (and in such form as the Collateral Agent may reasonably require in favor of the Collateral Agent or its nominee(s)):
- (i) to perfect the security created hereunder or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, or the Senior Secured Parties provided by or pursuant to this Agreement or by law; and/or

- (ii) at any time after an Event of Default has been declared pursuant to the terms of the Credit Documents, to facilitate the realization of the assets which are, or are intended to be, the subject of the security created hereunder.

3.13. The Pledgors shall take all such actions as they are available to the Pledgors (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, and/or the Senior Secured Parties by or pursuant to this Agreement.

4. VOTING RIGHTS, DIVIDENDS, ETC.

4.1 The Shareholders shall freely exercise their voting rights in respect of the Pledged Shares or Additional Shares. Notwithstanding the foregoing, the vote of the Shareholders in the Shareholder's meetings shall be exercised as follows:

- (i) until the occurrence of an Event of Default, in accordance with the terms provided for under the Credit Documents, the Shareholders may exercise any and all of their voting rights and their rights as Shareholders of the Company freely, provided that, except as otherwise permitted under the Senior Secured Credit Facility and/or the other Credit Documents, the Shareholders shall not exercise any such rights in a manner which could (a) cause an Event of Default to occur or (b) cause a material adverse impact on the ranking, validity, enforceability or binding effect of the security interest created under this Agreement, including, without being limited to:
 - (a) any split or reverse split of the Pledged Shares, redemption or repurchase of the Pledged Shares for cancellation or to be held in treasury, or any modification that reduces the corporate capital of the Company;
 - (b) any voluntary or involuntary filing for the extinction, bankruptcy, judicial or extrajudicial restructuring or any pre-bankruptcy act established in Brazilian Federal Law No. 11,101, dated February 9, 2005, as subsequently amended;
 - (c) the reduction of the corporate capital of Company, except for absorption of losses;

- (d) the performance of any act or the execution of any document to approve, request in order to approve or agree with the bankruptcy or the judicial reorganization of Company;
 - (e) except as permitted under Section 2.3 of this Agreement, the change of the Company's corporate type; and
 - (f) any matters that could cause a Material Adverse Effect.
 - (ii) after the occurrence of an Event of Default (irrespective of any notice to the contrary by any third party), in accordance with the terms provided for under the Credit Documents, the Shareholders shall convey any Shareholder's meetings and exercise their voting, consent and other rights in respect of the Pledged Assets in accordance exclusively with prior written instructions of the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), in accordance with the Credit Documents. Subject to the provisions of Section 7.2 below and notwithstanding the foregoing, no provision of this Agreement shall be construed as an obligation of the Shareholders to transfer any voting rights to the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties.
- 4.2 The Company shall not register or implement any vote or decision of the Shareholders that violates the terms and conditions set forth in this Agreement or in the Credit Documents, or that could otherwise cause a Material Adverse Effect.
- 4.3 Notwithstanding the provisions set out in Section 2.1(c) above, until the occurrence of an Event of Default, in accordance with the terms provided for under the Credit Documents, profits, dividends, interest on equity and other similar distributions may be paid in respect of the Pledged Shares or Additional Shares to the Shareholders to the extent permitted under the Credit Documents.
- 4.4 Notwithstanding the provisions set out in this Section 4, upon the occurrence of an Event of Default, in accordance with the terms provided for under the Credit Documents, profits, dividends, interest on equity and other similar distributions may be paid only with the prior written consent of the Collateral Agent, acting as representative and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties). For the avoidance of doubt, upon the occurrence of an Event of Default, in case any profits, dividends, interest on equity and other similar distributions are paid in contravention of this Section 4, including as a requirement of the Brazilian Corporate

Law and/or any other applicable law, the Shareholders shall hold the same amount segregated and in escrow (*depósito*) for the Senior Secured Parties and shall, transfer such amounts to the Collateral Agent, for the benefit of the Senior Secured Parties, within two (2) Business Days from the date in which the Borrower becomes required to pay the Senior Secured Obligations in accordance with the Credit Documents.

5. REPRESENTATIONS AND WARRANTIES

5.1 Each Shareholder, as to itself, hereby represents and warrants to the Collateral Agent and the Senior Secured Parties that as of the date hereof:

- (i) GGT is a company duly incorporated, organized and validly existing under the laws of England & Wales;
- (ii) Horácio is an individual fully capable of performing all acts of civil life and fulfilling all the obligations provided for in this Agreement;
- (iii) they have the power to enter into, perform and deliver, and take all necessary action to authorize the execution, performance and delivery of this Agreement and the Pledge pursuant to the terms provided herein;
- (iv) this Agreement and the security interest created hereby are legal, valid and binding obligations of the Shareholders enforceable against them in accordance with its terms;
- (v) they are the legitimate owners of the Pledged Assets, and except for the security interest created by this Agreement, such Pledged Assets are free and clear of any disputes, liens, encumbrances, debts or doubts;
- (vi) the Pledged Assets are fully paid in, as applicable, and not subject to any option to purchase or similar rights;
- (vii) the Company's bylaws (*Estatuto Social*) do not restrict or prohibit any transfer of Company's Shares on creation or enforcement of the Pledge;
- (viii) upon completion of the registrations described in Section 3 hereof, the Pledge granted pursuant to this Agreement shall constitute in favor of the Senior Secured Parties represented by the Collateral Agent, a legal, valid and enforceable perfected first priority *in rem* lien over the Pledged Assets and on any proceeds or rights related thereto in favor of the Senior Secured Parties;

- (ix) the Pledged Shares (a) represent 100% of the corporate capital of the Company; (b) have been validly issued and subscribed for; (c) are fully paid off; and (d) will be freely transferable and not subject to any restriction preventing the Shareholders from assigning, transferring, pledging, or creating security over those Pledged Shares or the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, from exercising its rights provided hereunder;
- (x) there are no options, acquisition rights, rights of first refusal or any other arrangements applicable to the assignment, sale, transfer or acquisition of the Pledged Assets, other than those created under this Agreement or those provided in law;
- (xi) other than those permitted by the Credit Documents, there are no other agreements or any other rights or claims of any sort whatsoever regarding the legality, validity, enforceability, perfection, issuance, acquisition, redemption, sale or rights of first refusal with respect to any of the Pledged Assets, which could have a material adverse impact on the lien created under this Agreement or the rights herein granted to the Senior Secured Parties, represented by the Collateral Agent; and
- (xii) the power of attorney granted by the Shareholders pursuant to Section 7.2 of this Agreement, has been duly and validly executed and delivered, and gives the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), the rights and authority it purports to give, and the Shareholders have not executed any other powers of attorney or similar documents, instruments or agreements with respect to the Pledged Assets, except for the power-of-attorney granted by GGT for execution of this Agreement by the undersigned attorney-in-fact.

5.2 For the purposes of the Brazilian Civil Code, each Party hereby expressly confirms and acknowledges that (i) it has expertise and experience in performing the activities contemplated hereunder; (ii) the obligations of the Parties hereunder are proportional and balanced; (iii) no fact or obligation contained in this Agreement may be considered as or may constitute an infringement of the applicable laws, nor of the object and nature of this Agreement; and (iv) it is aware of all circumstances related to, and the rules that govern this Agreement. In case of any amendment, the representations and warranties above shall be restated on the date of such amendment.

- 5.3 The Shareholders undertake, on an irrevocable and irreversible basis, to indemnify the Senior Secured Parties for any and all documented losses, damages documented costs and/or expenses (including court costs and attorneys' fees and excluding profit loss) directly incurred by virtue of untruthfulness and/or material inaccuracy of any representation given under this Agreement, subject to the terms and conditions for indemnification provided in Section 11.01 of the Senior Secured Credit Facility.

6. COVENANTS

- 6.1 For as long as this Agreement is in full force and effect and has not been terminated in accordance with its terms, and without prejudice to other covenants and obligations hereunder or under the Credit Documents, the Shareholders and the Company, as applicable, severally and irrevocably, undertake to comply with the following obligations:

- (i) except as otherwise provided in the Credit Documents, without the prior written consent of the Senior Secured Parties, represented by the Collateral Agent, the Shareholders shall not vary, modify, alter or waive any rights under or relating to the Pledged Assets that may hinder or reduce the security granted hereby or the capacity of the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, to foreclose the security created hereby;
- (ii) in accordance with the Credit Documents, shall pay or cause to be paid (a) any fines, penalties, interest or expenses, all taxes, duties and other charges currently or in the future levied on the Pledged Assets; (b) all taxes, duties, charges and claims that, if unpaid, could reasonably be expected to give rise to the creation of a lien on the Pledged Assets, or take the necessary actions in order to prevent the creation of any such lien on the Pledged Assets;
- (iii) shall upon prior written request by the Collateral Agent, provide the Collateral Agent within three (3) Business Days from the receipt of such Collateral Agent's request, with all information and evidence it may reasonably request concerning the Pledged Assets or the compliance with the provisions of this Agreement to enable the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), to enforce the provisions of this Agreement;
- (iv) the Shareholders will, at their own expense, defend the right, title and interest of the Senior Secured Parties, the Global Collateral Agent and

Collateral Agent, for the benefit of the Senior Secured Parties, on and to the Pledged Assets against the claims and demands of all persons whomsoever;

- (v) except as otherwise permitted by the Credit Documents, shall maintain and preserve, at their own expense, all liens created hereunder and shall notify the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, within three (3) Business Days after they obtain Actual Knowledge thereof, of any event, fact or circumstance, including, without limitation, any decision, suit, claim, investigation or change in the laws (or in the interpretation thereof), or any threatened event, fact or circumstance which could reasonably be expected to cause a Material Adverse Effect;
- (vi) except as otherwise permitted by the Credit Documents, shall not:
 - (a) permit their equity interest in the Company to be diluted (including by waiving or by not exercising any pre-emptive right or other right to the subscription or acquisition of any Additional Shares); or
 - (b) enter into any agreement or take any other action, which restricts, reduces or otherwise cause a Material Adverse Effect on the rights of the Senior Secured Parties and Collateral Agent under this Agreement, including, without limitation, the right to sell or dispose of the Pledged Assets;
- (vii) shall exercise all of their rights and powers to cause the Company to:
 - (a) preserve and maintain its legal existence and to be managed as a separate and independent legal entity, except as otherwise permitted under the Credit Documents, and
 - (b) continue to conduct its business as presently conducted and in compliance in all material respects with all applicable laws, permits, licenses and governmental authorizations;
- (viii) shall promptly, but in any event no later than three (3) Business Days after they obtain Actual Knowledge thereof, notify the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, of any imposition by any governmental authority of any charges on the Pledged Assets and of any event that may impair the Pledge provided in this Agreement;

- (ix) shall make any distributions to the Shareholders exclusively pursuant to the terms of this Agreement and the Credit Documents;
 - (x) shall inform the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, promptly, but in any event no later than three (3) Business Days after they obtain Actual Knowledge thereof, of all matters concerning the Company that could cause a Material Adverse Effect on the validity or enforceability of the Pledged Assets. In particular, the Shareholders shall notify the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, within three (3) Business Days after they obtain Actual Knowledge thereof, of any Shareholders' meeting at which a Shareholders' resolution that could cause a Material Adverse Effect upon the validity or enforceability of the Pledged Assets is intended to be adopted; and
 - (xi) subject to the provisions of Section 2.3 above and except as otherwise permitted under the Credit Documents, without the prior written consent of the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), and unless required by any applicable law, the Shareholders shall not change the Company's bylaws in relation to the matters listed in Section 4.1(i) above and/or in a manner that could cause a Material Adverse Effect.
- 6.1.1 The Shareholders and/or the Company shall comply with all written instructions sent by the Senior Secured Parties pursuant to the terms of the Credit Documents, represented by the Global Collateral Agent and the Collateral Agent, to cure the breach of a covenant or an obligation, or for the purposes of enforcement of this Agreement, pursuant to the terms provided herein.
- 6.2 In accordance with Section 3 above and at the Shareholders and/or the Company's own expense, the Shareholders and/or the Company shall (i) annotate, execute, deliver and register, or provide the annotation, execution, delivery and registration of, all instruments, approvals, amendments, assignments, powers of attorney and all other documents required to evidence, formalize, perfect (*aperfeiçoar*), maintain and fully preserve the Pledge created hereunder (including any documents reasonably needed to enable the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), to exercise and enforce its respective rights and remedies secured to it hereunder or under applicable law), and (ii) upon prior written request of the Collateral Agent, acting as representative of and for the

benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), execute and deliver all other necessary assignments, instruments and documents (including any amendments), as well as take all required measures that may be required or that the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), may reasonably request relating to the registration, perfection (aperfeiçoamento), evidence, formalization, maintenance and full preservation of the Pledge created hereunder, including all the actions indicated in Section 3 above, including to provide any and all registrations and approvals required to formalize the Pledge created by this Agreement and enable the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), to exercise and enforce the respective rights and remedies under this Agreement and the applicable law as well as to implement the provisions set forth herein and to achieve the purposes relating to this Agreement. The Shareholders hereby authorize the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), to perform any such act indicated in this provision on their behalf at the Shareholders and/or the Company's expense, in accordance with the power of attorney granted by the Shareholders to the Collateral Agent, in the capacity of representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), under Section 7.2 hereof.

- 6.3 *Appointment of Collateral Agent.* The Shareholders and the Company hereby acknowledge that the Senior Secured Parties and the Global Collateral Agent appointed the Collateral Agent in accordance with the terms and conditions of the Senior Secured Credit Facility and the TMF Affiliate Agreement, to act on their behalf as specified in the Senior Secured Credit Facility, TMF Affiliate Agreement and in the other Credit Documents. The provisions of this clause and of Section 10 (*Agency*) of the Senior Secured Credit Facility are solely for the benefit of the Collateral Agent and the Senior Secured Parties, and the Shareholders or the Company shall not have rights as a third-party beneficiary of any of such provisions.
- 6.3.1 The Parties hereby agree that the rights and duties of the Collateral Agent, including the limitation of liability for any action taken or omitted by it hereunder or in connection herewith are subject to the terms and conditions of the Senior Secured Credit Facility and the TMF Affiliate Agreement, and shall be mechanical and administrative in nature.

7. SECURITY ENFORCEMENT

7.1 Notwithstanding the foregoing provisions, at any time after an Event of Default has been declared, pursuant to the terms of the Credit Documents, the Collateral Agent, acting as representative and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), is hereby irrevocably authorized (whether or not any foreclosure measure is taken against the Shareholders and irrespective of any right that the Shareholders may have to any benefit of order or similar right (which is hereby waived by the Shareholders to the fullest extent permitted by law)) to publicly or privately, judicially or extra-judicially, dispose of, sell, collect, receive, appropriate (to the extent permitted under the Brazilian law) and/or seize the Pledged Assets, or any part thereof, and may exercise any rights to which it is entitled hereunder, including but not limited to any rights and remedies that may be provided to a Senior Secured Party in any jurisdiction in which collateral is located, and may amicably sell (pursuant to Sections 7.2 and 7.2.1 below), assign, grant a call option or options on, or otherwise dispose of and deliver the Pledged Assets, in full or in part, under the terms and conditions that it deems appropriate, subject to the terms and conditions set forth in Sections 7.2 and 7.2.1 below and pursuant to the applicable law, regardless of any notice to the Shareholders (except as otherwise provided in the Credit Documents), with due regard to the provisions in Articles 1,433, item IV, and 1,435, item V, of the Brazilian Civil Code.

7.2 Pursuant to the provisions of Articles 1,433, item IV, of the Brazilian Civil Code, for the purposes of foreclosure of the Pledge herein constituted and collection of the amounts under the Pledged Assets, the Shareholders hereby irrevocably, under the terms of Articles 683 and 684 of the Brazilian Civil Code, and as provided in Schedule V of this Agreement, appoints the Collateral Agent, acting in the benefit of the Senior Secured Parties and as their attorney-in-fact, with full authority to:

- (i) regardless of the occurrence of an Event of Default but in the event of a material failure by the Shareholders to comply within five (5) Business Days of a written request with any obligation related to the creation and perfection of the security created pursuant to this Agreement, enter into any agreement, execute and file any document and carry out any act on behalf of the Shareholders and/or the Company in relation to the Pledge instituted by this Agreement, to the extent in which such act, agreement or document is necessary to create, preserve, perfect, formalize or validate such lien and amend this Agreement for such purposes;

- (ii) upon the occurrence of an Event of Default, in accordance with the terms provided for under the Credit Documents:
 - (a) enter into contracts of assignment or purchase and sale of the Pledged Assets, as well as to execute any and all documents related to such assignment or purchase and sale agreements;
 - (b) take any and every action on behalf of the Shareholders which may be reasonable or required to enforce out-of-court this Agreement including the following: (A) sell, collect, receive, appropriate (to the extent permitted under the Brazilian law) and/or seize the Pledged Assets (or any part thereof) or otherwise dispose of, whether publicly or privately, and deliver the Pledged Assets or any part thereof, upon such terms and conditions as it may deem appropriate, in accordance with this Agreement, irrespective of any notice to the Shareholders (except as otherwise provided in the Credit Documents), being the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, vested with all necessary powers incidental thereto; and (B) sign or endorse any instruments that are legally required to formalize the transfer of the Pledged Assets pursuant to this Agreement, and to take all action in connection thereto, including, without limitation, to execute any contracts and any other instruments or agreements and to represent the Shareholders before any third parties in connection with the sale of the Pledged Assets;
 - (c) take any and all actions which the Senior Secured Parties, represented by the Collateral Agent, believe are necessary to accomplish the purposes of this Agreement, including but not limited to, the amicable sale of the Pledged Assets and the execution of exchange agreements for remittance of funds abroad (such as the *Transferência Eletrônica Disponível – TED* or the *Registro de Operações Financeiras – ROF*);
 - (d) request any and all approvals that may be necessary for the above-referenced transfer of the Company's Pledged Shares to third parties, including, without any limitation, approval from the Central Bank of Brazil and any federal, state or municipal agencies or authorities, in all of their respective divisions and departments;
 - (e) represent the Shareholders before any third parties, including any financial institution and any Brazilian governmental agency or authority, either on the Federal, State or Municipal levels (including the Central Bank of Brazil, the Brazilian Securities and Exchange Commission (*Comissão de*

Valores Mobiliários – CVM), the Federal Revenue Service (*Receita Federal do Brasil*) and any competent Board of Trade);

(f) fully perform the obligations mentioned in this Agreement in relation to Additional Shares and to the Rights Related to the Additional Shares; and

(g) execute any other document and satisfaction of any other formality that may be necessary for the purposes defined in this Section 7.2.

- 7.2.1 Subject to Section 7.1 above, the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), may, at its sole discretion, and without incurring any liability to the Shareholders or any third party as a result thereof, sell the Pledged Assets, in all or in part, and in the manner it deems appropriate, without the need for any consent from the Shareholders or any third party, in such a way as to recover the entirety of the credits, provided that the Pledged Assets shall not be sold or transferred for a vile price (*preço vil*) as defined in the Brazilian Civil Procedure Code.
- 7.3 Under the terms of Articles 683 and 684 of the Brazilian Civil Code, the Shareholders shall maintain the appointment of the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as their attorney-in-fact until such time as this Agreement is terminated pursuant to the terms hereof, and shall refrain from taking any action that could reasonably be expected to have a Material Adverse Effect on the fulfilment of their obligations herein. The Shareholders acknowledge that the powers conferred on the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, hereunder are solely to protect their interest in the Pledged Assets and shall not impose any duty on the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, to exercise any such powers. The Shareholders further undertake to execute further irrevocable and non-renegotiable powers of attorney, under the terms of this Agreement in the event that it is notified by the Collateral Agent that it has assigned its position under this Agreement in accordance with the terms of Sections 10.1 and 17.3 below.
- 7.4 For the effectiveness of this Section 7, the Shareholders hereby authorize the disposition of their Pledged Assets to third parties and irrevocably waive any legal or contractual rights of first refusal, rights of first offers, options, statutory preemptive rights or any restrictions whatsoever currently held or that may obtain as a result of any law or of any other arrangement. Subject to compliance of Section 7.2.1 above by the Collateral Agent, acting as representative of and for the benefit of the Senior

Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), the Shareholders acknowledge and agree that any sale of any portion of the Pledged Assets may be at prices and on terms less favorable than those that could be obtained through a regular sale of such Shares under normal circumstances and, notwithstanding such circumstances, acknowledge and agree that any such sale shall be deemed to have been made on commercially reasonable terms and that the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), shall have no obligation to engage in regular sales.

- 7.5 The power of attorney granted under this Agreement, referred in Section 7.2 above, shall remain valid and in full force and effect until the Termination Date.
- 7.6 In the event of foreclosure of the Pledged Assets, the Shareholders shall not have any right to receive from the Company any amount paid to the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, in the payment of the Senior Secured Obligations, with amounts arising from the disposal and transfer of the Pledged Assets, therefore, not subrogating to the corresponding credit rights. The Shareholders hereby acknowledge: (i) that they shall not have any claim or procedure against the Company, the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, the Senior Secured Parties and/or the buyers of the Pledged Assets, in connection with the subrogation rights waived pursuant to this Section 7.6; and (ii) that the absence of subrogation does not imply unjust enrichment of the Company, the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, the Senior Secured Parties and/or the buyers of the Pledged Assets, in view of the fact that (a) in the event of foreclosure of this security, the non-subrogation shall represent a corresponding and proportionate increase in the amount of the Pledged Assets; and (b) the residual sale amount of the Pledged Assets shall be refunded by the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, to the Shareholders after the Termination Date within three (3) Business Days from the respective sale.
- 7.7 Any partial foreclosure of the Pledged Assets shall not affect the terms and conditions of this Agreement for the benefit of the Senior Secured Parties, provided that the provisions of this Agreement shall remain valid and in full force until the release of the security as set forth in Section 11 below.
- 7.8 The Pledge, and the rights and remedies of the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, over the Pledged

Assets shall be cumulative (and not exclusive) with any other guarantee or security interests created under the Credit Documents for the benefit of the Senior Secured Parties and the Collateral Agent, in the capacity of representative of and for the benefit of the Senior Secured Parties. Upon the occurrence of an Event of Default, in accordance with the terms provided for under the Credit Documents, the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), shall be entitled to exercise their rights and foreclose the Pledge created hereunder and any other security granted to them under the Credit Documents individually as a means to fully satisfy the Senior Secured Obligations.

- 7.9 For the purposes of enforcement of the collateral created hereunder, it is hereby agreed by the Parties that the Collateral Agent was appointed by the Global Collateral Agent as the Collateral Agent in accordance with the Senior Secured Credit Facility and with the laws of the State of New York, under which the Global Collateral Agent is authorized to appoint the Collateral Agent to represent the Senior Secured Parties in court and out-of-court in its name and on behalf of each Senior Secured Party, as instructed by the Senior Secured Parties. Additionally, the Collateral Agent represents that all its actions to be taken for the purposes of the collateral foreclosure shall comply with the terms and conditions of the Credit Documents, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), and shall be in accordance with the respective governing laws.

8. APPLICATION OF PROCEEDS

Any amounts received by the Collateral Agent, acting in the benefit and as representative of the Senior Secured Parties, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties), upon the exercise of the measures provided for in Section 7 above shall be applied in the manner and order set forth in the Senior Secured Credit Facility. After the Termination Date, any such monies received in excess of the Senior Secured Obligations shall be returned to the Shareholders pursuant to the applicable provisions of the Brazilian Civil Code.

9. CHANGES RELATED TO THE SENIOR SECURED OBLIGATIONS

The Shareholders shall remain bound by the terms of this Agreement, and the Pledged Assets shall remain subject to the pledge herein created, at any time, until the termination of this Agreement or release in accordance with Section 11 below, with no limitation and with no reservation of rights whatsoever with regard to the Shareholders and regardless of any notice to, or consent of, the Shareholders, even if:

- (i) any demand for performance of obligations, made by the Senior Secured Parties and/or the Collateral Agent, with regard to any of the Senior Secured Obligations ceases to be made under the terms of any Credit Document, and this shall not constitute the novation, reduction, waiver or loss of any right granted to the Senior Secured Parties;
- (ii) any renewal, extension, amendment, modification, acceleration, waiver, reimbursement or payment, in full or in part, or partial invalidity or unenforceability of any Credit Document occurs, except insofar as legal provisions require the release of the Shareholders or of the Pledged Assets, subject to Section 2.4 above;
- (iii) any alteration of term, form, place of payment, amount or currency of payment of the Senior Secured Obligations takes place under the terms of any Credit Document, subject to Section 2.4 above;
- (iv) the Senior Secured Parties and the Collateral Agent take (or fail to take) any measure based on, or related to any Credit Document, with respect to the exercise of any measure, power or right contained therein or deriving from law, whether in equity or in any other way, or waives any measure, power or right, or extends the terms for compliance with any obligation provided for in any Credit Document; or
- (v) the sale, exchange, waiver, reimbursement or assignment of any guarantees or set-off rights granted to the Senior Secured Parties and/or the Collateral Agent takes place, for the payment of the Senior Secured Obligations.

10. CONTINUATION

- 10.1 This Agreement may be assigned or transferred by the Collateral Agent, acting in the benefit of the Senior Secured Parties and in respect of their respective rights and obligations, to a successor or creditor in accordance with the provisions of the Credit Documents and, in such event, such successor creditor or assignee will be entitled to all of the rights and remedies of the Senior Secured Parties, represented by the Collateral Agent, as set forth in this Agreement or in other related agreements.
- 10.2 The Shareholders undertake to enter into any agreement substantially in equal terms and conditions of this Agreement and otherwise do whatever is reasonably required by the Senior Secured Parties, represented by the Collateral Agent, in case the Senior Secured Parties and/or the Collateral Agent transfer their rights and obligations under the Credit Documents wholly or partly to a third party, provided that (i) no amendment or other formality with respect to this Agreement shall be necessary if

such assignment is done after the occurrence of an Event of Default, in accordance with the terms provided for under the Credit Documents; or (ii) if the Senior Secured Parties, represented by the Collateral Agent, decide to amend this Agreement to reflect the assignment, the Collateral Agent shall be, after the occurrence of an Event of Default, in accordance with the terms provided for under the Credit Documents, authorized to sign the amendment in the name and on behalf of the Shareholders and the Company.

11. TERMINATION AND RELEASE

- 11.1 This Agreement shall remain in full force and effect from the Closing Date until the date on which all Senior Secured Obligations to be paid by the Borrower have been indefeasibly paid in full in cash or immediately available funds and all Commitments have been terminated or expired (such date, the "Termination Date"). Upon the occurrence of the Termination Date, this Agreement shall be terminated and the security interests created hereby shall be released, at the Shareholders' expense, pursuant to the terms of Section 11.2 below. The sale, transfer or other disposition of any part or all of the Pledged Assets in a transaction permitted by the Credit Documents, the security interests created hereby on such part or all of the Pledged Assets, as applicable, shall be released, at the Shareholders' expense.
- 11.2 The release of this Agreement or of the security created and evidenced hereby shall be formalized by a termination and release statement executed by the Collateral Agent, as instructed by Global Collateral Agent (acting at the direction of the Senior Secured Parties) in accordance with the rules provided below. Promptly after the Termination Date, the Collateral Agent, as instructed by the Global Collateral Agent (acting at the direction of the Senior Secured Parties) in accordance with the rules provided for in the Credit Documents to act so, shall execute and deliver to the Shareholders a termination and release statement substantially in the form of Schedule VI as well as all documents reasonably necessary to evidence such termination and release in accordance with this Section 11, within five (5) Business Days from the Termination Date.
- 11.3 Upon the occurrence of the Termination Date, the Shareholders and the Company shall be deemed as duly authorized by the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, as instructed by Global Collateral Agent (acting at the direction of the Senior Secured Parties), and the Senior Secured Parties (irrespective of any notice) to, (i) after the receipt of the duly signed release statement referred in Section 11.2 above, register such release statement with the competent Registry of Titles and Deeds (*Cartório de Registro de Títulos e Documentos*); (ii) cancel the annotation of the Pledge created under this Agreement

in the Company's Registry Book of Shares; and (iii) take any other reasonable measures to effectively release the Pledge, as well as give publicity to such release.

12. NO IMPAIRMENT OF OTHER SECURITY INTERESTS; CUMULATIVE REMEDIES

The security rights, powers and remedies of the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, under this Agreement are cumulative and shall be in addition to and independent of all other securities, rights, powers and remedies available to the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, pursuant to the Credit Documents and at law and may be exercised successively or concurrently without impairing the rights of the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, hereunder or under the Credit Documents, provided that it shall comply with the terms and conditions of the Credit Documents.

13. WAIVERS AND AMENDMENTS

This Agreement and its provisions may only be amended or modified pursuant to the terms of the Credit Documents, or as agreed among the Parties. Any amendments shall only be valid and binding if executed by all Parties, except if expressly provided otherwise herein or under the Credit Documents.

14. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, and shall not affect any other provisions hereof or the validity, legality or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties shall in good faith negotiate and execute an amendment to this Agreement to replace any such severed provision with a new provision that (i) reflects their original intent, and (ii) is valid and binding. The security interest created thereby shall, to the extent permitted by applicable law, constitute a continuing and perfected lien on the Pledged Assets, in each case enforceable against the Shareholders in accordance with its terms.

15. ENTIRE AGREEMENT

This Agreement is intended by the Parties as the final expression of their agreement regarding the subject matter hereof and as a complete and exclusive statement of the terms and conditions of such agreement.

16. NOTICES

All notices and other communications provided hereunder shall be in writing and addressed, delivered or transmitted to the persons listed in Schedule VII, in accordance with the notice provisions in the Senior Secured Credit Facility.

17. MISCELLANEOUS

- 17.1 The Company, as intervening and consenting party, hereby expressly confirms that it agrees with and consents to the provisions of this Agreement entirely, and undertakes that it will perform any and all acts which could be reasonably expected from it in order for the provisions of this Agreement to prevail and to be given full effect.
- 17.2 All schedules to this Agreement shall be an integral part hereof. If, however, there is any inconsistency between any Sections of this Agreement and any of its schedules, the provisions of this Agreement shall prevail.
- 17.3 The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with the terms of the Credit Documents. Except as otherwise permitted by the Credit Documents, the Shareholders may not assign or otherwise transfer any of their rights under this Agreement without the prior written consent of the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, and any assignment or transfer made in violation thereof shall be void. The Senior Secured Parties may assign or transfer their rights under this Agreement in connection with a transfer or assignment of their rights under the Credit Documents in accordance with the provisions of the Credit Documents.
- 17.4 If there is a conflict between any provision of this deed and any provision of the Senior Secured Credit Facility, then the provisions of the Senior Secured Credit Facility shall prevail.
- 17.5 The Parties acknowledge that (i) the partial exercise or non-exercise, the extension of terms, the acceptance or omission in respect to the exercise of any right, power or privilege granted to any Party hereto and/or by law shall not constitute novation, relinquishment or waiver of such right, power or privilege, nor shall it prevent their exercise, and (ii) the relinquishment or waiver of any such right shall be interpreted restrictively and shall not be deemed as the relinquishment or waiver of any other right granted to the Parties herein.
- 17.6 This Agreement constitutes an extrajudicial enforcement instrument (*título ejecutivo*

extrajudicial) in accordance with the provisions set forth in Article 784, III and V of the Brazilian Civil Procedure Code. The obligations provided in this Agreement may be subject to specific enforcement, pursuant to Articles 497 *et. seq.* of the Brazilian Civil Procedure Code, and it shall not constitute a waiver to any other action or measure, judicial or not, aiming to protect the rights arising from this Agreement.

- 17.7 The Collateral Agent shall have the authority to represent the Senior Secured Parties, as instructed by Global Collateral Agent (acting at the direction of the Senior Secured Parties), in accordance with their rights under the Senior Secured Credit Facility, in any proceedings, whether judicial or extra-judicial, including for the purposes of the Brazilian Civil Procedure Code.

18. LANGUAGE

This Agreement is being executed in English and shall be sworn translated to Portuguese. In case of a conflict between the English original and the Portuguese translation, the English shall prevail. The Portuguese translation shall be used before any Brazilian governmental authority (including any Brazilian Court or public register).

19. EXECUTION OF AGREEMENT AND COUNTERPARTS

This Agreement shall be executed in any number of and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties.

20. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Federative Republic of Brazil. The Parties irrevocably submit to the jurisdiction of the courts sitting in the City of São Paulo, State of São Paulo, Brazil, any action or proceeding to resolve any dispute or controversy related to or arising from this Agreement and the Parties irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such court.

IN WITNESS WHEREOF, the Parties and the Company have caused this Agreement to be duly executed in the presence of the two undersigned witnesses.

São Paulo, May 2, 2022.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

(Signature Page 1/5 of the "Share Pledge Agreement" executed by and among Galileo Global Technologies Limited, Horácio Ruben Andrés, TMF Brasil Administração e Gestão de Ativos Ltda. and Galileo Tecnologia Para Gás S.A.)

GALILEO GLOBAL TECHNOLOGIES LIMITED

By: _____



Name: Jorge Barbieri Gallo

Title: Attorney-in-fact

(Signature Page 2/5 of the "Share Pledge Agreement" executed by and among Galileo Global Technologies Limited, Horácio Ruben Andrés, TMF Brasil Administração e Gestão de Ativos Ltda. and Galileo Tecnologia Para Gás S.A.)

HORÁCIO RUBEN ANDRÉS

A black rectangular redaction box covers the signature area. A horizontal line extends from the left edge of the box to the left margin, and another horizontal line extends from the right edge of the box to the right margin.

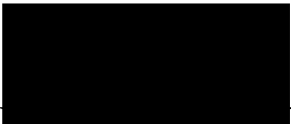
(Signature Page 3/5 of the "Share Pledge Agreement" executed by and among Galileo Global Technologies Limited, Horácio Ruben Andrés, TMF Brasil Administração e Gestão de Ativos Ltda. and Galileo Tecnologia Para Gás S.A.)

TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.

By: _____
Name: Karla Andrea Fernandes
Title: Managing Director

(Signature Page 4/5 of the "Share Pledge Agreement" executed by and among Galileo Global Technologies Limited, Horácio Ruben Andrés, TMF Brasil Administração e Gestão de Ativos Ltda. and Galileo Tecnologia Para Gás S.A.)

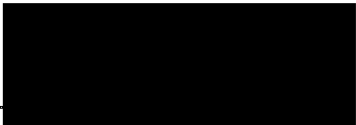
GALILEO TECNOLOGIA PARA GÁS S.A.

By: 
Name: Horácio Ruben Andres
Title: Chief Executive Officer

(Signature Page 5/5 of the "Share Pledge Agreement" executed by and among Galileo Global Technologies Limited, Horácio Ruben Andrés, TMF Brasil Administração e Gestão de Ativos Ltda. and Galileo Tecnologia Para Gás S.A.)

WITNESSES: 

1. _____
Name: Danilo Batista de Oliveira
CPF: 

2. 

2. _____
Name: Leo
CPF: 

SCHEDULE I

DESCRIPTION OF THE SHARES

Shareholder	Number of Shares	Percentage of total corporate and voting capital of the Company	Value (R\$)
Galileo Global Technologies Limited	1,218,780	99,9%	1,218,780
Horácio Ruben Andrés	1,220	0,1%	1,220
Total	1,220,000	100%	1,220,000

SCHEDULE II

SENIOR SECURED OBLIGATIONS

For the purposes of the Brazilian Civil Code, the main financial terms and conditions of the Senior Secured Obligations are those described below:

Terms herein utilized in capital letters have the same meaning provided to it in the Senior Secured Credit Facility, except if otherwise defined herein.

- (i) Borrower:** Galileo Technologies Corporation.
- (ii) Total Amount:** at any time, the sum of the Commitments of each of the Lenders at such time, as it may be increased pursuant to a Facility Increase in accordance with the Senior Secured Credit Facility. The Total Commitment on the Effective Date is US\$ 75,000,000 (seventy-five million dollars).
- (iii) Effective Date:** May 2, 2022.
- (iv) Facility Maturity Date:** the five-year anniversary of the Effective Date.
- (v) Interest:**
 - (a)** the Borrower shall pay interest in respect of the unpaid principal amount of each Base Rate Loan from the date of Borrowing thereof until the earlier of (1) the maturity thereof (whether by acceleration or otherwise) and (2) the conversion of such Base Rate Loan to a Term SOFR Loan pursuant to the Senior Secured Credit Facility, at a rate per annum which shall be equal to the sum of the relevant Applicable Margin plus the Base Rate, each as in effect from time to time;
 - (b)** the Borrower shall pay interest in respect of the unpaid principal amount of each Term SOFR Loan from the date of the applicable Borrowing thereof until the earlier of (1) the maturity thereof (whether by acceleration or otherwise) and (2) the conversion of such Term SOFR Loan to a Base Rate Loan pursuant to the Senior Secured Credit Facility, at a rate per annum which shall, during each Interest Period applicable thereto, be equal to the sum of the relevant Applicable Margin as in effect from time to time during such Interest Period plus Term SOFR for such Interest Period;

- (c) any interest amounts not paid when due hereunder, under the Guaranty or under the Notes, whether at stated maturity, by acceleration or otherwise, shall result in the accrual of default interest at the otherwise applicable interest rate (including the Applicable Margin) plus 2.00% per annum, calculated on the aggregate outstanding principal amount of the Loans. Interest that accrues under this item shall be payable on demand upon written notice by the relevant Lender;
 - (d) accrued (and theretofore unpaid) interest shall be payable (1) in respect of each Base Rate Loan, (I) quarterly in arrears on each Quarterly Date, (II) on the date of any repayment or prepayment (on the amount repaid or prepaid), and (III) at maturity (whether by acceleration or otherwise) and, after such maturity, on demand, and (2) in respect of each Term SOFR Loan, (I) on the last day of each Interest Period applicable thereto, and (II) on the date of any repayment or prepayment (on the amount repaid or prepaid), at maturity (whether by acceleration or otherwise) and, after such maturity, on demand (each such date, an "Interest Payment Date"); and
 - (e) all computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to Term SOFR) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of interest shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall bear interest for one day. Each determination by the Required Lenders and/or the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.
- (vi) **Interest Period:** at the time the Borrower gives any Notice of Borrowing or Notice of Conversion/Continuation in respect of the making of, or conversion into, any Term SOFR Loan (in the case of the initial Interest Period applicable thereto) on or prior to 11:00 A.M. (New York City time) on the third Business Day prior to the expiration of an Interest Period applicable to such Term SOFR Loan (in the case of any subsequent Interest Period), the Borrower shall have the right to elect the interest period (each, an "Interest Period") applicable to

such Term SOFR Loan, which Interest Period shall be (x) a three-month period or (y) if requested by the Borrower and agreed by each Lender in its sole discretion, such other period not to exceed one-month; under the terms provided for in the Senior Security Credit Facility.

(vii) Fees:

- (a)** the Borrower shall pay to the Administrative Agent for distribution to each Lender a commitment fee (the "Commitment Fee") for the period commencing on the Effective Date to the earlier of (i) the Availability Deadline and (ii) the date upon which the Total Commitment is terminated pursuant to the terms provided for in the Senior Security Credit Facility or entirely utilized, payable on the Commitments of such Lender (as set forth in this Agreement), computed at a rate per annum equal to 35% of the Applicable Margin on the amount by which the Commitment exceeds the sum of the aggregate outstanding principal amount of all Loans. The accrued Commitment Fee shall be due and payable, in arrears, on the Closing Date and each Interest Payment Date thereafter (unless only Base Rate Loans are outstanding, in which case the Commitment Fee shall be due and payable on each Quarterly Date) and otherwise on the earlier of (i) the Availability Deadline and (ii) the date upon which the Total Commitment is terminated pursuant to the terms provided for in the Senior Security Credit Facility or entirely utilized;
- (b)** the Borrower shall pay to the Administrative Agent and the Collateral Agent, for each such Agent's own local account, the fees set forth in its applicable Fee Letter; and
- (c)** all computations of Fees shall be made on the basis of a 360-day year and actual days elapsed. All Fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, in the case of the Commitment Fee, to the applicable Lenders. All Fees shall be fully earned when paid and shall not be refundable under any circumstances.

(viii) Voluntary Prepayments: the Borrower shall have the right to prepay the Loans in whole or in part, at any time and from time to time subject to the following terms and conditions: (a) the Borrower shall give the Administrative Agent prior to 12:00 Noon (New York City time) at the Notice Office at least (1)

at least one Business Day prior written notice (or telephonic notice promptly confirmed in writing) of its intent to voluntarily prepay Base Rate Loans and (2) three Business Days' prior written notice of its intent to voluntarily prepay Term SOFR Loans (in whole or in part), which notice (in each case) shall specify the prepayment date and principal amount of outstanding Loans that the Borrower intends to voluntarily repay, and which notice the Administrative Agent shall promptly transmit to each of the Lenders; (b) each voluntary prepayment of Loans pursuant to the Senior Secured Credit Facility shall be in an aggregate principal amount of at least \$5,000,000 and \$1,000,000 increments in excess thereof (or such lesser amount if the outstanding amount of such Loan is less than such minimum); (c) each voluntary prepayment pursuant to the Senior Secured Credit Facility in respect of any Loans made pursuant to a Borrowing shall be applied pro rata among such outstanding Loans; and (d) each prepayment of Loans pursuant to the Senior Secured Credit Facility shall reduce the then remaining Scheduled Repayments of the Loans in inverse order of maturity. Each such prepayment notice, once given, shall be irrevocable (unless waived by the Required Lenders) and each such voluntary prepayment of Loans shall be for an amount equal to the outstanding principal amount of Loans being prepaid, plus accrued interest on such principal amount being prepaid, plus the applicable Prepayment Premium in respect of such principal amount being prepaid, and shall be accompanied by payment of any amounts payable under the Senior Secured Credit Facility.

(ix) Mandatory Repayments:

- (a)** in addition to any other mandatory repayments required to be made pursuant to the Senior Secured Credit Facility, on each date set forth in the Senior Secured Credit Facility (each, a "Scheduled Repayment Date"), the Borrower shall repay the outstanding Loans in the principal amounts corresponding to the percentage of the Total Commitment (as in effect as of the Effective Date, plus the amount of any Facility Increase, if applicable) set forth in the Senior Secured Credit Facility (each such repayment, as the same may be reduced as provided in the Senior Secured Credit Facility, a "Scheduled Repayment");
- (b)** in addition to any other mandatory repayments required to be made pursuant to the Senior Secured Credit Facility, no later than five Business Days following each date on or after the Effective Date upon which GGT or any Galileo Subsidiary receives any cash proceeds from the issuance

or incurrence of any Indebtedness (other than to the extent constituting Permitted Debt) in the debt capital markets (including any private placement of notes) and/or from any loan financing transaction by GGT or any Galileo Subsidiary, GGT shall apply an amount equal to the Net Cash Proceeds of such issuance or incurrence of such Indebtedness (other than to the extent constituting Permitted Debt) in the debt capital markets (including any private placement of notes) and/or from any loan financing transaction as a mandatory repayment in accordance with the requirements of the Senior Secured Credit Facility;

- (c)** in addition to any other mandatory repayments required to be made pursuant to the Senior Secured Credit Facility, on each date on or after the Effective Date upon which Net Cash Proceeds of Asset Sales by GGT or any Galileo Subsidiary (other than proceeds otherwise invested in the business of GGT or any such Galileo Subsidiary, as the case may be, to purchase replacement assets within 180 days of the receipt of any such Net Cash Proceeds) in excess of \$2,000,000 in the aggregate in any Fiscal Year are received by GGT or any Galileo Subsidiary, an amount equal to 100% of such Net Cash Proceeds from such Asset Sale shall be applied as a mandatory repayment in accordance with the requirements of the Senior Secured Credit Facility and to the extent permitted by applicable law;
- (d)** in addition to any other mandatory repayments required to be made pursuant to the Senior Secured Credit Facility, on each date on or after the Effective Date upon which GGT receives any Cure Amount, an amount equal to such Cure Amount shall be applied on such date (or as soon as practicable thereafter, which shall in any event be no later than five Business Days after the date of receipt of the Cure Amount) as a mandatory repayment in accordance with the requirements of the Senior Secured Credit Facility;
- (e)** in addition to any other mandatory repayments required to be made pursuant to the Senior Secured Credit Facility, on each date on or after the Effective Date upon which GGT or any Galileo Subsidiary receives any cash proceeds from any Recovery Event, an amount equal to 100% of the Net Cash Proceeds from such Recovery Event shall be applied on such date (or as soon as practicable thereafter, which shall in any event be no later than five Business Days after the date of receipt of such Net

Cash Proceeds) as a mandatory prepayment in accordance with the requirements of the Senior Secured Credit Facility and to the extent permitted by applicable law; provided, that, such Net Cash Proceeds shall not be required to be so applied on such date so long as the Borrower has delivered a certificate to the Administrative Agent on such date stating that such Net Cash Proceeds shall be used to replace or restore any properties or assets in respect of which such Net Cash Proceeds were paid within six months following the date of the receipt of such Net Cash Proceeds (which certificate shall set forth the estimates of the Net Cash Proceeds to be so applied); and provided, further, that if all or any portion of such Net Cash Proceeds not required to be so applied pursuant to the preceding proviso are not so used within such six months period after the date of the receipt of such Net Cash Proceeds (or such earlier date, if any, as GGT or the relevant Galileo Subsidiary determines not to reinvest the Net Cash Proceeds relating to such Recovery Event as set forth above), such remaining portion shall be applied on the last day of such period (or such earlier date, as the case may be) as provided in the Section 4.02(e) of the Senior Secured Credit Facility without regard to the immediately preceding proviso;

- (f) in addition to any other mandatory repayments required to be made pursuant to the Senior Secured Credit Facility, if a Change of Control has occurred, the Borrower shall repay 100% of the outstanding principal amount of Loans on the date of consummation of such Change of Control, together with all amounts required in accordance with the last sentence of Section 4.02(g) of the Senior Secured Credit Facility; provided that if the reason for the Change of Control is the occurrence of the event specified in clause (a) of the definition of "Change of Control" caused solely by the death or disability of Osvaldo del Campo (any such event, an "Involuntary Change of Control"), then no prepayment shall be required on the date of consummation of such Involuntary Change of Control, so long as, within five Business Days following the occurrence of such Involuntary Change of Control, the Borrower shall have given notice to the Administrative Agent describing the event that constitutes the relevant Involuntary Change of Control. The Required Lenders shall then have 30 days from the date after receipt of such notice to elect to have all Loans prepaid pursuant to the Section 4.02(f) of the Senior Secured Credit Facility (the "Initial Prepayment Election Period"); provided that (1) at any time during the Initial

Prepayment Election Period, the Required Lenders will be entitled to extend the Initial Prepayment Election Period by an additional period of not more than 30 consecutive days after the Initial Prepayment Election Period (such period extension, the "First Prepayment Election Period Extension") and (2) at any time during the First Prepayment Election Period Extension, the Required Lenders will be entitled to extend the First Prepayment Election Period Extension by an additional period of not more than 30 consecutive days after the First Prepayment Election Period Extension (such period extension, the "Second Prepayment Election Period Extension"). If the Required Lenders elect to have all Loans prepaid within the Initial Prepayment Election Period pursuant to the Section 4.02(f) of the Senior Secured Credit Facility, then the Borrower shall repay 100% of the outstanding principal amount of Loans (together with all amounts required in accordance with the last sentence of Section 4.02(g) of the Senior Secured Credit Facility) on the date that is five months (or such additional time as may be required by applicable law) after the date of such determination by the Required Lenders; if the Required Lenders elect to have all Loans prepaid within the First Prepayment Election Period Extension pursuant to the Section 4.02(f) of the Senior Secured Credit Facility, then the Borrower shall repay 100% of the outstanding principal amount of Loans (together with all amounts required in accordance with the last sentence of Section 4.02(g) of the Senior Secured Credit Facility) on the date that is four months (or such additional time as may be required by applicable law) after the date of such determination by the Required Lenders; and if the Required Lenders elect to have all Loans prepaid within the Second Prepayment Election Period Extension pursuant to the Section 4.02(f) of the Senior Secured Credit Facility, then the Borrower shall repay 100% of the outstanding principal amount of Loans (together with all amounts required in accordance with the last sentence of Section 4.02(g) of the Senior Secured Credit Facility) on the date that is three months (or such additional time as may be required by applicable law) after the date of such determination by the Required Lenders; and

- (g) each amount required to be applied pursuant to the Senior Secured Credit Facility shall be applied, in each case, to each Lender in respect of its outstanding Loans, on a pro rata basis, concurrently to repay the outstanding principal amount of Loans and any accrued interest due and payable on the prepaid amount and other amounts payable under the

Senior Secured Credit Facility as a result of such prepayment. The amount of each principal repayment of Loans made as required by the Senior Secured Credit Facility, shall be applied to reduce the then remaining Scheduled Repayments of the Loans in inverse order of maturity. Each such prepayment of Loans pursuant to Sections 4.02(b), (c) and (f) of the Senior Secured Credit Facility shall be in an amount equal to the outstanding principal amount of Loans being prepaid, plus accrued interest on such principal amount being prepaid, plus the applicable Prepayment Premium in respect of such principal amount being prepaid, and shall be accompanied by payment of any amounts payable under the Senior Secured Credit Facility.

(x) Method and Place of Payment:

- (a)** except as otherwise specifically provided in the Senior Secured Credit Facility, all payments under the Senior Secured Credit Facility and under any Note (whether of principal, interest, fees, or any other amounts) shall be made to the Administrative Agent for the account of the Lender or Lenders entitled thereto not later than 11:00 A.M. (New York City time) on the date when due and shall be made in Dollars in immediately available funds at the Payment Office. The Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payments of principal or interest (or Prepayment Premium) ratably (subject to the Senior Secured Credit Facility and other amounts payable to the account of the Administrative Agent or any Lender pursuant to the Senior Secured Credit Facility) to the Lenders and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case, to be applied in accordance with the terms of this Agreement. Any amounts received after such time on any date, may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. Without prejudice to the Senior Secured Credit Facility, whenever any payment to be made hereunder or under any other Credit Document shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day (other than in the case of a payment due on the Facility Maturity Date, in which case it shall be paid on the immediately preceding Business Day) and, with respect to payments of principal, interest shall be payable at the applicable rate during such extension; provided that,

if a payment of interest that is stated to be due on the same date as a principal payment hereunder is instead due and payable on the immediately preceding Business Day pursuant to the terms of the Senior Secured Credit Facility, then any payment of interest (and any premium required to be paid) shall also be payable on the same date. If no due date is specified for the payment of any amount payable by the Borrower hereunder, such amount shall be due and payable not later than 30 days after receipt by the Borrower of written demand from the Administrative Agent for payment thereof; and

(b) all payments made by the Borrower under the Senior Secured Credit Facility and under any Note will be made free and clear of and without condition or deduction for any setoff, counterclaim, recoupment or other defense.

(xi) **Prepayment Premium:** shall mean as of the date of the corresponding voluntary prepayment of any of the Loans pursuant to Section 4.01 of the Senior Secured Credit Facility or any mandatory prepayment of any of the Loans pursuant to Sections 4.02(b), (c) and (f) of the Senior Secured Credit Facility, the corresponding amount shown in the table provided for in the Senior Secured Credit Facility.

SCHEDULE III

FORM OF AMENDMENT TO THE SHARE PLEDGE AGREEMENT – ADDITIONAL SHARES

This amendment to the Share Pledge Agreement (the "Amendment") is entered into as of [●], 20[●] by and among:

- (1) **GALILEO GLOBAL TECHNOLOGIES LIMITED**, a limited company organized and existing under the laws of England & Wales, whose registered office is at 4 Solent Business Park, Parkway Whiteley, Fareham, Hampshire, United Kingdom, Po15 7FH, enrolled with CNPJ under No. 35.037.331/0001-80, herein represented by its legal representative(s) ("GGT");
- (2) **HORACIO RUBEN ANDRES**, argentinean, married, mechanical engineer, bearer of RNE No. [REDACTED] and enrolled in CPF No. [REDACTED], resident at [REDACTED], in the city of São Paulo, State of São Paulo, Brazil ("Horacio" and together with GGT, the "Shareholders" or "Pledgors"); and
- (3) **TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.**, a company duly organized and existing in accordance with the laws of the Federative Republic of Brazil, with head offices at Alameda Caiapós, 243, Térreo, in the City of Barueri, State of São Paulo, Brazil, ZIP Code 06460-110, enrolled with CNPJ under No. 23.103.490/0001-57, acting as Collateral Agent, as representative, and for the benefit of the Senior Secured Parties (as defined below) (the "Collateral Agent" and, together with the Shareholders, the "Parties");

as an intervening and consenting party,

- (4) **GALILEO TECNOLOGIA PARA GÁS S.A.**, a company incorporated under the laws of the Federative Republic of Brazil, with head offices at Rua Dr. Renato Paes de Barros, 750, Conj. 32, 3rd Floor, in the city of São Paulo, State of São Paulo, Brazil, ZIP Code 04.530-001, enrolled with CNPJ under No. 37.352.656/0001-83, herein represented by its legal representative(s) (the "Company").

WHEREAS:

- A. on May 2, 2022, **GALILEO TECHNOLOGIES CORPORATION**, a corporation organized and existing under the laws of the State of California, in the United States of America, with head offices at 333 Cedar Avenue, in the city of Middlesex, in the

state of New Jersey, in the United States of America ("Borrower"), entered into a loan agreement, with (among others), **TMF GROUP NEW YORK, LLC**, a company validly organized and existing under the laws of the State of Delaware, having its statutory seat in 48 Wall Street, 27th Floor, New York, NY 10005, United States of America, as the global collateral agent, as administrative agent (in such capacity, "Administrative Agent") and as the global collateral agent (in such capacity, the "Global Collateral Agent"), **MORGAN STANLEY SENIOR FUNDING INC.** ("Sole Lead Arranger") and the lenders party thereto from time to time (the "Lenders"), pursuant to which the Lenders have agreed to extended to the Borrower a credit of up to US\$ 75,000,000.00, by means of certain term loans to be made available to the Borrower ("Senior Secured Credit Facility");

- B.** In connection with the Senior Secured Credit Facility, the Parties entered into the Share Pledge Agreement on May 2, 2022 (hereinafter generally referred to as "Agreement") to and in favor of the Senior Secured Parties (as defined in the Agreement), represented by the Collateral Agent (appointed by the Global Collateral Agent according to the terms of the Senior Secured Credit Facility and the TMF Affiliate Agreement), as first priority security for the payment and performance of the Secured Obligations (as defined in the Agreement), registered with (i) the [●] Registry of Titles and Deeds (*Cartório de Registro de Títulos e Documentos*) of the City of São Paulo, State of São Paulo, Brazil, under No. [●] on [●]; and (ii) the [●] Registry of Titles and Deeds (*Cartório de Registro de Títulos e Documentos*) of the City of Barueri, State of São Paulo, Brazil, under No. [●] on [●]; and
- C.** Pursuant to Section 2.1(b) of the Agreement, the Shareholders wish to extend the first priority lien created in the Agreement to the Additional Shares and their Rights Related to the Additional Shares (as defined in the Agreement) by entering into this Amendment and to perfect such first priority lien by taking, with respect to this Amendment, the actions provided for in Sections 3.1 through 3.3 of the Agreement (or any other action required to be taken pursuant to the then applicable laws.) or [Pursuant to Section 2.3.1 of the Agreement, the Parties wish to update the description of the Pledged Assets.

NOW THEREFORE, in consideration of the premises contained herein, the Parties and the Company hereby agree to enter into this Amendment, which shall be governed by the following terms and conditions:

1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. The Shareholders hereby pledge, for security purposes, to the Senior Secured Parties, represented by the Collateral Agent, all of the assets listed in Exhibit I attached hereto (and which were not contained in the Agreement or in any Amendment thereof) (collectively, the "Additional Shares"), pursuant to article 1,431 and the following articles of the Brazilian Civil Code and article 39 of the Brazilian Corporate Law, intending that all rights and obligations of the Parties under the Agreement shall apply *mutatis mutandis* to the Additional Shares and the proceeds thereof, if any, pledged hereunder (and such Additional Shares and proceeds thereof shall be deemed as Pledged Assets for all purposes of the Agreement). The Shareholders hereby represent and warrant to the Senior Secured Parties, represented by the Collateral Agent, that the representations and warranties made by them in Section 5 of the Agreement are true and correct as if made on the date hereof and apply *mutatis mutandis* to this Amendment and to the Additional Shares pledged herein as if they were fully written herein.

3. All provisions of the Agreement that have not been expressly amended or modified herein shall remain in full force and effect pursuant to the terms of the Agreement and shall apply *mutatis mutandis* to this Amendment as if they were fully written herein.

4. This Amendment shall be governed by, and construed in accordance with, the laws of Brazil. The Parties irrevocably submit to the jurisdiction of the courts sitting in the City of São Paulo, State of São Paulo, Brazil, any action or proceeding to resolve any dispute or controversy related to or arising from this Amendment, with the express waiver of the jurisdiction of any other court, however privileged it may be.

IN WITNESS WHEREOF, the Parties and the Company have caused this Amendment to be duly executed in the presence of the two undersigned witnesses.

_____, 20____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**[Exhibit I
ADDITIONAL SHARES
[]]**

SCHEDULE IV

FORM OF AMENDMENT TO THE SHARE PLEDGE AGREEMENT – CHANGE OF COMPANY'S CORPORATE TYPE

This amendment to the Share Pledge Agreement (the "Amendment") is entered into as of [●], 20[●] by and among:

- (1) **GALILEO GLOBAL TECHNOLOGIES LIMITED**, a limited company organized and existing under the laws of England & Wales, whose registered office is at 4 Solent Business Park, Parkway Whiteley, Fareham, Hampshire, United Kingdom, Po15 7FH, enrolled with CNPJ under No. 35.037.331/0001-80, herein represented by its legal representative(s) ("GGT");
- (2) **HORACIO RUBEN ANDRES**, argentinean, married, mechanical engineer, bearer of RNE No. [●] and enrolled in CPF No. [●], resident at [●], in the city of São Paulo, State of São Paulo, Brazil ("Horacio" and together with GGT, the "Shareholders" or "Pledgors"); and
- (3) **TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.**, a company duly organized and existing in accordance with the laws of the Federative Republic of Brazil, with head offices at Alameda Caiapós, 243, Térreo, in the City of Barueri, State of São Paulo, Brazil, ZIP Code 06460-110, enrolled with CNPJ under No. 23.103.490/0001-57, acting as Collateral Agent, as representative, and for the benefit of the Senior Secured Parties (as defined below) (the "Collateral Agent" and, together with the Shareholders, the "Parties");

as an intervening and consenting party,

- (4) **GALILEO TECNOLOGIA PARA GÁS LTDA.**, a company incorporated under the laws of the Federative Republic of Brazil, with head offices at Rua Dr. Renato Paes de Barros, 750, Conj. 32, 3rd Floor, in the city of São Paulo, State of São Paulo, Brazil, ZIP Code 04.530-001, enrolled with CNPJ under No. [●], herein represented by its legal representative(s) (the "Company").

WHEREAS:

- A. on May 2, 2022, **GALILEO TECHNOLOGIES CORPORATION**, a corporation organized and existing under the laws of the State of California, in the United States of America, with head offices at 333 Cedar Avenue, in the city of Middlesex, in the

state of New Jersey, in the United States of America ("Borrower") entered into a loan agreement, with (among others), **TMF GROUP NEW YORK, LLC**, a company validly organized and existing under the laws of the State of Delaware, having its statutory seat in 48 Wall Street, 27th Floor, New York, NY 10005, United States of America, as the global collateral agent, as administrative agent (in such capacity, "Administrative Agent") and as the global collateral agent (in such capacity, the "Global Collateral Agent"), **MORGAN STANLEY SENIOR FUNDING INC.** ("Sole Lead Arranger") and the lenders party thereto from time to time (the "Lenders"), pursuant to which the Lenders have agreed to extended to the Borrower a credit of up to US\$ 75,000,000.00, by means of certain term loans to be made available to the Borrower ("Senior Secured Credit Facility");

- B.** In connection with the Senior Secured Credit Facility, the Parties entered into the Share Pledge Agreement on May 2, 2022 (hereinafter generally referred to as "Agreement") to and in favor of the Senior Secured Parties (as defined in the Agreement), represented by the Collateral Agent (appointed by the Global Collateral Agent according to the terms of the Senior Secured Credit Facility and the TMF Affiliate Agreement), as first priority security for the payment and performance of the Secured Obligations (as defined in the Agreement), registered with (i) the [REDACTED] Registry of Titles and Deeds (*Cartório de Registro de Títulos e Documentos*) of the City of São Paulo, State of São Paulo, Brazil, under No. [REDACTED] on [REDACTED]; and (ii) the [REDACTED] Registry of Titles and Deeds (*Cartório de Registro de Títulos e Documentos*) of the City of Barueri, State of São Paulo, Brazil, under No. [REDACTED] on [REDACTED]; and
- C.** Pursuant to Section 2.3 of the Agreement, as a result of the change of the corporate type of the Company from a corporation (*sociedade anônima*) to a limited liability company (*sociedade limitada*), the Shareholders undertook to deliver to the Collateral Agent, or to whom it may designate, under the terms of the Agreement, this Amendment, within no later than ten (10) day counted from the date such transaction is completed.

NOW THEREFORE, in consideration of the premises contained herein, the Parties and the Company hereby agree to enter into this Amendment, which shall be governed by the following terms and conditions:

1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. As a result of the change of the corporate type of the Company from a corporation (*sociedade anônima*) to a limited liability company (*sociedade limitada*), the Parties decide

to amend (i) the name of the Agreement to "*Quota Pledge Agreement*", and (ii) the preamble of the Agreement, which, from this date on, will be in full force as below:

"This **QUOTA PLEDGE AGREEMENT** ("Agreement") is made and entered into as of [●], 2022 by and among:

(1) GALILEO GLOBAL TECHNOLOGIES LIMITED, a limited company organized and existing under the laws of England & Wales, whose registered office is at 4 Solent Business Park, Parkway Whiteley, Fareham, Hampshire, United Kingdom, Po15 7FH, enrolled with CNPJ under No. 35.037.331/0001-80, herein represented by its legal representative(s) ("GGT");

(2) HORACIO RUBEN ANDRES, argentinean, married, mechanical engineer, bearer of RNE No. [REDACTED] and enrolled in CPF No [REDACTED] resident at [REDACTED] in the city of São Paulo, State of São Paulo, Brazil ("Horacio") and together with GGT, the "Quotaholders" or "Pledgors"; and

(3) TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA., a company duly organized and existing in accordance with the laws of the Federative Republic of Brazil, with head offices at Alameda Caiapós, 243, Térreo, in the City of Barueri, State of São Paulo, Brazil, ZIP Code 06460-110, enrolled with CNPJ under No. 23.103.490/0001-57, acting as Collateral Agent, as representative, and for the benefit of the Senior Secured Parties (as defined below) (the "Collateral Agent" and, together with the Quotaholders, the "Parties");

as an intervening and consenting party,

(4) GALILEO TECNOLOGIA PARA GÁS LTDA., a company incorporated under the laws of the Federative Republic of Brazil, with head offices at Rua Dr. Renato Paes de Barros, 750, Conj. 32, 3^d Floor, in the city of São Paulo, State of São Paulo, Brazil, ZIP Code 04.530-001, enrolled with CNPJ under No. [●], herein represented by its legal representative(s) (the "Company")."

3. The Parties decide, as a result of the change of the corporate type of the Company from a corporation (*sociedade anônima*) to a limited liability company (*sociedade limitada*), that all references to "Pledged Shares", "Additional Shares", "Rights Related to the Shares", "Rights Related to the Additional Shares", "Shares" and "Shareholders" shall be read respectively as "Pledged Quotas", "Additional Quotas", "Right Related to the Quotas", "Right Related to the Additional Quotas", "Quotas" and "Quotaholders".

4. All provisions of the Agreement that have not been expressly amended or modified herein shall remain in full force and effect pursuant to the terms of the Agreement and shall apply *mutatis mutandis* to this Amendment as if they were fully written herein.

5. This Amendment shall be governed by, and construed in accordance with, the laws of Brazil. The Parties irrevocably submit to the jurisdiction of the courts sitting in the City of São Paulo, State of São Paulo, Brazil, any action or proceeding to resolve any dispute or controversy related to or arising from this Amendment, with the express waiver of the jurisdiction of any other court, however privileged it may be.

IN WITNESS WHEREOF, the Parties and the Company have caused this Amendment to be duly executed in the presence of the two undersigned witnesses.

_____, 20____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE V

FORM OF IRREVOCABLE POWER OF ATTORNEY

Through this power of attorney, **GALILEO GLOBAL TECHNOLOGIES LIMITED**, a limited company organized and existing under the laws of England & Wales, whose registered office is at 4 Solent Business Park, Parkway Whiteley, Fareham, Hampshire, United Kingdom, Po15 7FH, enrolled with CNPJ under No. 35.037.331/0001-80, herein represented by its attorney-in-fact (the "Galileo Global"), and **HORACIO RUBEN ANDRES**, argentinean, married, mechanical engineer, bearer of RNE No. [REDACTED] and enrolled in CPF No. [REDACTED], resident at [REDACTED], in the city of São Paulo, State of São Paulo, Brazil ("Horacio" and together with Galileo Global, the "Grantors"), hereby appoints and selects as its attorney-in-fact **TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.**, a company duly organized and existing in accordance with the laws of the Federative Republic of Brazil, with head offices at Alameda Caiapós, 243, Térreo, in the City of Barueri, State of São Paulo, Brazil, ZIP Code 06460-110, enrolled with CNPJ under No. 23.103.490/0001-57 (the "Grantee"), acting as a representative and for the benefit of the Senior Secured Parties, granting it full and specific powers to, in accordance with the Share Pledge Agreement, dated as of May 2, 2022, executed, *inter alia*, the Grantors, the Grantee and **GALILEO TECNOLOGIA PARA GÁS S.A.**, a company incorporated under the laws of the Federative Republic of Brazil, with head offices at Rua Dr. Renato Paes de Barros, 750, Conj. 32, 3rd Floor, in the city of São Paulo, State of São Paulo, Brazil, ZIP Code 04.530-001, enrolled with CNPJ under No. 37.352.656/0001-83 (the "Company") (as amended restated, supplemented, or otherwise modified from time to time, the "Agreement"):

- (i) regardless of the occurrence of an Event of Default (as defined in the Agreement) but in the event of a material failure by the Grantors to comply within five (5) Business Days of a written request with any obligation related to the creation and perfection of the security created pursuant to the Agreement, enter into any agreement, execute and file any document and carry out any act on behalf of the Grantors and/or the Company in relation to the Pledge instituted by the Agreement, to the extent in which such act, agreement or document is necessary to create, preserve, perfect, formalize or validate such lien and amend the Agreement for such purposes; and
- (ii) upon the occurrence of an Event of Default, in accordance with the terms provided for under the Credit Documents:

- (a) enter into contracts of assignment or purchase and sale of the Pledged Assets, as well as to execute any and all documents related to such assignment or purchase and sale agreements;
- (b) take any and every action on behalf of the Grantors which may be reasonable or required to enforce out-of-court the Agreement including the following: (A) sell, collect, receive, appropriate (to the extent permitted under the Brazilian law) and/or seize the Pledged Assets (or any part thereof) or otherwise dispose of, whether publicly or privately, and deliver the Pledged Assets or any part thereof, upon such terms and conditions as it may deem appropriate, in accordance with the Agreement, irrespective of any notice to the Grantor (except as otherwise provided in the Credit Documents), being the Collateral Agent, acting as representative of and for the benefit of the Senior Secured Parties, vested with all necessary authority incidental thereto; and (B) sign or endorse any instruments that are legally required to formalize the transfer of the Pledged Assets pursuant to the Agreement, and to take all action in connection thereto, including, without limitation, to execute any contracts and any other instruments or agreements and to represent the Grantors before any third parties in connection with the sale of the Pledged Assets;
- (c) take any and all actions which the Senior Secured Parties, represented by the Collateral Agent, reasonably believe are necessary to accomplish the purposes of the Agreement, including but not limited to, the amicable sale of the Pledged Assets and the execution of exchange agreements for remittance of funds abroad (such as the *Transferência Eletrônica Disponível – TED* or the *Registro de Operações Financeiras – ROF*);
- (d) request any and all approvals that may be necessary for the above-referenced transfer of the Company's Shares to third parties, including, without any limitation, from the Central Bank of Brazil and from any federal, state or municipal agencies or authorities, in all of their respective divisions and departments;
- (e) represent the Grantors before any third parties, including any financial institution and any Brazilian governmental agency or authority, either on the Federal, State or Municipal levels, (including the Central Bank of Brazil, the Brazilian Securities and Exchange Commission (*Comissão de Valores*

Mobiliários – CVM, the Federal Revenue Service (*Receita Federal do Brasil*), any competent Board of Trade);

- (f) fully perform the obligations mentioned in the Agreement in relation to Additional Shares and to the Rights Related to the Additional Shares; and
- (g) execute any other document and compliance with any other formality that may be necessary for the purposes defined in Section 7.2 of the Agreement.

The Grantee may, at its discretion, (i) delegate the authority granted hereunder exclusively for law firms for the purposes described herein, in whole or in part, with or without reservation, as the Grantee deems appropriate, as well as revoke the delegation; and (ii) perform all of the acts and execute any documents that are necessary, useful or convenient for the due satisfaction of the present power of attorney.

This power of attorney shall remain valid and in full force until the Termination Date.

The Grantee is hereby irrevocably and absolutely appointed the Grantor's attorney-in-fact, under the terms of Article 683 and 684 of the Brazilian Civil Code.

The present instrument shall be interpreted in accordance with and governed by the laws of the Federative Republic of Brazil.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

The present power of attorney is granted on May 2, 2022.

GALILEO GLOBAL TECHNOLOGIES LIMITED

By: _____

Name:

Title:

HORÁCIO RUBEN ANDRÉS

SCHEDULE VI

FORM OF TERMINATION AND RELEASE STATEMENT

TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA., a company duly organized and existing in accordance with the laws of the Federative Republic of Brazil, with head offices at Alameda Caiapós, 243, Térreo, in the City of Barueri, State of São Paulo, Brazil, ZIP Code 06460-110, enrolled with CNPJ under No. 23.103.490/0001-57, acting as Collateral Agent, as representative, and for the benefit of the Senior Secured Parties (as defined in the Share Pledge Agreement) ("Collateral Agent"), under the terms of the Share Pledge Agreement (as defined below), hereby expressly authorizes (i) the cancellation of the Pledge created under the Share Pledge Agreement, entered into by and among Galileo Global Technologies Limited and Horácio Ruben Andrés, as Shareholders, Galileo Tecnologia Para Gás S.A. and the Collateral Agent, dated as of May 2, 2022, as amended from time to time ("Share Pledge Agreement"), registered with the Registry of Titles and Deeds (*Cartório de Registro de Títulos e Documentos*) of the City of [●], State of [●], under number [●]; and (ii) the Shareholders and the Company to present this Termination and Release Statement to the above-mentioned registry office, for the purposes of registration, and to any other authority and third parties.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Share Pledge Agreement.

In view of the provision of this statement, all rights and title pledged under the Pledge are free and clear of the liens created under the Share Pledge Agreement.

[Place of signature], [●], 20[●].

[Collateral Agent]

By: _____

By: _____

Name:

Name:

Title:

Title:

**SCHEDULE VII
ADDRESSES FOR NOTICES**

If to the **Shareholders:**

GALILEO GLOBAL TECHNOLOGIES LIMITED

Address: 4 Solent Business Park, Parkway Whiteley, Fareham, Hampshire, United Kingdom,
Po15 7FH

Email: ignacio.sorrosal@galileoar.com

Attention: Ignacio Sorrosal with copy to legales@galileoar.com

HORÁCIO RUBEN ANDRÉS

Rua Tibiriça, 282, casa B1, Zip Code 04.622-010, São Paulo, Brazil

Email: handres@galileoar.com

Attention: Horacio Andres with copy to legales@galileoar.com

If to the **Collateral Agent:**

TMF BRASIL ADMINISTRAÇÃO E GESTÃO DE ATIVOS LTDA.

Address: Alameda Caiapós, 243, Térreo, in the City of Barueri, State of São Paulo, Brazil,
ZIP Code 06460-110

Email: danilo.oliveira@tmf-group.com; cts.brazil@tmf-group.com; karla.fernandes@tmf-group.com

Attention: Danilo Oliveira e Karla Fernandes

If to the **Company:**

Address: Rua Dr. Renato Paes de Barros, 750, Conj. 32, 3rd Floor, São Paulo, Brazil

Email: handres@galileoar.com

Attention: Horacio Andres with copy to legales@galileoar.com