UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No.)*

Sono Group N.V.
(Name of Issuer)

Ordinary shares, par value of €0.06 per share
(Title of Class of Securities)

N81409109
(CUSIP Number)

George O'Leary
c/o Sono Group N.V.
Waldmeisterstraße 93
80935 Munich, Germany
+49 (0)89 4520 5818
george.oleary@sonogroupnv.com
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 1, 2024
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of Reporting Persons SVSE LLC
2.	Check The Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) ☐
6.	Citizenship or Place of Organization Delaware

Number of Shares Beneficially Owned By Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 20,306,251 (1)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 20,306,251 (1)

11.	Aggregate Amount Beneficially Owned by Each Reporting Person 20,306,251 (1)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐
13.	Percent of Class Represented by Amount in Row (11) 18.7% (2)
14.	Type of Reporting Person (See Instructions) OO

(1) Represents 3,000,000 high voting shares and 17,306,251 ordinary shares of the Issuer that are owned by the Reporting Persons (as defined herein). High voting shares are convertible at any time by the holder thereof into ordinary shares on a one-for-one basis, whereas ordinary shares are not convertible into high voting shares under any circumstances. Each holder of ordinary shares is entitled to one vote per ordinary share and each holder of high voting shares is entitled to twenty-five votes per high voting share on all matters submitted to them for a vote. George O'Leary, as the sole member of SVSE LLC (based on and subject to his role as managing director of the Issuer through March 25, 2029), has voting and dispositive power with respect to the ordinary shares and high voting shares held by SVSE LLC, the record holder of such securities.
(2) The percentage of class of securities beneficially owned by the Reporting Persons is based on a total of 108,667,115 shares (being the sum of 105,667,115 ordinary shares and 3,000,000 high voting shares) of the Issuer outstanding as a single class as of March 20, 2024, assuming conversion of all high voting shares into ordinary shares. The voting power of the shares beneficially owned represent 51.1% of the total outstanding voting power. The percentage of voting power is calculated by dividing the voting power beneficially owned by the Reporting Persons by the voting power of all of the Issuer's outstanding ordinary shares and high voting shares as a single class as of March 20, 2024.

1.		Names of Reporting Persons George O'Leary
2.		Check The Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐
3.		SEC Use Only
4.		Source of Funds (See Instructions) OO
5.		Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) ☐
6.		Citizenship or Place of Organization United States of America

Number of Shares Beneficially Owned By Each Reporting Person With	7.		Sole Voting Power 0
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13.	Percent of Class Represented by Amount in Row (11) 18.7% (2)
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Item 1. Security and Issuer

The issuer of the shares is Sono Group N.V., a public company with limited liability under Dutch law (*naamloze vennootschap*) (the "Issuer"). The Issuer's shares consist of ordinary shares with a par value of €0.06 per share (the "Ordinary Shares") and high voting shares (the "High Voting Shares"). Each holder of Ordinary Shares is entitled to one vote per Ordinary Share and each holder of High Voting Shares is entitled to twenty-five votes per High Voting Share on all matters submitted to them for vote. High Voting Shares are convertible at any time by the holder thereof into Ordinary Shares on a one-for-one basis. Ordinary Shares are not convertible into High Voting Shares under any circumstances.

The address of the principal executive offices of the Issuer is Waldmeisterstraße 93, 80935 Munich, Germany; its telephone number is +49 (0)89 4520 5818.

Item 2. Identity and Background

(a) This Schedule 13D is being filed by SVSE LLC ("SVSE") and George O' Leary ("Mr. O'Leary" and together with SVSE, the "Reporting Persons").

(b) - (c) The principal business of SVSE is to make and hold investments in the Issuer. SVSE's principal place of business and principal office is 9800 Quaye Side Drive, Unit 105, Wellington FL 33411.

The sole member of SVSE is Mr. O'Leary. The present principal occupation of Mr. O'Leary until April 5, 2024, is serving as Chief Financial Officer and member of the board of directors of HealthLynked Corp. The business address of HealthLynked Corp. is 1265 Creekside Pkwy, Suite 302, Naples, Florida 34108. In addition, Mr. O'Leary serves as Chief Executive Officer, Chief Financial Officer and Managing Director of the Issuer. Starting April 8, 2024, Mr. O'Leary assumed the roles of Chief Executive Officer and Chief Financial Officer on a full-time basis. The business address of the Issuer is Waldmeisterstraße 93, 80935 Munich, Germany. Mr. O'Leary is a United States citizen.

(d) During the last five years, neither of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, neither of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction, as a result of which such Reporting Person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) SVSE is a limited liability company organized under the laws of the State of Delaware. Mr. O'Leary is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration

The 20,306,251 shares reported herein as beneficially owned by the Reporting Persons were acquired pursuant to the Sale and Transfer Agreement (as defined below) at an aggregate purchase price of approximately $65,877.54 (converted from Euros to U.S. dollars based on the European Central Bank's daily exchange rate reported on February 1, 2024, which was €1.00 = $1.0814). The shares were acquired in connection with the Yorkville Agreements and the Transactions as described in Item 4, the information of which is hereby incorporated by reference into this Item 3.

Item 4. Purpose of Transaction

The Issuer entered into certain investment-related agreements (the "Yorkville Agreements"), effective November 20, 2023, between the Issuer and YA II PN, Ltd. ("Yorkville"), pursuant to which Yorkville committed to provide financing to the Issuer subject to the satisfaction of certain conditions precedent. The aim of the Yorkville Agreements and the transactions contemplated therein (the "Transactions") was the restructuring of the Issuer and Sono Motors GmbH, the Issuer's sole Subsidiary (collectively, the "Companies"), in connection with the Companies' respective self-administration proceedings in Germany. On January 31, 2024, the Issuer withdrew its application for its preliminary self-administration proceedings, and on the same day held an extraordinary general meeting of shareholders ("EGM") at which Mr. O'Leary was appointed as the sole current member of the Issuer's management board. The Subsidiary subsequently exited its self-administration proceedings on February 29, 2024.

As a condition to the willingness of Yorkville to enter into the Yorkville Agreements and the Transactions, Laurin Hahn and Jona Christians – the Issuer's co-founders and former co-CEOs (collectively, the "Founders") – entered into a Shareholders Commitment Letter, effective as of November 20, 2023 (the "Shareholders Commitment Letter") with the Issuer and the Subsidiary. Under the terms of the Shareholders Commitment Letter, the Founders undertook to sell and transfer, in the aggregate, 17,306,251 Ordinary Shares and all of their High Voting Shares in the Issuer to the Issuer and/or the new members of the management board to be appointed for the Issuer.

Pursuant to the terms of the Yorkville Agreements and in connection with the Transactions, the Founders entered into respective Sale and Transfer Agreements, each dated February 1, 2024 (collectively, the "Sale and Transfer Agreement"), with SVSE, Bambino 255. V V UG and the Issuer, pursuant to which the Founders, in the aggregate, sold and transferred 17,306,251 Ordinary Shares and all of their High Voting Shares to SVSE. The transfers of the 3,000,000 High Voting Shares and 17,306,251 Ordinary Shares were reflected in the Issuer's share register on February 1, 2024 and March 25, 2024, respectively.

In connection with the Transactions, changes in the Issuer's supervisory board were implemented, with two new members appointed at the EGM following the resignation on the same day of all of the Issuer's former supervisory board members. Mr. O'Leary, in his role as Managing Director of the Issuer, plans to increase the number of members of the Issuer's supervisory board to at least three in the medium to long term.

Item 5. Interest in Securities of the Issuer

(a,b)

The responses of the Reporting Persons with respect to Rows 11, 12, and 13 of the cover pages of this Schedule 13D that relate to the aggregate number and percentage of shares (including but not limited to footnotes to such information) are incorporated herein by reference.

The responses of the Reporting Persons with respect to Rows 7, 8, 9, and 10 of the cover pages of this Schedule 13D that relate to the number of shares as to which such Reporting Person has sole or shared power to vote or to direct the vote of and sole or shared power to dispose of or to direct the disposition of (including but not limited to footnotes to such information) are incorporated herein by reference.

The information set forth in Items 2, 3 and 4 above is hereby incorporated by reference.

Mr. O'Leary, as the sole member of SVSE (based on and subject to his role as managing director of the Issuer through March 25, 2029), has voting and dispositive power with respect to the Ordinary Shares and High Voting Shares held by SVSE, the record holder of such securities.

(c) Except as set forth in this Schedule 13D, the Reporting Persons have not effected any transactions with respect to the shares of the Issuer during the past 60 days.

(d) Except as disclosed in this Schedule 13D, no person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth in Items 3, 4, and 5 are hereby incorporated by reference in their entirety.

To the best knowledge of the Reporting Persons, other than described in Items 3, 4, and 5 and this Item 6, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between either of the Reporting Persons and any other person with respect to any securities of the Issuer, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, including any securities pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, other than standard default and similar provisions contained in loan agreements.

Pledge Agreement

As a result of the Transactions, on November 17, 2023, the Issuer and Yorkville entered into a funding commitment letter (the "Funding Commitment Letter"), pursuant to which the Issuer agreed to issue to Yorkville certain debentures (the "Debentures"). In connection with the Funding Commitment Letter, on February 5, 2024, SVSE entered into a Pledge Agreement with Yorkville, pursuant to which SVSE agreed to pledge and grant to Yorkville a security interest in all of SVSE's then owned and thereafter acquired, created or arising property (the "Pledged Collateral") described as follows : (i) all of SVSE's ownership interests in the Issuer and SVSE, as well as any successor entity thereto, including (a) all Ordinary Shares and High Voting Shares of the Issuer and membership interests in SVSE currently held or acquired in any matter at any time (collectively, the "Pledged Ownership Interests"), (b) any investment property that constitutes, represents or evidences the Pledged Ownership Interests at any time, (c) any accounts, general intangibles or instruments that constitute, represent or evidence the Pledged Ownership Interests at any time and (d) any supporting obligations for the Pledged Ownership Interests, and all agreements, instruments or other documents relating to such supporting obligations, at any time; (ii) all of SVSE's certificated ownership documentation and uncertificated ownership documentation that evidences, represents or otherwise relates to the Pledged Ownership Interests at any time; (iii) all of SVSE's rights, benefits and interests associated with or related to the Pledged Ownership Interests under the Issuer's and SVSE's organizational documents and the law under which each of the Issuer and SVSE is incorporated, organized or formed; (iv) all dividends, interest payments, cash and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange of, or in respect of the conversion of, any or all of the foregoing Pledged Collateral; (v) all claims of any kind which SVSE now has or may in the future acquire against the Issuer or SVSE thereto in SVSE's capacity as a shareholder, member, partner, beneficiary or other equity holder in the Issuer or SVSE; (vi) all deposit accounts that is either (a) maintained with Yorkville, if Yorkville is a bank, (b) subject to a written deposit control agreement by and among SVSE, Yorkville and the bank with which the deposit account is maintained, or (c) a deposit account with respect to which Yorkville is the bank's customer; (vii) the books and records relating to the Pledged Collateral or any portion of the Pledged Collateral; and (viii) all proceeds and products of the foregoing Pledged Collateral.

The foregoing description of the Pledge Agreement is not complete and is subject to and qualified in its entirety by reference to the Pledge Agreement, a copy of which is filed as Exhibit 99.3 to this Schedule 13D, and is incorporated herein by reference.

Security Agreement

In connection with the Funding Commitment Letter and as a condition to Yorkville's purchase of the Debentures, on February 5, 2024, SVSE, as a debtor, entered into a Security Agreement with Yorkville, as the secured party, pursuant to which SVSE agreed to pledge to Yorkville, and grant to Yorkville a security interest, in all of SVSE's then owned and thereafter acquired, created or arising property. The Security Agreement contains certain customary representations, warranties and covenants regarding the collateral thereunder, in each case as more fully set forth in the Security Agreement.

The foregoing description of the Security Agreement is not complete and is subject to and qualified in its entirety by reference to the Security Agreement, a copy of which is filed as Exhibit 99.4 to this Schedule 13D, and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Exhibit No.	Description
Exhibit 99.1[(1)]	Sale and Transfer Agreement, dated February 1, 2024, by and among Jona Christians, Bambino 255. V V UG, SVSE LLC and Sono Group N.V.
Exhibit 99.2[(1)]	Sale and Transfer Agreement, dated February 1, 2024, by and among Laurin Hahn, Bambino 255. V V UG, SVSE LLC and Sono Group N.V.
Exhibit 99.3	Pledge Agreement, dated February 5, 2024, by and among SVSE LLC, YA II PN, Ltd. and the other pledgors party thereto from time to time.
Exhibit 99.4	Security Agreement, dated February 5, 2024, by and among SVSE LLC and the other debtors party thereto from time to time, with and for the benefit and security of YA II PN, Ltd.
Exhibit 99.5	Joint Filing Agreement, dated April 11, 2024, by and between the Reporting Persons.

(1) This exhibit contains a typographical error with respect to “Bambino 225. V V UG”. The correct legal name is “Bambino 255. V V UG”.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

SVSE LLC

Date: April 11, 2024

By: /s/ George O'Leary
Name: George O'Leary
Title: Sole Member

George O'Leary

/s/ George O'Leary

Sale and transfer agreement

regarding shares in

Sono Group N.V.

Dated 1 February 2024

This agreement (the "**Agreement**") is made on 1 February 2024

Parties

(1) **Jona Christians** (the "**Transferor**");

(2) **Bambino 225. V V UG**, c/o Dentons GmbH Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Markgrafenstraße 33, 10117 Berlin, Germany, as the transferee designated by Mr. Ivo-Meinert Willrodt (the "**Transferee 1**");

(3) **SVSE LLC**, a limited liability company formed under the laws of the State of Delaware, United States of America, registered with the Department of State under number 3005183, as the transferee(s) designated by the Company (the "**Transferee 2**" and, jointly with the Transferee 1, the "**Transferees**"); and

(4) **Sono Group N.V.**, a company incorporated under Dutch law (*naamloze vennootschap*) and registered with the Dutch chamber of commerce under number 80683568 (the "**Company**").

The above parties to this Agreement are collectively referred to as the "**Parties**" and individually as a "**Party**".

Background

A Reference is made to the envisaged restructuring of the Company and Sono Motors GmbH (jointly the "**Sono Group**") through the implementation of certain restructuring steps as set out in *inter alia* the restructuring agreement between Sono Group N.V. and YA II PN Ltd., to be entered into on or about the date hereof (the "**Restructuring Agreement**"), to allow the Sono Group to exit from insolvency proceedings in Germany (the "**Restructuring**" and the transactions in connection therewith and/or arising therefrom jointly the "**Transactions**").

B At the date of this Agreement, the Transferor holds:

(i) 1,421,053 high-voting shares in the capital of the Company, each with a nominal value of EUR 1.50 (the "**HV Shares**"); and

(ii) 14,316,447 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06 (the "**Ordinary Shares**"),

(jointly, the "**Shares**").

C As part of the Restructuring and the Transactions, it is envisaged that the Transferor will sell and transfer, *inter alia*, the Shares to the Transferee 1 and the Transferee 2 as set out in detail in the commitment letter dated 17 November 2023 by, *inter alia*, the Transferor to the Company and Sono Motors GmbH (the "**Commitment Letter**").

It is agreed:

1 Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the provisions of this clause 1 apply.

1.2 In this Agreement, unless otherwise specified:

(a) reference to a gender includes all genders;

(b) reference to a person includes reference to any individual, company, corporation, foundation, association, any other legal person, partnership, joint venture or any governmental authority;

(c) reference to "include" or "including" is treated as a reference to "include without limitation" or "including without limitation";

(d) reference to "writing" or "written" means any method of reproducing words in a legible and non-transitory form, including e-mail;

(e) reference to any action, remedy, method or form of proceedings, court or any other legal concept or matter is a reference to the Dutch legal concept or matter or to the legal concept or matter which most closely resembles the Dutch legal concept or matter as interpreted in a Dutch law context; and

(f) reference to a clause is a reference to a clause schedule of this Agreement.

1.3 Headings are for convenience of reference only and do not affect the interpretation of any provision of this Agreement.

2 Sale, purchase and transfer

2.1 Subject to the terms and conditions of this Agreement, the Transferor hereby sells and transfers the following Shares to the following transferees:

(a) to the Transferee 1:

(i) 6,118,749 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06 (the "**Ordinary Shares 1**" or the "**Shares 1**"),

which are hereby purchased and accepted by the Transferee 1; and

(b) to the Transferee 2:

(i) the HV Shares; and

(ii) 8,197,698 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06 (the "**Ordinary Shares 2**" and jointly with the HV Shares, the "**Shares 2**"),

which are hereby purchased and accepted by the Transferee 2.

2.2 The Shares are transferred to the Transferee 1 and the Transferee 2, respectively, free and clear from any mortgage, pledge, lien (*retentierecht*), retention of title (*eigendomsvoorbehoud*), any other registered obligation (*kwalitatieve verplichting*), personal right of enjoyment or use or right to acquire, usufruct, attachment, right of first refusal or other restriction on transfer, any restriction on voting or any other third party right or security interest of any kind, or any agreement to create any of the foregoing and together with all rights attached to them, and further in accordance with the provisions of clause 4.

2.3 The Company hereby acknowledges the transfer of the HV Shares effected by this Agreement and shall register the same in its register of shareholders.

3 Consideration

3.1 The consideration for the Shares 1 and the Shares 2 amounts to EUR 0.003 per Share, i.e., EUR 47,212.5 in the aggregate (incl. VAT, if any) (the "**Purchase Price**").

3.2 The Purchase Price shall be paid by the Transferee 1 exclusively at the time, in the partial amounts and out of the funds as provided for in paragraph 3.1 (c) of the Commitment Letter, and without any deduction, withholding, set-off or suspension, in cash to the Transferor to the following bank account in name of the Transferor:

OMITTED

4 Completion of Transfer of Ordinary Shares

4.1 The Transferor hereby irrevocable and unconditionally covenants and warrants towards the Transferee 1 to instruct AST Financial - AMERICAN STOCK TRANSFER & TRUST COMPANY (in future doing business as Equiniti Trust Company, LLC) as transfer agent and registrar to transfer the Ordinay Shares 1 to a security account as to be notified by the Transferee 1 in writing to the Transferor after the date of this Agreement.

4.2 The Transferor hereby irrevocable and unconditionally covenants and warrants towards the Transferee 2 to instruct AST Financial - AMERICAN STOCK TRANSFER & TRUST COMPANY (in future doing business as Equiniti Trust Company, LLC) as transfer agent and registrar to make the following security account transfers on the date of this Agreement:

the Ordinary Shares 2 are to be transferred to the following nominee securities account of the Transferee 2: OMITTED

4.3 Forthwith after giving such instruction, the Transferor will provide the Transferees with written evidence that the transfer and delivery of the Ordinary Shares 1 and the Ordinary Shares 2, as referred to in clause 4.1 has occurred.

4.4 The Transferor hereby represents and warrants to each of the Transferees that any further formalities or (legal) acts which must be complied with or performed for a transfer of the full and unencumbered title to the Ordinary Shares 1 and the Ordinary Shares 2 to the Transferee 1 or, respectively, the Transferee 2, shall be complied with or performed forthwith. The Company shall, insofar as necessary, fully cooperate to effect the transfer.

4.5 The Transferor hereby grants full and irrevocable power of attorney to each of the Transferees and the Company, to each of them severally, with the power of substitution, to comply with all formalities and perform all (legal) acts referred to in clause 4.3 or other rules applicable to the Ordinary Shares 1 and/or the Ordinary Shares 2 must be complied with or performed for a transfer of the full and unencumbered title to the Ordinary Shares 1 to the Transferee 1 and the Ordinary Shares 2 to the Transferee 2.

5 Transfer restriction

The share transfer restrictions provided for in article 16.1 of the Company's articles of association (containing a prior approval system) do not apply, as the management board of the Company has granted its written approval to the contemplated transfer of the HV Shares, as evidenced by a written resolution of the management board of the Company, a copy of which has been attached to this Agreement as **Annex 1**, and as approved by a resolution of the supervisory board of the Company, a copy of which has been attached to this Agreement as **Annex 2**.

6 Warranties

6.1 The Transferor hereby represents and warrants to each of the Transferees and the Company that, on the date hereof, the following is correct:

(a) The Transferor has full and unencumbered title to the Shares 1 and the Shares 2 and is fully authorised to transfer the Shares 1 and the Shares 2 to the Transferee 1 and the Transferee 2 respectively.

(b) The Shares 1 and the Shares 2 are not subject to rights of third parties or obligations to transfer to third parties or claims based on contracts of any nature.

6.2 The Transferor hereby represents and warrants that it has the legal right and full power and authority (including all necessary consents, authorisations, confirmations, permissions, certificates, approvals, authorities or other corporate action as may be required) to provide and perform the obligations and undertakings contained in this Agreement (as applicable) which when executed will constitute legal, valid and binding obligations on the Transferor.

6.3 Each Transferee hereby represents and warrants that it has the legal right and full power and authority (including all necessary consents, authorisations, confirmations, permissions, certificates, approvals, authorities or other corporate action as may be required) to provide and perform the obligations and undertakings contained in this Agreement (as applicable) which when executed will constitute legal, valid and binding obligations on the Transferees.

6.4 The Transferees understand that the Shares have not been registered under the U.S. Securities Act and may not be offered or sold in the United States or to U.S. persons unless the Shares are registered under the U.S. Securities Act, or an exemption from the registration requirements of the U.S. Securities Act is available. The Transferees further understand that the Shares will be "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, and Transferees understands that the certificates or book-entries representing the Shares will contain a legend or notation in respect of such restrictions. The Transferees agree not to sell, transfer, pledge, hypothecate or otherwise dispose of all or any part of the Shares unless, prior thereto, (a) a registration statement covering such Shares shall be effective under the Securities Act and the transaction shall be qualified under applicable state law or (b) the transaction is exempt from the registration requirements under the Securities Act and the qualification requirements under applicable state law. Transferees further understand that the Shares may not be transferred within 40 calendar days from the closing of the sale pursuant to this Agreement.

6.5 Any certificates representing the Shares shall have endorsed thereon legends substantially as follows (and any book-entries representing the Shares shall have similar notations) and Transferees specifically acknowledge, and agree to comply with, these legends:

"THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE SHARES MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THESE SHARES UNDER THE SECURITIES ACT OF 1933 OR UNLESS SUCH SALE, TRANSFER, OR ASSIGNMENT IS EXEMPT FROM REGISTRATION THEREUNDER."

"PRIOR TO THE EXPIRATION OF FORTY DAYS FROM THE LATER OF (1) THE DATE ON WHICH THESE SHARES WERE FIRST OFFERED AND (2) THE DATE OF DELIVERY OF THESE SHARES, THESE SHARES MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY OTHER JURISDICTION. THE HOLDER HEREOF, BY
ACQUIRING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT IT WILL NOTIFY ANY TRANSFEREE OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.".

7 Lock-up

The Transferee 2 submits to the same rules that apply to the Transferors pursuant to paragraph 4 of the Commitment Letter with regard to the Shares 2 after the acquisition. The parties agree that in the event of a shortening or cancellation of the lock-up period for Transferee 2, the lock- up for the Transferors agreed in the Commitment Letter shall also be cancelled.

8 General Provisions

8.1 Each Party shall, at its own expense, sign and execute such documents and perform such further acts as the other Parties may reasonably request from time to time to give full effect to, and give each Party the full benefit of, this Agreement. The Company shall bear the costs arising in connection with paragraph 4.3 of this Agreement.

8.2 Each Party shall pay its own costs and expenses in connection with the preparation, execution and completion of this Agreement and of any ancillary agreement, except as provided otherwise in this Agreement or as otherwise specifically agreed in writing after the date of this Agreement. All stamp, transfer, real estate transfer, registration, sales and other similar taxes or duties, levies or charges in connection with the sale and/or transfer of the Shares 1 and/or the Shares 2 shall be paid by the Transferee.

8.3 This Agreement shall be treated as strictly confidential and shall not, without your prior written consent, be disclosed in whole or in part to any person, other than to your employees, directors, professional advisers and financing sources, in each case on a confidential basis; provided, however, that any Party, any party to the Commitment Letter and/or any Third Party Beneficiary (as defined in the Commitment Letter) shall be entitled to disclose this Agreement in whole or in part: (i) if required by any mandatory law, regulation or other rules (including, but not limited to, stock exchange regulations; (ii) as any Party, any party to the Commitment Letter and/or any Third Party Beneficiary deem necessary in connection with the insolvency proceedings regarding the Company and/or Sono Motors GmbH.

8.4 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all Parties.

8.5 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention between the Parties. To the extent it is not possible to delete or modify the provision, in whole or in part then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this paragraph, not be affected.

8.6 Except as explicitly stated otherwise in this Agreement, each of the Parties waives its rights, if any, to in whole or in part annul, rescind or dissolve this Agreement. Each of the Parties waives its rights to request in whole or in part the annulment, rescission, dissolution or cancellation of this Agreement.

9 Governing law and jurisdiction

9.1 This Agreement shall be governed by German law (excluding CISG); provided, however, that the transfer of the Shares 1 and the Shares 2 shall be governed by Dutch law.

9.2 The courts of Munich, Germany, have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligation arising out of or in connection with this Agreement).

(*signature page follows*)

Signature page

On behalf of the Transferor

DocuSigned by:
3478E7D38DA0413...

Name: J. Christians
Date: 01 February 2024 | 9:03 AM GMT
On behalf of the Transferee 1

Name: D. Schoene
Date:

On behalf of the Transferee 2

DocuSigned by:
George O'Leary
CFC102E8B18E45E...

Name:G. O'Leary
Date: 31 January 2024

On behalf of the Company

DocuSigned by:
George O'Leary
CFC102E8B18E45E...

Name: G. O'Leary
Date: 31 January 2024

Signature page

On behalf of the Transferor

Name: J. Christians
Date:

On behalf of the Transferee 1

Name: D. Schoene

Date: 30.1.2024

On behalf of the Transferee 2

Name:G. O'Leary
Date: 31 January 2024

On behalf of the Company

Name: G. O'Leary
Date: 31 January 2024

Annex 1
Approval management board of the Company

[*Inserted separately*]

MANAGEMENT BOARD RESOLUTIONS

BY UNANIMOUS CONSENT WITHOUT HOLDING A MEETING

THE UNDERSIGNED:

1. Laurin Sinan Paul Hahn (**Laurin**);

2. Jona Johannes Christians (**Jona**);

3. Markus Ferdinand Volmer; and

4. Torsten Kiedel,

forming all managing directors (the **Managing Directors**) and therefore the entire management board (the **Management Board**) of:

Sono Group N.V., a public company ('naamloze vennootschap'), with its statutory seat in Amsterdam (office address: 8093 5 Munich, Waldmeisterstrasse 76) and registered with the Trade Register held by the Chamber of Commerce for the Netherlands under number 80683568 (the **Company**),

WHEREAS:

A. pursuant to article 20.8 of the articles of association of the Company, included in a notarial deed of amendment of the articles of association, executed before a substitute of Paul Cornelis Simon van der Bijl, civil law notary in Amsterdam, the Netherlands, on 17 November 2021 (the "**Articles**"), the Management Board is entitled to adopt resolutions in writing (instead of at a meeting), provided that all Managing Directors are familiar with the resolution to be passed and none of them objects to this decision- making process;

B. the Company has agreed to enter into a restructuring, pursuant to which the Company will execute certain transactions (the "**Restructuring**");

C. Laurin *inter alia* holds the following shares in the capital of the Company:

   1. 1,578,947 high-voting shares in the capital of the Company, each with a nominal value of EUR 1.50 (the "**Laurin HV Shares**"); and

   2. 16,296,053 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06;

D. Jona *inter alia* holds the following shares in the capital of the Company:

1. 1,421,053 high-voting shares in the capital of the Company, each with a nominal value of EUR 1.50 (the "**Jona HV Shares**"); and

2. 14,316,447 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06;

E. as part of the Restructuring, Laurin and Jona will sell and transfer the said shares in the capital of the Company, as follows:

Laurin

(a) to **Bambino 225. V V UG**, c/o Dentons GmbH Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Markgrafenstraße 33, 10117 Berlin, Germany, as the transferee designated by Mr. Ivo-Meinert Willrodt (the "**Transferee 1**"): 7,187,500 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06; and

(b) to **SVSE LLC**, a limited liability company formed under the laws of the State of Delaware, United States of America, registered with the Department of State under number 3005183, as the transferee(s) designated by the Company (the "**Transferee 2**":

(i) the Laurin HV Shares; and

(ii) 9,108,553 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06,

Jona

(c) to the Transferee 1:

(i) 6,118,749 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06; and

(d) to the Transferee 2:

(i) the Jona HV Shares; and

(ii) 8,197,698 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06;

HEREBY RESOLVE:

(I) To approve the said transfers of the Laurin HV Shares and the Jona HV Shares to the Transferee 1 in accordance with article 16.1 of the Articles.

(II) To the extent required, to approve the establishment of a right of pledge on the Laurin HV Shares and the Jona HV Shares by the Tranferee 2 for the benefit of YA II PN Ltd. (the **Pledgee**);

(III) To approve the (conditional) transfer of the voting rights related to the Laurin HV Shares and the Jona HV Shares to the Pledgee;

(IV) That the Company will execute the applicable sale and transfer agreements and the deeds of pledge;

AND HEREBY:

(V) Confirm that to the best of their knowledge the Company is not a party to any proceeding before the Enterprise Chamber (*Ondernemingskamer*), that the Enterprise Chamber has not given any order, directly or indirectly affecting the Company and the Management Board has not adopted any resolution in respect of the merger (*fusie*) or division (*juridische splitsing*) of the Company.

(VI) Confirm that the approval of the Supervisory Board for the subject resolution has been granted in accordance with article 20.9 sub (f) of the Articles.

(VII) Confirm that the Pledgee and Dentons Europe LLP may rely on these resolutions.

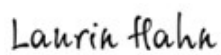
This Management Board Resolution may be entered into in any number of counterparts and by the signatories in separate counterparts, each of which, when executed, shall be an original, but all counterparts shall together constitute one and the same instrument. Each signatory may deliver a signed copy of this Management Board Resolution by fax or as PDF and any such copy shall be deemed to be an original for all purposes.

This Management Board Resolution may be signed electronically.

Signature page follows.

SIGNATURE PAGE TO THE BOARD RESOLUTION

Signed on the dates as mentioned below the signatures.



L.S.P. Hahn
Date: 30.01.2024

J.J. Christians
Date: 30.01.2024

M.F. Volmer
Date: 30.01.2024

T. Kiedel
Date: 30.01.2024

Annex 2
Approval supervisory board of the Company

[*Inserted separately*]

Supervisory board resolutions by unanimous consent without holding a meeting

THE UNDERSIGNED:

(i) David Dodge; and

(ii) Christopher Schreiber,

jointly the supervisory directors (**Supervisory Directors**) and forming the Supervisory Board (the **Supervisory Board**) of:

Sono Group N.V., a public company ('naamloze vennootschap'), with its statutory seat in Amsterdam (office address: 8093 5 Munich, Waldmeisterstrasse 76) and registered with the Trade Register held by the Chamber of Commerce for the Netherlands under number 80683568, (the **Company**),

WHEREAS:

(A) pursuant to article 26.8 of the articles of association of the Company, included in a notarial deed of amendment of the articles of association, executed before a substitute of Paul Cornelis Simon van der Bijl, civil law notary in Amsterdam, the Netherlands, on 17 November 2021 (the **Articles**), the Supervisory Board is entitled to adopt resolutions in writing (instead of at a meeting), provided that all Supervisory Directors are familiar with the resolution to be passed and none of them objects to this decision- making process;

(B) The Supervisory Board has considered the resolutions (a copy of which is attached hereto (**Annex**), adopted by the Management Board (the **Management Board Resolutions**);

(C) Capitalised terms used herein shall, unless otherwise defined herein, have the meaning given to such terms in the Management Board Resolutions (as defined below); and

(D) Each member of the Supervisory Board has considered the Management Board Resolutions.

HEREBY RESOLVE:

To approve the Management Board Resolutions.

AND HEREBY:

Confirm that Dentons Europe LLP and DLA Piper Netherlands N.V. may rely on these resolutions.

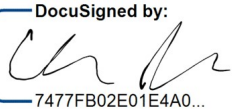
This Supervisory Board Resolution may be entered into in any number of counterparts and by the signatories in separate counterparts, each of which, when executed, shall be an original, but all counterparts shall together constitute one and the same instrument.

Each signatory may deliver a signed copy of this Supervisory Board Resolution by fax or as PDF and any such copy shall be deemed to be an original for all purposes.

This Supervisory Board Resolution may be signed electronically.

Signature page follows.

Signature page to the Supervisory Board resolutions by unanimous consent without holding a meeting of Sono Group N.V., signed on the dates mentioned below the signatures.

DocuSigned by: David Dodge B4A1FBFA632D40B...	DocuSigned by:  7477FB02E01E4A0...
David Dodge	Chris Schreiber
Date: 1 February 2024	Date: 1 February 2024

ANNEX – MANAGEMENT BOARD RESOLUTIONS

[Separate document]

Exhibit 99.2

Sale and transfer agreement

regarding shares in

Sono Group N.V.

Dated 1 February 2024

This agreement (the "**Agreement**") is made on 1 February 2024

Parties

(1) **Laurin Hahn** (the "**Transferor**");

(2) **Bambino 225. V V UG**, c/o Dentons GmbH Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Markgrafenstraße 33, 10117 Berlin, Germany, as the transferee designated by Mr. Ivo-Meinert Willrodt (the "**Transferee 1**");

(3) **SVSE LLC**, a limited liability company formed under the laws of the State of Delaware, United States of America, registered with the Department of State under number 3005183, as the transferee(s) designated by the Company (the "**Transferee 2**" and, jointly with the Transferee 1, the "**Transferees**"); and

(4) **Sono Group N.V.**, a company incorporated under Dutch law (*naamloze vennootschap*) and registered with the Dutch chamber of commerce under number 80683568 (the "**Company**").

The above parties to this Agreement are collectively referred to as the "**Parties**" and individually as a "**Party**".

Background

A Reference is made to the envisaged restructuring of the Company and Sono Motors GmbH (jointly the "**Sono Group**") through the implementation of certain restructuring steps as set out in *inter alia* the restructuring agreement between Sono Group N.V. and YA II PN Ltd., to be entered into on or about the date hereof (the "**Restructuring Agreement**"), to allow the Sono Group to exit from insolvency proceedings in Germany (the "**Restructuring**" and the transactions in connection therewith and/or arising therefrom jointly the "**Transactions**").

B At the date of this Agreement, the Transferor holds:

(i) 1,578,947 high-voting shares in the capital of the Company, each with a nominal value of EUR 1.50 (the "**HV Shares**"); and

(ii) 16,296,053 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06 (the "**Ordinary Shares**"),

(jointly, the "**Shares**").

C As part of the Restructuring and the Transactions, it is envisaged that the Transferor will sell and transfer, *inter alia*, the Shares to the Transferee 1 and the Transferee 2 as set out in detail in the commitment letter dated 17 November 2023 by, *inter alia*, the Transferor to the Company and Sono Motors GmbH (the "**Commitment Letter**").

It is agreed:

1 Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the provisions of this clause 1 apply.

1.2 In this Agreement, unless otherwise specified:

(a) reference to a gender includes all genders;

(b) reference to a person includes reference to any individual, company, corporation, foundation, association, any other legal person, partnership, joint venture or any governmental authority;

(c) reference to "include" or "including" is treated as a reference to "include without limitation" or "including without limitation";

(d) reference to "writing" or "written" means any method of reproducing words in a legible and non-transitory form, including e-mail;

(e) reference to any action, remedy, method or form of proceedings, court or any other legal concept or matter is a reference to the Dutch legal concept or matter or to the legal concept or matter which most closely resembles the Dutch legal concept or matter as interpreted in a Dutch law context; and

(f) reference to a clause is a reference to a clause schedule of this Agreement.

1.3 Headings are for convenience of reference only and do not affect the interpretation of any provision of this Agreement.

2 Sale, purchase and transfer

2.1 Subject to the terms and conditions of this Agreement, the Transferor hereby sells and transfers the following Shares to the following transferees:

(a) to the Transferee 1:

(i) 7,187,500 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06 (the "**Ordinary Shares 1**" or the "**Shares 1**"),

which are hereby purchased and accepted by the Transferee 1; and

(b) to the Transferee 2:

(i) the HV Shares; and

(ii) 9,108,553 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06 (the "**Ordinary Shares 2**" and jointly with the HV Shares, the "**Shares 2**"),

which are hereby purchased and accepted by the Transferee 2.

2.2 The Shares are transferred to the Transferee 1 and the Transferee 2, respectively, free and clear from any mortgage, pledge, lien (*retentierecht*), retention of title (*eigendomsvoorbehoud*), any other registered obligation (*kwalitatieve verplichting*), personal right of enjoyment or use or right to acquire, usufruct, attachment, right of first refusal or other restriction on transfer, any restriction on voting or any other third party right or security interest of any kind, or any agreement to create any of the foregoing and together with all rights attached to them, and further in accordance with the provisions of clause 4.

2.3 The Company hereby acknowledges the transfer of the HV Shares effected by this Agreement and shall register the same in its register of shareholders.

3 Consideration

3.1 The consideration for the Shares 1 and the Shares 2 amounts to EUR 0.003 per Share, i.e., EUR 53,625 in the aggregate (incl. VAT, if any) (the "**Purchase Price**").

3.2 The Purchase Price shall be paid by the Transferee 1 exclusively at the time, in the partial amounts and out of the funds as provided for in paragraph 3.1 (c) of the Commitment Letter, and without any deduction, withholding, set-off or suspension, in cash to the Transferor to the following bank account in name of the Transferor:

OMITTED

4 Completion of Transfer of Ordinary Shares

4.1 The Transferor hereby irrevocable and unconditionally covenants and warrants towards the Transferee 1 to instruct AST Financial - AMERICAN STOCK TRANSFER & TRUST COMPANY (in future doing business as Equiniti Trust Company, LLC) as transfer agent and registrar to transfer the Ordinay Shares 1 to a security account as to be notified by the Transferee 1 in writing to the Transferor after the date of this Agreement.

4.2 The Transferor hereby irrevocable and unconditionally covenants and warrants towards the Transferee 2 to instruct AST Financial - AMERICAN STOCK TRANSFER & TRUST COMPANY (in future doing business as Equiniti Trust Company, LLC) as transfer agent and registrar to make the following security account transfers on the date of this Agreement:

the Ordinary Shares 2 are to be transferred to the following nominee securities account of the Transferee 2: OMITTED

4.3 Forthwith after giving such instruction, the Transferor will provide the Transferees with written evidence that the transfer and delivery of the Ordinary Shares 1 and the Ordinary Shares 2, as referred to in clause 4.1 has occurred.

4.4 The Transferor hereby represents and warrants to each of the Transferees that any further formalities or (legal) acts which must be complied with or performed for a transfer of the full and unencumbered title to the Ordinary Shares 1 and the Ordinary Shares 2 to the Transferee 1 or, respectively, the Transferee 2, shall be complied with or performed forthwith. The Company shall, insofar as necessary, fully cooperate to effect the transfer.

4.5 The Transferor hereby grants full and irrevocable power of attorney to each of the Transferees and the Company, to each of them severally, with the power of substitution, to comply with all formalities and perform all (legal) acts referred to in clause 4.3 or other rules applicable to the Ordinary Shares 1 and/or the Ordinary Shares 2 must be complied with or performed for a transfer of the full and unencumbered title to the Ordinary Shares 1 to the Transferee 1 and the Ordinary Shares 2 to the Transferee 2.

5 Transfer restriction

The share transfer restrictions provided for in article 16.1 of the Company's articles of association (containing a prior approval system) do not apply, as the management board of the Company has granted its written approval to the contemplated transfer of the HV Shares, as evidenced by a written resolution of the management board of the Company, a copy of which has been attached to this Agreement as **Annex 1**, and as approved by a resolution of the supervisory board of the Company, a copy of which has been attached to this Agreement as **Annex 2**.

6 Warranties

6.1 The Transferor hereby represents and warrants to each of the Transferees and the Company that, on the date hereof, the following is correct:

(a) The Transferor has full and unencumbered title to the Shares 1 and the Shares 2 and is fully authorised to transfer the Shares 1 and the Shares 2 to the Transferee 1 and the Transferee 2 respectively.

(b) The Shares 1 and the Shares 2 are not subject to rights of third parties or obligations to transfer to third parties or claims based on contracts of any nature.

6.2 The Transferor hereby represents and warrants that it has the legal right and full power and authority (including all necessary consents, authorisations, confirmations, permissions, certificates, approvals, authorities or other corporate action as may be required) to provide and perform the obligations and undertakings contained in this Agreement (as applicable) which when executed will constitute legal, valid and binding obligations on the Transferor.

6.3 Each Transferee hereby represents and warrants that it has the legal right and full power and authority (including all necessary consents, authorisations, confirmations, permissions, certificates, approvals, authorities or other corporate action as may be required) to provide and perform the obligations and undertakings contained in this Agreement (as applicable) which when executed will constitute legal, valid and binding obligations on the Transferees.

6.4 The Transferees understand that the Shares have not been registered under the U.S. Securities Act and may not be offered or sold in the United States or to U.S. persons unless the Shares are registered under the U.S. Securities Act, or an exemption from the registration requirements of the U.S. Securities Act is available. The Transferees further understand that the Shares will be "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, and Transferees understands that the certificates or book-entries representing the Shares will contain a legend or notation in respect of such restrictions. The Transferees agree not to sell, transfer, pledge, hypothecate or otherwise dispose of all or any part of the Shares unless, prior thereto, (a) a registration statement covering such Shares shall be effective under the Securities Act and the transaction shall be qualified under applicable state law or (b) the transaction is exempt from the registration requirements under the Securities Act and the qualification requirements under applicable state law. Transferees further understand that the Shares may not be transferred within 40 calendar days from the closing of the sale pursuant to this Agreement.

6.5 Any certificates representing the Shares shall have endorsed thereon legends substantially as follows (and any book-entries representing the Shares shall have similar notations) and Transferees specifically acknowledge, and agree to comply with, these legends:

"THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE SHARES MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THESE SHARES UNDER THE SECURITIES ACT OF 1933 OR UNLESS SUCH SALE, TRANSFER, OR ASSIGNMENT IS EXEMPT FROM REGISTRATION THEREUNDER."

"PRIOR TO THE EXPIRATION OF FORTY DAYS FROM THE LATER OF (1) THE DATE ON WHICH THESE SHARES WERE FIRST OFFERED AND (2) THE DATE OF DELIVERY OF THESE SHARES, THESE SHARES MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY OTHER JURISDICTION. THE HOLDER HEREOF, BY
ACQUIRING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT IT WILL NOTIFY ANY TRANSFEREE OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.".

7 Lock-up

The Transferee 2 submits to the same rules that apply to the Transferors pursuant to paragraph 4 of the Commitment Letter with regard to the Shares 2 after the acquisition. The parties agree that in the event of a shortening or cancellation of the lock-up period for Transferee 2, the lock- up for the Transferors agreed in the Commitment Letter shall also be cancelled.

8 General Provisions

8.1 Each Party shall, at its own expense, sign and execute such documents and perform such further acts as the other Parties may reasonably request from time to time to give full effect to, and give each Party the full benefit of, this Agreement. The Company shall bear the costs arising in connection with paragraph 4.3 of this Agreement.

8.2 Each Party shall pay its own costs and expenses in connection with the preparation, execution and completion of this Agreement and of any ancillary agreement, except as provided otherwise in this Agreement or as otherwise specifically agreed in writing after the date of this Agreement. All stamp, transfer, real estate transfer, registration, sales and other similar taxes or duties, levies or charges in connection with the sale and/or transfer of the Shares 1 and/or the Shares 2 shall be paid by the Transferee.

8.3 This Agreement shall be treated as strictly confidential and shall not, without your prior written consent, be disclosed in whole or in part to any person, other than to your employees, directors, professional advisers and financing sources, in each case on a confidential basis; provided, however, that any Party, any party to the Commitment Letter and/or any Third Party Beneficiary (as defined in the Commitment Letter) shall be entitled to disclose this Agreement in whole or in part: (i) if required by any mandatory law, regulation or other rules (including, but not limited to, stock exchange regulations; (ii) as any Party, any party to the Commitment Letter and/or any Third Party Beneficiary deem necessary in connection with the insolvency proceedings regarding the Company and/or Sono Motors GmbH.

8.4 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all Parties.

8.5 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention between the Parties. To the extent it is not possible to delete or modify the provision, in whole or in part then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this paragraph, not be affected.

8.6 Except as explicitly stated otherwise in this Agreement, each of the Parties waives its rights, if any, to in whole or in part annul, rescind or dissolve this Agreement. Each of the Parties waives its rights to request in whole or in part the annulment, rescission, dissolution or cancellation of this Agreement.

9 Governing law and jurisdiction

9.1 This Agreement shall be governed by German law (excluding CISG); provided, however, that the transfer of the Shares 1 and the Shares 2 shall be governed by Dutch law.

9.2 The courts of Munich, Germany, have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligation arising out of or in connection with this Agreement).

(*signature page follows*)

Signature page

On behalf of the Transferor

DocuSigned by:
Laurin Hahn
3E2C9439653F429...
Name: Laurin Hahn
Date: 01 February 2024 | 9:03 AM GMT

On behalf of the Transferee 1

Name: D. Schoene
Date:

On behalf of the Transferee 2

DocuSigned by:
George O'Leary
CFC102E8B18E45E...
Name: G. O'Leary
Date: 1 February 2024

On behalf of the Company

DocuSigned by:
George O'Leary
CFC102E8B18E45E...
Name: G. O'Leary
Date: 1 February 2024

Signature page

On behalf of the Transferor

_____
Name: Laurin Hahn
Date:

On behalf of the Transferee 1

Name: D. Schoene
Date: 30.1.2024

On behalf of the Transferee 2

_____
Name: G. O'Leary
Date: 1 February uary 2024

On behalf of the Company

_____
Name: G. O'Leary
Date: 1 February 2024

Annex 1
Approval management board of the Company

[*Inserted separately*]

MANAGEMENT BOARD RESOLUTIONS

BY UNANIMOUS CONSENT WITHOUT HOLDING A MEETING

THE UNDERSIGNED:

1. Laurin Sinan Paul Hahn (**Laurin**);

2. Jona Johannes Christians (**Jona**);

3. Markus Ferdinand Volmer; and

4. Torsten Kiedel,

forming all managing directors (the **Managing Directors**) and therefore the entire management board (the **Management Board**) of:

Sono Group N.V., a public company ('naamloze vennootschap'), with its statutory seat in Amsterdam (office address: 8093 5 Munich, Waldmeisterstrasse 76) and registered with the Trade Register held by the Chamber of Commerce for the Netherlands under number 80683568 (the **Company**),

WHEREAS:

A. pursuant to article 20.8 of the articles of association of the Company, included in a notarial deed of amendment of the articles of association, executed before a substitute of Paul Cornelis Simon van der Bijl, civil law notary in Amsterdam, the Netherlands, on 17 November 2021 (the "**Articles**"), the Management Board is entitled to adopt resolutions in writing (instead of at a meeting), provided that all Managing Directors are familiar with the resolution to be passed and none of them objects to this decision- making process;

B. the Company has agreed to enter into a restructuring, pursuant to which the Company will execute certain transactions (the "**Restructuring**");

C. Laurin *inter alia* holds the following shares in the capital of the Company:

   1. 1,578,947 high-voting shares in the capital of the Company, each with a nominal value of EUR 1.50 (the "**Laurin HV Shares**"); and

   2. 16,296,053 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06;

D. Jona *inter alia* holds the following shares in the capital of the Company:

1. 1,421,053 high-voting shares in the capital of the Company, each with a nominal value of EUR 1.50 (the "**Jona HV Shares**"); and

2. 14,316,447 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06;

E. as part of the Restructuring, Laurin and Jona will sell and transfer the said shares in the capital of the Company, as follows:

Laurin

(a) to **Bambino 225. V V UG**, c/o Dentons GmbH Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Markgrafenstraße 33, 10117 Berlin, Germany, as the transferee designated by Mr. Ivo-Meinert Willrodt (the "**Transferee 1**"): 7,187,500 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06; and

(b) to **SVSE LLC**, a limited liability company formed under the laws of the State of Delaware, United States of America, registered with the Department of State under number 3005183, as the transferee(s) designated by the Company (the "**Transferee 2**":

(i) the Laurin HV Shares; and

(ii) 9,108,553 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06,

Jona

(c) to the Transferee 1:

(i) 6,118,749 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06; and

(d) to the Transferee 2:

(i) the Jona HV Shares; and

(ii) 8,197,698 ordinary shares in the capital of the Company, each with a nominal value of EUR 0.06;

HEREBY RESOLVE:

(I) To approve the said transfers of the Laurin HV Shares and the Jona HV Shares to the Transferee 1 in accordance with article 16.1 of the Articles.

(II) To the extent required, to approve the establishment of a right of pledge on the Laurin HV Shares and the Jona HV Shares by the Tranferee 2 for the benefit of YA II PN Ltd. (the **Pledgee**);

(III) To approve the (conditional) transfer of the voting rights related to the Laurin HV Shares and the Jona HV Shares to the Pledgee;

(IV) That the Company will execute the applicable sale and transfer agreements and the deeds of pledge;

AND HEREBY:

(V) Confirm that to the best of their knowledge the Company is not a party to any proceeding before the Enterprise Chamber (*Ondernemingskamer*), that the Enterprise Chamber has not given any order, directly or indirectly affecting the Company and the Management Board has not adopted any resolution in respect of the merger (*fusie*) or division (*juridische splitsing*) of the Company.

(VI) Confirm that the approval of the Supervisory Board for the subject resolution has been granted in accordance with article 20.9 sub (f) of the Articles.

(VII) Confirm that the Pledgee and Dentons Europe LLP may rely on these resolutions.

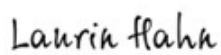
This Management Board Resolution may be entered into in any number of counterparts and by the signatories in separate counterparts, each of which, when executed, shall be an original, but all counterparts shall together constitute one and the same instrument. Each signatory may deliver a signed copy of this Management Board Resolution by fax or as PDF and any such copy shall be deemed to be an original for all purposes.

This Management Board Resolution may be signed electronically.

Signature page follows.

SIGNATURE PAGE TO THE BOARD RESOLUTION

Signed on the dates as mentioned below the signatures.



L.S.P. Hahn
Date: 30.01.2024

J.J. Christians
Date: 30.01.2024

M.F. Volmer
Date: 30.01.2024

T. Kiedel
Date: 30.01.2024

Annex 2
Approval supervisory board of the Company

[*Inserted separately*]

Supervisory board resolutions by unanimous consent without holding a meeting

THE UNDERSIGNED:

(i) David Dodge; and

(ii) Christopher Schreiber,

jointly the supervisory directors (**Supervisory Directors**) and forming the Supervisory Board (the **Supervisory Board**) of:

Sono Group N.V., a public company ('naamloze vennootschap'), with its statutory seat in Amsterdam (office address: 8093 5 Munich, Waldmeisterstrasse 76) and registered with the Trade Register held by the Chamber of Commerce for the Netherlands under number 80683568, (the **Company**),

WHEREAS:

(A) pursuant to article 26.8 of the articles of association of the Company, included in a notarial deed of amendment of the articles of association, executed before a substitute of Paul Cornelis Simon van der Bijl, civil law notary in Amsterdam, the Netherlands, on 17 November 2021 (the **Articles**), the Supervisory Board is entitled to adopt resolutions in writing (instead of at a meeting), provided that all Supervisory Directors are familiar with the resolution to be passed and none of them objects to this decision- making process;

(B) The Supervisory Board has considered the resolutions (a copy of which is attached hereto (**Annex**), adopted by the Management Board (the **Management Board Resolutions**);

(C) Capitalised terms used herein shall, unless otherwise defined herein, have the meaning given to such terms in the Management Board Resolutions (as defined below); and

(D) Each member of the Supervisory Board has considered the Management Board Resolutions.

HEREBY RESOLVE:

To approve the Management Board Resolutions.

AND HEREBY:

Confirm that Dentons Europe LLP and DLA Piper Netherlands N.V. may rely on these resolutions.

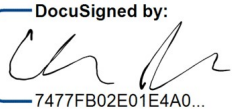
This Supervisory Board Resolution may be entered into in any number of counterparts and by the signatories in separate counterparts, each of which, when executed, shall be an original, but all counterparts shall together constitute one and the same instrument.

Each signatory may deliver a signed copy of this Supervisory Board Resolution by fax or as PDF and any such copy shall be deemed to be an original for all purposes.

This Supervisory Board Resolution may be signed electronically.

Signature page follows.

Signature page to the Supervisory Board resolutions by unanimous consent without holding a meeting of Sono Group N.V., signed on the dates mentioned below the signatures.

DocuSigned by: David Dodge B4A1FBFA632D40B...	DocuSigned by:  7477FB02E01E4A0...
David Dodge	Chris Schreiber
Date: 1 February 2024	Date: 1 February 2024

ANNEX – MANAGEMENT BOARD RESOLUTIONS

[Separate document]

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (this "**Agreement**") is made as of February 5, 2024, by and among SVSE LLC a Delaware limited liability company, and the other pledgors party hereto from time to time (each a "**Pledgor**," and collectively, the "**Pledgors**," which terms shall include their successors and assigns), with and for the benefit and security of YA II PN, Ltd. (the "**Secured Party**," which term shall include its successors and assigns), having a mailing address at 1012 Springfield Avenue, Mountainside, NJ 07092. The Pledgors and the Secured Party are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Sono Group N.V., a Dutch public limited liability company (the "**Borrower**"), and the Secured Party have entered into that certain Funding Commitment Letter, dated as of November 17, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "**Commitment Letter**"), pursuant to which the Borrower has agreed to issue to the Secured Party certain New Debentures (as defined therein) (collectively, the "**Debentures**").

B. Each Pledgor has agreed to make this Agreement, for the benefit of the Secured Party, to secure each Pledgor's obligations, indebtedness and liabilities to the Secured Party, whether now existing or hereafter created, arising or acquired.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby make the following covenants, agreements, representations and warranties with and for the benefit and security of the Secured Party:

ARTICLE I CONSTRUCTION AND DEFINED TERMS

Section 1.01. Recitals. The recitals to this Agreement are a material and substantive part of this Agreement. The recitals are incorporated herein and made part of this Agreement.

Section 1.02. Defined Terms. Capitalized terms used in this Agreement that are not defined in this Agreement but are defined in Article 8 of the UCC or Article 9 of the UCC, shall have the meanings given to such terms in Article 8 of the UCC or Article 9 of the UCC, as the case may be. Capitalized terms used in this Agreement that are not defined in this Agreement but are defined in the SDPA, the Debentures, the Guaranty (as defined below) or the Security Agreement, shall have the meanings given to such terms in the SDPA, the Debentures, the Guaranty or the Security Agreement, as the case may be. As used in this Agreement, the following terms have the following meanings:

"**Account**" As defined in Article 9. "**Account Debtor**" As defined in Article 9.

"**Applicable Jurisdiction**" For any Organization, the State or other jurisdiction under the laws of which such Organization is formed, organized, created or incorporated, as the case may be.

"**Article 8**" Article 8 (or Chapter 8, Division 8 or Title 8, as the case may be) of the UCC, also known and cited as Uniform Commercial Code – Investment Securities, as adopted and in effect in the Governing Jurisdiction, or in any Applicable Jurisdiction, from time to time.

"**Article 8 Matter**" Any proposal, action, decision, determination, resolution, consideration, debate, election or other matter by an Issuer or its equity holders to cause, or that causes or results in, its limited liability company, partnership or other equity interests, as applicable, or any of them, be, or cease to be, a "security" as defined in and governed by Article 8 in the Issuer's Applicable Jurisdiction, and all other matters related to any such proposal, action, decision, determination, resolution, consideration, debate, election or other matter, or the contemplation of any thereof.

"**Article 8 Opt-In Security**" An interest in a partnership or a limited liability company the terms of which expressly provide that it is a security governed by Article 8 (or Chapter 8, Division 8 or Title 8, as the case may be) of the Uniform Commercial Code of the Applicable Jurisdiction of such partnership or limited liability company.

"**Article 9**" Article 9 (or Chapter 9, Division 9 or Title 9, as the case may be) of the UCC, also known and cited as Uniform Commercial Code – Secured Transactions, as adopted and in effect in the Governing Jurisdiction from time to time.

"**Bank**" As defined in Article 9.

"**Certificated Ownership Documentation**" As to any Issuer, any certificate (including any security certificate, stock certificate or unit certificate), instrument, note (including any promissory note, bond, debenture or other instrument), warrant, document, or other tangible record that represents or evidences any Ownership Interest (or that is convertible into any Ownership Interest) in or with respect to such Issuer.

"**Collateral**" Any Property in which the Secured Party has a security interest or other lien that secures any of the Obligations, including the Pledged Collateral and any other Property that constitutes collateral under any other Transaction Document.

"**Collateral Account**" A Deposit Account that is either (a) maintained with the Secured Party, if the Secured Party is a Bank, (b) subject to a written deposit account control agreement by and among a Pledgor, the Secured Party and the Bank with which the Deposit Account is maintained, which deposit account control agreement shall contain such provisions as the Secured Party may deem necessary or appropriate for the perfection of the Secured Party's first priority security interest in the Collateral Account by control and for the protection of the Secured Party's rights to the Collateral, or (c) a Deposit Account with respect to which the Secured Party is the Bank's customer.

"**Collateral Records**" Books and records relating to the Pledged Collateral or any portion of the Pledged Collateral.

"**Default**" An event, occurrence, circumstance, act or failure to act which (a) constitutes an Event of Default or (b) with the giving of notice and/or the passage of time would become an Event of Default.

"**Dividends**" Any monies or other Property paid (in the form of a dividend, distribution, payment or repayment or otherwise), distributed or loaned by an Issuer to any Person in respect of any Ownership Interest that such Person holds in such Issuer.

"**Event of Default**" As defined in Section 7.01 of this Agreement.

"**Guaranty**" That certain Guaranty Agreement, dated as of February 5, 2024, made by the Pledgors party thereto from time to time in favor of the Secured Parties, as may be amended, restated, supplemented or otherwise modified from time to time, including pursuant to joinders thereto.

"**General Intangible**" As defined in Article 9.

"**Governing Jurisdiction**" As defined in Section 10.20 of this Agreement. "**Instrument**" As defined in Article 9.

"**Investment Property**" As defined in Article 9.

"**Issuer**" Each Organization that is identified as an Issuer on **Schedule 1**.

"**Lien Proceedings**" Any action taken (including self-help) or proceeding (judicial or otherwise) commenced by any Person other than the Secured Party for the purpose of enforcing or protecting any actual or alleged security interest in, or other lien on, any of the Pledged Collateral, and including any foreclosure, repossession, attachment, execution or other process regarding any of the Pledged Collateral.

"**Material Adverse Effect**" A material adverse effect on (a) any Pledgor's, or any other Obligor's, or any Issuer's, Property, (b) any Pledgor's, or any other Obligor's, or any Issuer's, business, operations, condition (financial or otherwise), prospects, assets, liabilities or capitalization, (c) any Pledgor's ability to pay or perform its obligations under this Agreement, or any Pledgor's or any other Obligor's ability to pay or perform its obligations under any other Transaction Document, (d) the validity or enforceability of this Agreement or any other Transaction Document, or (e) any rights or remedies of the Secured Party under this Agreement or any other Transaction Document.

"**Obligor**" Each Pledgor and each other Person that is obligated for any of the Obligations, whether as a borrower, guarantor, customer, purchaser, lessee, licensee, applicant, counterparty, debtor or other obligor.

"**Organization**" A corporation, an association, a limited liability company, a partnership, a joint venture, an organization, a business, a joint-stock company, a trust, an unincorporated organization or any other entity.

"**Other Lien Law**" Any statute or other law of any jurisdiction, whether federal, state, local or foreign, other than the UCC, that may govern or apply to the creation, existence, perfection, priority, preservation, registration, filing, recording, publication or enforcement of a security interest or lien in or on any of the Pledged Collateral or to the assignment or payment of any monies due thereunder or other proceeds thereof.

"**Ownership Documentation**" As applicable to any Pledgor's Ownership Interests in any Issuer, any Certificated Ownership Documentation or Uncertificated Ownership Documentation.

"**Ownership Interest**" Any of the following rights, benefits and interests in, to, or issued by, any Issuer at any time:

(a) any Equity Interest;

(b) any "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934);

(c) any stockholder interests, shareholder interests, shares of common stock, shares of preferred stock, shares of special stock, general partner partnership interests, limited partner partnership interests, limited liability company interests, membership interests, economic interests, transferable interests, distributional interests, unit interests, percentage interests, profits interests, beneficial interests, pre-emption rights, bonus shares, options, warrants, allotments, offers or rights accrued in respect of that interest, and any rights and benefits associated with or related to any of the foregoing;

(d) any (i) rights to share in the profits and losses of any Issuer, (ii) rights to any payments, repayments, distributions and/or dividends by any Issuer of its income or assets from whatever source, (iii) rights to receive allocations of income, gain, loss, deduction, credit or other items, (iv) rights to manage or control or participate in the management or control of any Issuer, and any other rights with respect to any Issuer that are held or may be held, by agreement or operation of law, by the owners of such Issuer, including without limitation the right to exercise any or all voting, consensual and other powers of ownership pertaining thereto, (v) redemption rights, and (vi) conversion rights;

(e) any governance rights, inspection rights, rights to receive or demand access to information concerning any Issuer or its books and records, rights to receive notice of, vote on, or consent to matters involving the internal affairs of any Issuer, rights to receive notice of and participate in meetings, and other noneconomic rights, benefits and interests;

(f) any Account, General Intangible, Instrument, Investment Property or other Property that may be convertible into or exchangeable for any Ownership Interests described in preceding clauses (a), (b), (c), (d) and (e); and

(g) with respect to the Ownership Interests described in preceding clauses (a), (b), (c), (d), (e) and (f), including, without limitation, any and all thereof whether voting or nonvoting, certificated or uncertificated, tangible or intangible, of any class or series, or evidenced by any certificate, instrument, agreement, document or other record, and whether constituting Accounts, General Intangibles, Instruments or Investment Property or any other type of Property.

"**Pledged Collateral**" As defined in Section 2.01.

"**Pledged Ownership Interests**" As defined in Section 2.01. "**Proceeds**" As defined in Article 9.

"**Promissory Note**" As defined in Article 9.

"**Property**" Any property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible, and any right, title or interest in or to property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible.

"**Registered Organization**" As defined in Article 9.

"**Security Agreement**" That certain Security Agreement, dated as of February 5, 2024, by the Pledgors party thereto from time to time in favor of the Secured Party, as may be amended, restated, supplemented or otherwise modified from time to time, including pursuant to joinders thereto.

"**State**" Any of the following: (a) a state of the United States of America, or (b) the District of Columbia.

"**Succeeding Person**" With respect to any Person, any other Person that is a successor to such Person at any time, whether by (or pursuant to or in accordance with) any merger, combination, consolidation, amalgamation, reincorporation, reorganization, divestiture, spin-off, agreement, operation of law, order of any governmental authority, or otherwise.

"**Supporting Obligations**" As defined in Article 9.

"**UCC**" The Uniform Commercial Code, as adopted and in effect in the Governing Jurisdiction, as it may be revised from time to time; provided that if, and to the extent that, the Uniform Commercial Code of another jurisdiction governs the perfection, the effect of perfection or non-perfection, or the priority of a security interest created under this Agreement, then the term "UCC" shall refer to the Uniform Commercial Code of such other jurisdiction to the extent applicable to the perfection, the effect of perfection or non-perfection, or the priority of such security interest.

"**Uncertificated Ownership Documentation**" As to any Issuer, any book entry or other record in any medium that represents or evidences any Ownership Interest (or that is convertible into any Ownership Interest) in or with respect to such Issuer and does not constitute Certificated Ownership Documentation.

Section 1.03. Article and Section Headings. Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

Section 1.04. Schedules and Exhibits. Unless a Schedule or Exhibit is referred to in this Agreement as being a Schedule or Exhibit to another Transaction Document, the references in this Agreement to specific Schedules and Exhibits shall be read as references to such specific Schedules or Exhibits attached, or intended to be attached, to this Agreement and any counterpart of this Agreement and regardless of whether they are in fact attached to this Agreement, and including any amendments, supplements and replacements to such Schedules or Exhibits from time to time.

Section 1.05. Other Terms. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders. The terms "**herein**," "**hereof**," "**hereto**," and "**hereunder**" and similar terms refer to this Agreement as a whole and not to any particular Article, Section, subsection or clause in this Agreement. Unless otherwise expressly limited herein (and except where used in the conjunction of time periods or where used in the context of "does not include," "shall not include," "not included" or "not including"), the terms "**include**" and "**including**," shall be read to mean "include, without limitation," or "including, without limitation," as the case may be.

ARTICLE II
SECURITY INTEREST

Section 2.01. Grant of Security Interest. To secure the full and timely payment, performance and satisfaction of the Obligations, including the obligations, indebtedness and liabilities of the Pledgors to the Secured Party under the Transaction Documents, each Pledgor hereby agrees to and hereby pledges to the Secured Party, and grants to the Secured Party, who hereby agrees to and accepts the same, a security interest in, all of each Pledgor's now owned and hereafter acquired, created or arising Property described as follows (all of which Property being referred to herein as the "**Pledged Collateral**"):

(a) all of each Pledgor's Ownership Interests in each Issuer and in each Succeeding Person thereto (the "**Pledged Ownership Interests**"), including (A) the Ownership Interests listed on **Schedule 1** (the "**Scheduled Ownership Interests**") and any other Ownership Interests in any Issuer or Succeeding Person that are acquired by any Pledgor in any manner at any time, (B) any Investment Property that constitutes, represents or evidences the Pledged Ownership Interests at any time, (C) any Accounts, General Intangibles or Instruments that constitute, represent or evidence the Pledged Ownership Interests at any time, and (D) any Supporting Obligations for the Pledged Ownership Interests, and all agreements, instruments or other documents relating to such Supporting Obligations, at any time;

(b) all of each Pledgor's Ownership Documentation, including any thereof listed on any Schedule to this Agreement, that evidences, represents or otherwise relates to the Pledged Ownership Interests at any time;

(c) all of each Pledgor's rights, benefits and interests associated with or related to the Pledged Ownership Interests under each Issuer's Organizational Documents and the law under which each Issuer is incorporated, organized or formed;

(d) all Dividends, interest payments, cash and other Property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, or in respect of the conversion of, any or all of the forgoing Pledged Collateral at any time;

(e) all claims of any kind which the Pledgor now has or may in the future acquire against any Issuer or any Succeeding Person thereto in the Pledgor's capacity as a shareholder, member, partner, beneficiary or other equity holder in such Issuer or Succeeding Person;

(f) all Collateral Accounts;

(g) all Collateral Records; and

(h) all Proceeds and products of the foregoing Pledged Collateral.

Section 2.02. Rights as Secured Party. The Secured Party shall have all of the rights and remedies of a secured party under the UCC, under any Other Lien Laws, and under other applicable law and in equity, with respect to the Pledged Collateral.

Section 2.03. No Assumption of Liability. The Secured Party has not assumed, and the Secured Party shall not have any liability to any Issuer or any other Person for, any indebtedness or other obligation or liability that any Pledgor has or may have to any Issuer or any other Person with respect to any of the Pledged Collateral, whether arising under Ownership Documentation, Organizational Documents, or otherwise. Nothing in this Agreement shall relieve the Pledgor, nor shall the exercise of the Secured Party's rights and remedies under this Agreement relieve the Pledgor, from any of the Pledgor's indebtedness or other obligations or liabilities, whether for payment or performance, in respect of any of the Pledged Collateral.

Section 2.04. Perfection of Security Interests.

(a) UCC Financing Statements. The Secured Party is authorized and shall be entitled to prepare and file one or more UCC financing statements, identifying the Secured Party as the secured party, and identifying the Pledgors as the debtors, in such place or places as the Secured Party may deem necessary or advisable in order to perfect the Secured Party's security interests in the Pledged Collateral. Any UCC financing statement filed to perfect the Secured Party's security interests in the Pledged Collateral may, at the Secured Party's option, describe or indicate the Pledged Collateral in the manner that the Pledged Collateral is described in this Agreement, or as "all assets" of the Pledgors, or as "all personal property" of the Pledgors, or by any other description or indication of the Pledged Collateral that may be sufficient for a financing statement under the UCC.

(b) Certificated Securities. All of the Certificated Ownership Documentation representing or evidencing the Pledged Collateral shall promptly be delivered by the Pledgors to the Secured Party (or the Pledgors shall cause such Certificated Ownership Documentation to be delivered to the Secured Party) in suitable form for transfer by delivery, or accompanied by duly executed, but undated, stock powers or other instruments of transfer or assignment, in blank, all in form and substance satisfactory to the Secured Party, to be held by the Secured Party under this Agreement. Without limiting the generality of the preceding sentence, if any Pledgor receives or is entitled to receive any Certificated Ownership Documentation issued by any Issuer at any time (including, for example, any thereof issued in connection with any interest in a limited partnership or a limited liability company becoming an Article 8 Opt-In Security), the Pledgors shall promptly notify the Secured Party thereof and deliver such Certificated Ownership Documentation to the Secured Party in suitable form for transfer by delivery, or accompanied by duly executed, but undated, stock powers or other instruments of transfer or assignment, in blank, all in form and substance satisfactory to the Secured Party, to be held by the Secured Party as part of the Pledged Collateral under this Agreement.

(c) Uncertificated Securities. Promptly upon the Secured Party's request from time to time, the Pledgors shall execute and deliver to the Secured Party, and shall cause any Issuer of an Uncertificated Security, and any other appropriate party, to execute, perform and deliver to the Secured Party, such documents (including, without limitation, any additional control agreements, deeds of pledge, notices or instructions) as the Secured Party may request relating to any Pledged Collateral that is an Uncertificated Security for purposes of perfecting the Secured Party's security interest therein by control or for the exercise of any rights, powers and remedies of the Secured Party provided by or pursuant to this Agreement or by law and to enable the Secured Party to invoke it against the Pledgors and any other person. The Secured Party shall have the right to exercise exclusive control of each such Uncertificated Security and to notify the Issuer thereof upon and after the occurrence of a Default or an Event of Default.

(d) Notification of Pledge and Right to Exchange. The Secured Party shall have the right, at any time in the Secured Party's discretion and without notice to any Pledgor, to notify any Person of the pledge of the Pledged Collateral to the Secured Party, and to transfer to or register in the name of the Secured Party, or any of the Secured Party's nominees, any or all of the Pledged Collateral, subject only to the Pledgor's revocable rights specified in Section 4.01(a). In addition the Secured Party shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations.

(e) Certain Payments. Upon the occurrence, and during the continuance, of any Event of Default, the Secured Party shall have the right to instruct the Issuers to pay Dividends and make other distributions with respect to the Pledged Collateral directly to the Secured Party and, to the exclusion of the Pledgor, exercise any other right in respect of Dividends as it sees fit. Upon receipt of any such Dividends or other distributions the Secured Party shall be entitled to hold and apply such amounts as part of the Pledged Collateral under this Agreement.

Section 2.05. Possession of Collateral. The Secured Party's sole duty with respect to the custody, safekeeping and preservation of any Pledged Collateral in its possession shall be to deal with such Pledged Collateral in the same manner as the Secured Party deals with similar Property for its own account.

If the Secured Party has possession of any of the Pledged Collateral the Secured Party shall not be obligated ascertain or take any action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to the Pledged Collateral or to take any necessary steps to preserve rights against prior parties.

Section 2.06. Power of Attorney. Each Pledgor hereby appoints the Secured Party as such Pledgor's attorney-in-fact, with power of substitution, which appointment is irrevocable and coupled with an interest, to do each of the following in the name of such Pledgor and/or in the name of the Secured Party or otherwise, for the use and benefit of the Secured Party, but at the cost and expense of the Pledgors, and without notice to the Pledgors: (i) notify the Issuers and other Persons obligated to make payments in respect of any of the Pledged Collateral to make payments of Dividends, distributions, principal, interest, or other amounts in respect of the Pledged Collateral directly to the Secured Party; (ii) take control of the cash and non-cash Proceeds of any of the Pledged Collateral; (iii) renew, extend or compromise any of the Pledged Collateral or deal with the same as the Secured Party may deem advisable; (iv) release, exchange, convert, substitute, or surrender all or any part of the Pledged Collateral; (v) remove from any Pledgor's places of business any or all of such Pledgor's books and records relating to the Pledged Collateral without cost or expense to the Secured Party; (vi) make such use of any Pledgor's places of business as may be reasonably necessary to administer, control and collect the Pledged Collateral; (vii) demand, collect, give receipt for, and give renewals, extensions, discharges and releases of any of the Pledged Collateral; (viii) institute and prosecute legal and equitable proceedings to enforce collection of, or realize upon, any of the Pledged Collateral; (ix) settle, renew, extend, compromise, compound, exchange or adjust claims with respect to any of the Pledged Collateral or any legal proceedings brought with respect thereto; (x) indorse the name of any Pledgor upon any bank check or other item of payment relating to the Pledged Collateral or any Dividend, distribution, principal, interest, or other amount, or upon any proof of claim in bankruptcy against any Account Debtor or any Person obligated to pay a Promissory Note or other Instrument; and (xi) receive and open all mail addressed to any Pledgor and notify the postal authorities to change the address for the delivery of mail to any Pledgor to such address as the Secured Party may designate. The Secured Party agrees that it shall not exercise any power or authority granted under this power of attorney unless a Default has occurred. The power of attorney given to the Secured Party in this Section is in addition to any other power of attorney that may be granted to the Secured Party under this Agreement or any other Transaction Document. Neither the Secured Party nor any of the Secured Party's affiliates, owners, directors, managers, officers, employees, agents or representatives shall be responsible or liable to any Pledgor for any act or failure to act under any power of attorney or otherwise, except in respect of damages attributable solely to its or their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction, nor shall they be responsible or liable for any indirect, special, consequential, exemplary or punitive damages of any kind.

Section 2.07. Powers for Secured Party's Benefit. The powers conferred on the Secured Party under this Agreement are solely to protect the Secured Party's interest in the Pledged Collateral and shall not impose any duty upon the Secured Party to exercise such powers. The Secured Party has no obligation to preserve rights to the Pledged Collateral against any other Persons.

Section 2.08. Ratification. The Pledgor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Section Section 2.06.

Section 2.09. Other Lien Laws. Without limiting the legal operation and effect of any other provision of this Agreement or any other Transaction Document, if (a) any of the Pledged Collateral is a type of Property as to which the creation, existence, perfection, priority, preservation, registration, filing, recording, publication or enforcement of a security interest or other lien therein or thereon, or the Secured Party's right to receive monies or other proceeds thereof or therefrom, is or may be subject to or governed by any Other Lien Law, whether in addition to the UCC or other than the UCC, or (b) any of the Pledged Collateral is or may be deemed to be subject to any Other Lien Law based on (i) the location of such Pledged Collateral, (ii) the law governing the creation or existence of such Pledged Collateral, (iii) the identity or location of any Pledgor or the jurisdiction where any Pledgor is incorporated, organized or formed, (iv) the identity or location of any Issuer or the jurisdiction where any Issuer is incorporated, organized or formed, or (v) any other facts or circumstances, then promptly upon the Secured Party's request, and at the Pledgor's cost and expense, the Pledgors shall execute, perform and deliver to the Secured Party such collateral documents (including any additional deeds of pledge, notices or instructions), and other further assurances and powers of attorney, and take such other further actions, as the Secured Party may from time to time request (and in the such form as the Secured Party may require) to effect and confirm the creation, existence, perfection, priority, preservation, registration, filing, recording and enforceability of the Secured Party's security interest and lien in and on such Pledged Collateral, and the Secured Party's right to receive monies and other proceeds thereof or therefrom, in accordance with such Other Lien Law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Each Pledgor makes the following representations and warranties to the Secured Party as of the date of this Agreement:

Section 3.01. Identity. Each Pledgor (a) is (i) a corporation, limited liability company, limited partnership or statutory trust duly organized or formed, and validly existing and in good standing under the Laws of the jurisdictions set forth on **Annex I** and (ii) a Registered Organization and (b) has the corporate, limited liability company, limited partnership or trust power and authority to execute, deliver, and perform its obligations under, this Agreement. Each Pledgor's chief executive office is located at the addresses set forth on **Annex I**.

Section 3.02. Execution, Delivery and Enforceability. The execution and delivery of this Agreement by the Pledgors have been duly authorized by all requisite corporate, limited liability company, limited partnership or trust action, as applicable. This Agreement has been duly and validly executed and delivered by each Pledgor. This Agreement constitutes each Pledgor's legal, valid and binding obligation, enforceable against each Pledgor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity.

Section 3.03. Consents and Approvals. The management board of Sono Group N.V. approved the creation of this Agreement (including the vesting of the pledge and transfer of voting rights on the high voting shares in the capital of the Sono Group N.V.). Other than aforementioned, the execution, delivery and performance of this Agreement by the Pledgors do not require the consent or approval of any Issuer or any other Person and will not (a) contravene any provision of law, or any order of any court or other agency of government binding upon any Pledgor or any Pledgor's Property, (b) contravene, be in conflict with or result in the breach or default of (with due notice or lapse of time or both) the charter, bylaws, operating agreement, partnership agreement or other Organizational Documents of any Pledgor, (c) contravene, be in conflict with, result in the breach or default of (with due notice or lapse of time or both) any indenture, agreement or other instrument binding upon the Pledgors or their Property, or (d) result in the creation or imposition of any lien or security interest upon any Property of the Pledgors, other than any lien or security interest in favor of the Secured Party under this Agreement.

Section 3.04. Ownership of Property; Priority of Security Interest. Each Pledgor is the sole and exclusive owner of, and has good and merchantable title to, the entire and unencumbered right, title and interest in the Pledged Collateral pledged by such Pledgor under this Agreement, free from any lien, security interest, adverse claim or encumbrance other than those created under this Agreement in favor of the Secured Party. Each Pledgor has the right, power and authority to pledge and assign the Pledged Collateral, and grant a security interest in the Pledged Collateral, to the Secured Party in the manner done under this Agreement. This Agreement creates for the Secured Party a valid and enforceable security interest in the Pledged Collateral, securing the full and timely payment, performance and satisfaction of the Obligations, and each Pledgor's indebtedness, obligations and liabilities under the Transaction Documents, which security interest, when perfected, shall constitute a first priority perfected security interest in favor of the Secured Party. Each Pledgor hereby warrants and shall defend the title to the Pledged Collateral, whether now owned or hereafter acquired, unto and for the benefit of the Secured Party and the Secured Party's successors and assigns, against all liens, security interests, adverse claims, encumbrances and demands of any Person whatsoever.

Section 3.05. Issuers. The correct and complete legal name of each Issuer, and the Applicable Jurisdiction of each Issuer, is set forth on **Schedule 1**. Except as otherwise stated on **Schedule 1**, each Issuer has issued to the Pledgors the Ownership Interests that are shown on **Schedule 1** with respect to such Issuer and each certificate or other instrument described on **Schedule 1** as having been issued by such Issuer.

Section 3.06. Ownership Interests. Each Pledged Ownership Interest has been duly authorized and validly issued and acquired by the Issuer thereof and is fully paid. With respect to each Pledged Ownership Interest as to which a Pledgor is the initial holder, such Pledgor has on or before the date of this Agreement made all of the Pledgor's required contributions to each Issuer, or otherwise fully paid each Issuer, for the Pledgor's Ownership Interests in such Issuer, which contributions or payments were made in cash or property or in services performed on or before the date of this Agreement, excepting any of the Pledgor's obligations that are outstanding on the date of this Agreement in the form of promissory notes, or other commitments or obligations to contribute cash or property or to perform services, that are specifically described on **Schedule 2**. With respect to any Pledged Ownership Interest as to which a Person other than any Pledgor was the initial holder, neither the Pledgors nor any other Person is obligated to make any contribution or payment in respect of such Pledged Ownership Interest to the Issuer of such Pledged Ownership Interest, excepting any obligations that are outstanding on the date of this Agreement in the form of promissory notes, or other commitments or obligations to contribute cash or property or to perform services, that are specifically described on **Schedule 2**.

Section 3.07. Issuer Organizational Documents. Attached hereto as **Schedule 3** is a complete list of the Organizational Documents, including any amendments thereto, of each Issuer. The Pledgors have delivered to the Secured Party true, accurate and complete copies of the Organizational Documents listed on **Schedule 3**. The Organizational Documents for each Issuer are the valid and legally binding obligations of the parties thereto and are enforceable in accordance with their terms. Other than the proposed reversed share split of Sono Group NV's share capital, there is no agreement diminishing or impairing the obligation of any party under the Organizational Documents of any Issuer to perform fully its obligations in strict accordance with the terms and provisions of such Organizational Documents.

Section 3.08. Investment Company Securities and Traded Securities. With respect to any Issuers that are limited liability companies or partnerships, none of the Pledged Ownership Interests in such Issuers are dealt in or traded on securities exchanges or in securities markets and none of the Pledged Ownership Interests in such Issuers are investment company securities.

ARTICLE IV
VOTING; DIVIDENDS

Section 4.01. Voting; Dividends.

(a) So long as no Event of Default shall have occurred and be continuing, and except as may be otherwise provided in this Agreement or in any other Transaction Document:

(i) except as provided in Section 4.01(e), the Pledgors shall be entitled to exercise any and all voting rights and other consensual rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement and the other Transaction Documents; provided that (A) the Pledgors shall give the Secured Party at least twelve (12) days' prior written notice of the manner in which any Pledgor intends to exercise, or the reasons for refraining from exercising, any such voting right or other consensual right and (B) the Pledgors shall not exercise or refrain from exercising any such voting right or other consensual right if, in the Secured Party's judgment, such action or inaction would have a material adverse effect on the value (economic or otherwise) of the Pledged Collateral or any part thereof and the Secured Party so notifies the Pledgors within five (5) days after having received such written notice from the Pledgors;

(ii) the Pledgors shall be entitled to receive and retain cash Dividends paid in respect of Pledged Collateral to the extent, and only to the extent, that the Pledgor's receipt and retention of such cash Dividends are expressly permitted by, and otherwise paid in accordance with, the terms and conditions of the Transaction Documents, or are otherwise expressly consented to by the Secured Party in writing, provided, however, that any and all (A) Dividends paid or payable other than in cash in respect of any Pledged Collateral, (B) instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral, (C) Dividends paid or payable in cash in respect of any Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, (D) cash paid, payable or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, any Pledged Collateral, and (E) Dividends paid or payable in violation of any Pledgor's or any Issuer's agreement with the Secured Party that such Dividends not be paid, shall forthwith be delivered to the Secured Party to hold as Pledged Collateral and shall, if received by any Pledgor, be received in trust for the benefit of the Secured Party, be segregated from the other property or funds of the Pledgors, and be forthwith delivered to the Secured Party as Pledged Collateral in the same form as so received with any necessary indorsement; and

(iii) the Secured Party shall execute and deliver (or cause to be executed and delivered) to the Pledgors all such instruments as the Pledgors may reasonably request for the purpose of enabling the Pledgors to exercise the voting rights and other consensual rights which they are entitled to exercise pursuant to clause (i) of this Section 4.01(a) and to receive any Dividend that they are authorized to receive and retain pursuant to clause (ii) of this Section 4.01(a).

(b) Upon the occurrence, and during the continuance, of any Event of Default and subject to the condition of the Secured Party sending a written notification to the Pledgor:

(i) all rights of the Pledgors to exercise the voting rights and other consensual rights which they would otherwise be entitled to exercise pursuant to Section 4.01(a)(i) and to receive such Dividends as the Pledgors would otherwise be authorized to receive and retain pursuant to Section 4.01(a)(ii) shall cease, and all such voting rights and other consensual rights shall thereupon become vested in the Secured Party who shall thereupon have the sole right to exercise such voting rights and other consensual rights and to receive and hold as Pledged Collateral such Dividends; and

(ii) all Dividends which are received by any Pledgor contrary to the provisions of clause (i) of this Section 4.01(b) or contrary to any other agreement with the Secured Party shall be received in trust for the benefit of the Secured Party, shall be segregated from other funds of the Pledgors, and shall be forthwith paid over to the Secured Party as Pledged Collateral in the same form as so received with any necessary indorsement.

(c) The Secured Party shall be entitled to deposit any Dividends and other payments received by the Secured Party pursuant to this Agreement into any Collateral Account, and upon the occurrence, and during the continuance, of any Event of Default, the Secured Party shall be entitled to apply the collected balances in each Collateral Account, or any portion thereof, at any time and from time to time, against the outstanding balance of any Obligations or other indebtedness, liabilities or obligations secured by this Agreement in such order as the Secured Party may determine in the Secured Party's discretion.

(d) In the event that any Dividend, distribution, principal, interest, or other amount is paid to any Pledgor in respect of any Pledged Collateral, the Pledgors shall give the Secured Party written notice of the payment of such Dividend, distribution, principal, interest, or other amount within one (1) Business Day after the payment thereof to any Pledgor.

(e) The Pledgors shall not exercise any voting right or other consensual right with respect to any Article 8 Matter at any time without the Secured Party's prior written consent. If a vote or any other action on any Article 8 Matter is proposed or requested by an Issuer or any other Person, the Pledgors shall give the Secured Party prompt written notice of such proposal or request. Furthermore, if the Secured Party shall request any Pledgor to exercise any voting right or other consensual right with respect to any Article 8 Matter, such Pledgor shall exercise such voting right or such other consensual right with respect to such Article 8 Matter in accordance with the Secured Party's instructions.

(f) When the Secured Party does not have the voting rights attached to the shares in the capital of Sono Group N.V., it shall not have the rights which Dutch law attributes to holders of depositary receipts for shares in the capital of a company issued with such company's cooperation.

(g) If the voting rights of Pledged Collateral have been transferred to the Secured Party, but the Event of Default which is continuing has been reversed, the Secured Party shall give on terms to be agreed upon a revocable power of attorney to the Pledgor, to exercise the voting rights over the Pledged Collateral, provided that no other Event of Default which is continuing has occurred.

ARTICLE V
AFFIRMATIVE COVENANTS

Section 5.01. Existence; Qualification. Each Pledgor shall do all things necessary to maintain its legal existence in its Applicable Jurisdiction. Each Pledgor shall maintain its legal status and qualification to do business in each jurisdiction where it is required to register or qualify to do business, except where the failure to do so would not, individually or in the aggregate, have a Material Adverse Effect.

Section 5.02. Compliance with Laws. The Pledgors shall comply with all applicable Laws and other legal requirements applicable to the Pledgors, except where the failure to comply would not, individually or in the aggregate, have a Material Adverse Effect.

Section 5.03. Taxes, Assessments, Charges and Other Impositions. The Pledgors shall pay and discharge promptly, on or before the due date thereof, all taxes, assessments, charges, and other impositions imposed by any governmental authority on the Pledgors, or on the Pledged Collateral, including any thereof relating to the creation, ownership or use of the Pledged Collateral, or relating to any security interest in or lien on any Pledged Collateral, or relating to any sale, assignment, transfer or other disposition of the Pledged Collateral.

Section 5.04. Collateral Records. Each Pledgor, at the cost and expense of the Pledgors, shall keep and maintain at its chief executive office current, complete and accurate books and records concerning all of the Pledged Collateral. The Secured Party shall have unrestricted access to each Pledgor's places of business during normal business hours and after notice to such Pledgors, or at any time and without notice to any Pledgor after the occurrence of a Default, for the purpose of inspecting, copying, verifying and auditing any Pledgor's books and records concerning the Pledged Collateral.

Section 5.05. Collateral Reports. Within ten (10) days after the Secured Party's written request from time to time, the Pledgors shall furnish to the Secured Party, and cause any Issuer to furnish to the Secured Party, in writing such information regarding the Pledged Collateral as the Secured Party may request, including such information, financial statements and other reports regarding the Issuers as may be in the possession of, or otherwise available to, the Pledgors.

Section 5.06. Costs and Expenses. Within ten (10) days after the Secured Party's request from time to time, the Pledgors shall pay (or provide the Secured Party with sufficient funds for the payment of), or reimburse the Secured Party for payment of, the Secured Party's costs and expenses, including the Secured Party's attorney's fees, paralegal fees and other legal expenses, incurred for (a) the negotiation and preparation of this Agreement, other Transaction Documents and other related documents, and diligence related thereto, (b) review and negotiation of opinion letters, reliance letters and the like, (c) public record searches and search reports and the review thereof and review of documents of record, (d) the closing of loans and other transactions under the Transaction Documents or otherwise related to the Obligations, (e) the perfection of the Secured Party's security interests in the Collateral, (f) the establishment, maintenance and defense of the first priority of the Secured Party's security interests in the Collateral, (g) the enforcement of the Secured Party's security interests in the Collateral, and (h) the enforcement of the Secured Party's rights and remedies under this Agreement and the other Transaction Documents, including collecting the Obligations and collecting, possessing, storing, marketing and selling Collateral.

Section 5.07. Notice of Default. The Pledgors shall give the Secured Party written notice of any Default or Event of Default within two (2) Business Days after the occurrence of such Default or Event of Default.

Section 5.08. Notice of Lien Proceedings. The Pledgors shall give the Secured Party immediate written notice of any Lien Proceeding relating to the Collateral or any thereof. If any Lien Proceeding is commenced relating to the Collateral, the Pledgors shall promptly give the Secured Party such information, and copies of any documentation, relating to such Lien Proceeding as the Secured Party may request from time to time.

Section 5.09. Applications, Approvals and Consents. The Pledgors shall, at their sole cost and expense, promptly execute, perform and deliver, or cause the execution, performance and delivery of, all certificates, instruments, and other documents and papers that the Secured Party may request in connection with the obtaining of any consent, approval, registration, qualification, or authorization of any governmental authority or of any other Person necessary or appropriate for the effective exercise of any rights or remedies under this Agreement and the other Transaction Documents, including for avoidance of doubt any enforcement rights. Without limiting the generality of the foregoing, the Pledgors agree that in the event the Secured Party shall exercise the Secured Party's rights to sell, transfer, or otherwise dispose of or take any other action in connection with any of the Pledged Collateral pursuant to this Agreement or any other Transaction Document, the Pledgors shall execute and deliver all applications, certificates, deed, agreements, resolutions, notices, instructions and other documents that the Secured Party may request (in the form satisfactory to the Secured Party), and, if requested by the Secured Party, the Pledgors shall otherwise promptly, fully and diligently cooperate with the Secured Party and any other necessary Persons, in making any application for the prior consent or approval of any governmental authority or any other Person in connection with the exercise by the Secured Party of any of such rights relating to all or any part of the Pledged Collateral. The Pledgors agree that the Secured Party's remedy at law for failure of the Pledgors to comply with the provisions of this Section would not be adequately compensable in damages, and the Pledgors agree that the covenants of this Section may be specifically enforced.

Section 5.10. Issuers.

(a) The Pledgors shall cause each Issuer to do the following:

(i) maintain its legal existence in its Applicable Jurisdiction;

(ii) maintain its legal status and qualification to do business in each jurisdiction where it is required to register or qualify to do business, except where the failure to do so would not, individually or in the aggregate, have a Material Adverse Effect;

(iii) comply with all applicable Laws and other legal requirements applicable to the Issuer, except where the failure to comply would not, individually or in the aggregate, have a Material Adverse Effect;

(iv) pay and perform when due all of the terms, covenants and conditions on the Issuer's part to be performed under its Organizational Documents; and

(v) to the extent that covenants or other provisions of any other Transaction Document apply to the Issuer, comply with such covenants and provisions even if the Issuer is not a party to such other Transaction Document and is not specifically named or referred to in such covenants or provisions, and even though such covenants or provisions are not set forth in this Agreement.

(b) Promptly, when requested by the Secured Party, and at the sole cost and expense of the Pledgors, the Pledgors shall take all such actions as may be requested by the Secured Party to enforce or secure the performance of any term, covenant or condition of the Organizational Documents of any Issuer and to exercise any rights of the Pledgors under such Organizational Documents.

(c) Promptly, when requested by the Secured Party, and at the sole cost and expense of the Pledgors, the Pledgors shall execute and deliver to the Secured Party, and cause any Issuers to exercise and deliver to the Secured Party, an acknowledgment and consent agreement in form and substance satisfactory to the Secured Party, pursuant to which such Issuers shall, among other things, acknowledge that they consent to the terms of this Agreement and agree to comply with the terms of this Agreement that relate to Issuers.

ARTICLE VI
NEGATIVE COVENANTS

Section 6.01. Pledgor Matters. None of the Pledgors shall, without the Secured Party's prior written consent, do any of the following: (a) change its name; (b) change its Applicable Jurisdiction; (c) change or amend its Organizational Documents if such change or amendment could have an adverse effect on the Secured Party's rights or remedies under this Agreement or any other Transaction Document or the Secured Party's rights or remedies with respect to the Pledged Collateral, or the existence, perfection or priority of the Secured Party's security interest in the Pledged Collateral, or the Secured Party's rights or remedies with respect to the Pledged Collateral; (d) convert from one form of entity to another (or, if a limited liability company, create or form any series), or adopt or approve a plan of division, file a certificate of division, or effect a division; (e) merge, combine or consolidate with any Person; (f) liquidate, dissolve, wind up, terminate, or cease to exist; (g) change the location of its chief executive office or principal place of business; or (h) convert one class of securities in the capital of an Issuer into another class of securities in the capital of such Issuer.

Section 6.02. Liens and Dispositions. The Pledgors shall not, without the Secured Party's prior written consent, do any of the following: (a) create, incur, assume, or suffer to exist any security interest or other lien upon any Pledged Collateral other than any security interest or other lien in favor of the Secured Party; (b) authorize, prepare or execute, or file or permit to be on file in any public office, or suffer to exist, any UCC financing statement or other lien notice applicable to any Pledged Collateral, or fail to have any such UCC financing statement or other lien notice terminated of record and in fact, other than UCC financing statements or other lien notices that are solely in favor of the Secured Party; (c) cause or permit any of the Pledged Collateral to be in the possession or control of any Person other than the Secured Party or the Pledgor that is the owner of such Pledged Collateral; (d) grant or agree to any reduction, discount, rebate, refund or adjustment that would reduce the amount that any Issuer or other Person that is obligated for the payment or performance of any Pledged Collateral is obligated to pay to any Pledgor; (e) grant to any Person an option or right to purchase or otherwise acquire any Pledged Collateral; (f) make any agreement for the sale, assignment, transfer, exchange, conversion or other disposition of any Pledged Collateral; or (g) make or engage in any sale, assignment, transfer, exchange, conversion or other disposition of any Pledged Collateral.

Section 6.03. Issuer Matters. The Pledgors shall not, without the Secured Party's prior written consent, propose to or vote in favor of any of the following:

(a) with respect to any Pledgor's Ownership Interests in any Issuer, make or consent to any amendment or other change to any Ownership Documentation or waive any Pledgor's rights thereunder;

(b) make or consent to any amendment or other change to the Organizational Documents of any Issuer, or waive any of any Pledgor's rights thereunder, if such amendment or other change or waiver could have an adverse effect on (i) any Pledgor's rights or remedies under such Organizational Documents, (ii) the Secured Party's rights or remedies under this Agreement or any other Transaction Document, (iii) the existence, perfection or priority of the Secured Party's security interest in the Pledged Collateral, or (iv) the existence or value of the Pledged Collateral, unless such amendment has already been authorised by the general meeting of shareholder or members of such Issuer on the date of this Agreement;

(c) cause or permit any Issuer to pay any Dividend on, or make any distribution of assets on account of, or redeem, purchase or otherwise acquire for value, any Ownership Interest in such Issuer held by any Person unless, if permitted by the terms of the Transaction Documents, each Pledgor that has an Ownership Interest in the Issuer receives a *pro rata* Dividend on such Pledgor's Ownership Interest in the Issuer, or receives *pro rata* value in respect of a distribution made in respect of such Pledgor's Ownership Interest in such Issuer or in respect of the redemption, purchase or acquisition for value of any Ownership Interest in such Issuer from such Pledgor, which Dividend or value each such Pledgor shall have received and applied in accordance with Section 4.01;

(d) cause or permit any Issuer to change its Applicable Jurisdiction;

(e) cause or permit any Issuer to change its name or capital structure unless the issuance or granting of securities has already been authorised by the general meeting of shareholder or members of such Issuer on the date of this Agreement;

(f) cause or permit any Issuer to convert from one form of entity to another (or, if the Issuer is a limited liability company, create or form any series), or adopt or approve a plan of division, file a certificate of division, or effect a division;

(g) cause or permit any Issuer to merge or consolidate with any other Person, acquire all or substantially all of the assets of any Person, or form or acquire any subsidiary;

(h) cause or permit any Issuer to sell, assign, transfer, convey, exchange, gift or otherwise dispose of all or substantially all of such Issuer's assets in one transaction or a series of transactions;

cease to exist;

(i) cause or permit any Issuer to liquidate, dissolve, wind up, terminate, or

(j) with respect to any Pledged Collateral that is an interest in a limited

liability company or a partnership and is not an Article 8 Opt-In Security, cause or permit any Issuer to take any action to cause such interest to become an Article 8 Opt-In Security; or

(k) with respect to any Pledged Collateral that is an Article 8 Opt-In Security, cause or permit any Issuer to take any action to cause such Pledged Collateral to cease to be an Article 8 Opt-In Security.

Section 6.04. Information. The Pledgors shall promptly notify the Secured Party of any agreement to acquire any future securities and of its acquisition of any future securities. The Pledgors shall promptly deliver to the Secured Party a copy of each circular, notice, report, set of accounts or other document received by it in connection with any Share.

Section 6.05. Notification. The Pledgor shall (a) promptly notify any person that attaches any Pledged Collateral or makes any claim in respect of any Pledged Collateral (or attempts or expresses an intention to do so), as well as any liquidator and administrator of this Agreement (and, in the case of an oral notification, confirm it in writing); and (b) promptly notify the Secured Party in writing of any attempted or intended attachment or request for bankruptcy or suspension of payment or other form of credit restructuring whether or not preliminary granted.

ARTICLE VII
EVENTS OF DEFAULT

Section 7.01. Events of Default. Each of the following events, occurrences or circumstances shall be an "**Event of Default**" under this Agreement, without further reminder or notice of default being required:

(a) if any payment of principal or interest of the Obligations, or any payment of any fee, charge, royalty, premium, cost, expense, price, rent or other amount of the Obligations, is not made when due; provided that (i) if a Transaction Document expressly provides for the Secured Party to give any Pledgor or any other Obligor notice of such nonpayment, such notice shall have been given and

(ii) if a Transaction Document expressly provides for a grace or cure period for such nonpayment, such nonpayment shall have continued uncured beyond the grace or cure period expressly provided in such Transaction Document;

(b) the occurrence of a breach, default or event of default, or other failure to perform, by any Pledgor or any other Obligor, not within the scope of preceding clause (a), under any Transaction Document; provided that (i) if such Transaction Document expressly provides for the Secured Party to give any Pledgor or any other Obligor a notice of such breach, default, event of default or failure, such notice shall have been given, and (ii) if such Transaction Document expressly provides for a grace or cure period for such breach, default, event of default or failure, such breach, default, event of default or failure shall have continued uncured beyond the grace or cure period expressly provided in such Transaction Document;

(c) if any confirmation, representation or warranty made by any Pledgor in this Agreement, or made by any Pledgor or any other Obligor in any other Transaction Document, is breached in any material respect or is false or misleading;

(d) if any written statement (including any financial statement or tax return) of any Pledgor or any other Obligor, or any other report, certificate, or information, provided to the Secured Party by or on behalf of any Pledgor or any other Obligor (i) as a part of any request or application for a loan or other credit, (ii) as a condition or requirement of or under any Transaction Document or any Obligations, or (iii) to induce the Secured Party to take or refrain from taking any action, is incomplete in any material respect or is false or misleading;

(e) if any Pledgor shall breach, default under, or fail to comply with, any covenant, agreement or other provision of this Agreement;

(f) the occurrence of any Bankruptcy Event of Default with respect to any

Pledgor;

(g) the occurrence or commencement of any Lien Proceedings, or any other event, circumstance or proceeding that impairs, or may impair, the value of the Collateral, or the Secured Party's security interest in the Collateral, or the perfection of the Secured Party's security interest in the Collateral, or the first priority of the Secured Party's security interest in the Collateral, or the enforceability of this Agreement or any other Transaction Document against any Pledgor or any other Obligor or any other Person, as determined by the Secured Party in the Secured Party's discretion; or

(h) the occurrence of a material adverse change in the financial or operating condition of any Pledgor or any other Obligor after the date of this Agreement, as determined by the Secured Party in the Secured Party's discretion; or

(i) the occurrence of an Event of Default (as defined in any Transaction Document other than this Agreement).

ARTICLE VIII
ACCELERATION OF OBLIGATIONS

Section 8.01. Acceleration. Upon the occurrence of any Event of Default, the Secured Party may, at the Secured Party's option and in the Secured Party's discretion, and without prior notice to or demand upon any Pledgor, accelerate some or all of the Obligations, and upon such acceleration, all such Obligations as shall have been accelerated shall be immediately due and payable by the Pledgors to the Secured Party. Notwithstanding the foregoing, immediately upon any Bankruptcy Event of Default, and without notice to or demand upon any Pledgor or any action by the Secured Party, the Obligations shall be accelerated and all Obligations shall be immediately due and payable by the Pledgors to the Secured Party. Nothing in this Agreement shall be construed as modifying or limiting, or as prohibiting or restricting the Secured Party from exercising, any right to demand immediate payment of any Obligations then due and payable or payable on demand.

ARTICLE IX REMEDIES

Section 9.01. General Remedies. Upon and after the occurrence of any Event of Default, the Secured Party shall have all of the rights, powers and remedies available under this Agreement and the other Transaction Documents, all of the rights, powers and remedies available to a secured party under the UCC and under any Other Lien Law, and such other rights, powers and remedies as may be available to the Secured Party at law and in equity. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency, shall not affect the Secured Party's interest in the Pledged Collateral until the Obligations have been fully paid and satisfied and this Agreement has been terminated.

Section 9.02. Remedies Cumulative. The Secured Party's rights, powers and remedies are cumulative and may be exercised simultaneously. No failure or delay on the part of the Secured Party in exercising any right, power or remedy under this Agreement or under any other Transaction Document, and no course of dealing between any Pledgor or any other Person and the Secured Party, shall operate as a waiver of any of the Secured Party's rights, powers or remedies under this Agreement or under any other Transaction Document; nor shall any single or partial exercise of any right, power or remedy under this Agreement or under any other Transaction Document preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder. No notice to or demand on any Pledgor in any circumstance shall entitle any Pledgor or any other Person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Secured Party to any other or further action in any circumstances without notice or demand.

Section 9.03. Sale of Collateral. (a) The pledge shall be immediately enforceable on and at any time after the occurrence of an Event of Default which is continuing, provided that there is a default in the performance of any of the Obligations.

(b) Without limiting the Secured Party's right to pursue other remedies, if any Pledgor defaults in any provision of this Agreement, or any other Event of Default shall have occurred and be continuing, the Secured Party may sell the Pledged Collateral, or any part thereof, at public or private sale or at any broker's board or on any securities exchange, for cash, on credit, or for future delivery, as the Secured Party shall deem appropriate and with observance of UCC or, if applicable, Other Lien Law. The Secured Party shall be authorized at any such private sale (if the Secured Party deems it advisable to do so with respect to any Pledged Collateral) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Pledged Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Pledged Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Pledgors, and each Pledgor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which any Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(c) Prior to a sale or other disposition of Pledged Collateral, the Secured Party shall give the Pledgors, and any other party required under Article 9, notification as required under Article

9. Any public sale shall be held at such time or times within ordinary business hours and at such place or places as the Secured Party may fix and state in the notice of such sale and in accordance with, if applicable, local laws.

(d) The Secured Party shall not be obligated to make any sale of any Pledged Collateral if the Secured Party shall determine not to do so, regardless of the fact that notice of sale of such Pledged Collateral shall have been given. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

(d) At any such sale, the Pledged Collateral, or any portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Secured Party may, in the Secured Party's discretion, determine.

(f) In case any sale of all or any part of the Pledged Collateral is made on credit or for future delivery, the Pledged Collateral so sold may be retained by the Secured Party until the sale price is paid by the purchaser or purchasers thereof, but the Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for Pledged Collateral so sold and, in case of any such failure, such Pledged Collateral may be sold again upon notification to the Pledgors as set forth in this Section. At any public sale made pursuant to this Section, the Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay or appraisal on the part of any Pledgor (all said rights being also hereby waived and released to the extent permitted by law), the Pledged Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Secured Party from any Pledgor or any other Obligor in respect of any of the Obligations as a credit against the purchase price, and the Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Pledgor therefor. For purposes of any sale of Pledged Collateral under this Agreement, a written agreement to purchase the Pledged Collateral or any portion thereof shall be treated as a sale thereof. The Secured Party shall be free to carry out such sale pursuant to such agreement, and the Pledgors shall not be entitled to the return of the Pledged Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Secured Party shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full.

Only the Secured Party shall have the right referred to in Section 3:251, subsection 1, of the Dutch Civil Code to make an application to the court for a different method of sale.

(g) Upon any sale of Pledged Collateral by the Secured Party (including, without limitation, a sale pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Secured Party or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of Pledged Collateral being sold, and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Secured Party or such officer or be answerable in any way for the misapplication thereof.

(h) To the extent permitted by applicable law, the Proceeds of a sale or other disposition of Pledged Collateral by the Secured Party shall be applied in the following order: (i) first, to the costs and expenses of preparing for and conducting the sale or other disposition, including the Secured Party's attorneys' fees and other legal expenses, (ii) second, the remaining amount, if any, to the payment (in whatever order the Secured Party elects) of the Obligations until all of the Obligations have been paid in full, (iii) third, after the Obligations have been paid in full, the remaining amount of such Proceeds, if any, to the satisfaction of obligations secured by any subordinate security interest in or other subordinate lien on the Pledged Collateral if the Secured Party receives from the holder of the subordinate security interest or other lien an authenticated demand for Proceeds before distribution of the Proceeds is completed and (iv) in payment of any surplus to the Pledgor or other person entitled to it. To the extent permitted by applicable law, the Secured Party shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. The Secured Party shall account to the Pledgors for any surplus. The Obligors are liable for any deficiency.

(i) As an alternative to exercising the power of sale herein conferred upon the Secured Party, the Secured Party may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell Pledged Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

Section 9.04. Securities Act, etc. In view of the position of the Pledgors in relation to Pledged Collateral owned by the Pledgors, or because of other present or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such act and all such similar statutes as from time to time in effect being called the "**Federal Securities Laws**") with respect to any disposition of the Pledged Collateral permitted under this Agreement. Each Pledgor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Secured Party if the Secured Party were to attempt to dispose of all or any part of Pledged Collateral and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Secured Party in any attempt to dispose of all or part of Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Under applicable law, in the absence of an agreement to the contrary, the Secured Party might be held to have certain general duties and obligations to the Pledgors, as pledgors, to make some effort toward obtaining a fair price even though the obligations of the Pledgors may be discharged or reduced by the proceeds of a sale at a lesser price. Each Pledgor clearly understand that the Secured Party is not to have any such general duty or obligation to any Pledgor, and the Pledgors will not attempt to hold the Secured Party responsible for selling all or any part of Pledged Collateral at an inadequate price even if the Secured Party shall accept the first offer received or does not approach more than one possible purchaser. Without limiting the generality of the foregoing, the provisions of this Section would apply if, for example, the Secured Party were to place all or any part of the Pledged Collateral for private placement by an investment banking firm, or if such investment banking firm purchased all or any part of the Pledged Collateral for its own account, or if the Secured Party placed all or any part of Pledged Collateral privately with a purchaser or purchasers. The provisions of this Section will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Secured Party sells all or any part of Pledged Collateral.

Section 9.05. Registration. Each Pledgor agrees that, upon the occurrence of a default by the Pledgor under this Agreement, or any Event of Default, if for any reason the Secured Party desires to sell any of Pledged Collateral at a public sale, the Pledgors shall, at any time and from time to time, upon the written request of the Secured Party, use each Pledgor's best efforts to take or to cause the issuer of such Pledged Collateral to take such action and prepare, distribute and/or file such documents, as are required or advisable in the opinion of counsel for the Secured Party to permit the public sale of such Pledged Collateral. Each Pledgor further agrees to indemnify, defend and hold harmless the Secured Party and any underwriter from and against any and all loss, liability, expenses, costs, fees and disbursements of counsel (including, without limitation, a reasonable estimate of the cost to the Secured Party of legal counsel), and any and all claims (including the costs of investigation) which they may incur insofar as such loss, liability, expense or claim arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any respect thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to the Pledgors or any issuer of such Pledged Collateral by the Secured Party or the underwriter expressly for use therein. Each Pledgor further agrees to use its best efforts to qualify, file or register, or cause the issuer of such Pledged Collateral to qualify, file or register, any of Pledged Collateral under the Blue Sky or other securities laws of such states as the Secured Party may specify and to keep effective, or cause to be kept effective, all such qualifications, filings or registrations. The Pledgors will bear all costs and expenses of carrying out the obligations of the Pledgors obligations under this Section. The Pledgors acknowledge that there is no adequate remedy at law for failure by any Pledgor to comply with the provisions of this Section and that such failure would not be adequately compensable in damages, and therefore agree that each Pledgor's agreements contained in this Section may be specifically enforced.

Section 9.06. Immediate recourse. The Pledgor waives any right it may have of first requiring the Secured Party to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Pledgor under this Agreement. This waiver applies irrespective of any law or any provision of a Transaction Document to the contrary.

ARTICLE X
GENERAL PROVISIONS

Section 10.01. Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms hereof must be in writing and will be deemed to have been delivered: upon the later of (A) either (i) receipt, when delivered personally or (ii) one (1) Business Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same and (B) receipt, when sent by e- mail. The addresses and email addresses for such communications shall be:

If to any Pledgor, to:	SVSE LLC 9800 Quaye Side Dr Unit 105 Wellington, FL 33411 Attention: George O'Leary E-Mail: goleary@sksconsulting.us

If to the Secured Party: YA II PN, Ltd.
c/o Yorkville Advisors Global, LLC 1012 Springfield Avenue
Mountainside, NJ 07092 Attention: Mark Angelo
Telephone: 201-985-8300
Email: Legal@yorkvilleadvisors.com

or at such other address and/or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party three (3) Business Days prior to the effectiveness of such change. Written confirmation of receipt (i) given by the recipient of such notice, consent, waiver or other communication, (ii) electronically generated upon sending the e-mail or (iii) provided by a nationally recognized overnight delivery service, shall be rebuttable evidence of personal service, receipt by e-mail or receipt from a nationally recognized overnight delivery service in accordance with clause (i), (ii) or (iii) above, respectively. Notwithstanding the aforesaid procedures, any notice, request or demand upon any Pledgor in fact received by such Pledgor shall be sufficient notice or demand as to the Pledgors.

Section 10.02. Term. This Agreement shall commence with the date of this Agreement and shall continue in full force and effect and be binding upon the Pledgors until all Obligations secured by this Agreement shall have been fully paid and satisfied in full (such that there is no outstanding secured obligation), there is no commitment on the part of the Secured Party to make advances, incur obligations or otherwise give value, and the Secured Party shall have given the Pledgors written notice of the termination of this Agreement (excluding provisions that by their terms survive termination of this Agreement). The Secured Party shall not be obligated to give the Pledgors written notice of the termination of this Agreement, or to terminate any UCC financing statements or other lien filings, until all of the Obligations have been fully paid and satisfied (such that there is no outstanding secured obligation), there is no commitment on the part of the Secured Party to make an advance, incur an obligation or otherwise give value, and the Pledgors shall have given the Secured Party a written demand requesting termination of this Agreement and any UCC financing statements or other lien filings.

Section 10.03. Reinstatement. Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, if at any time any amount received by the Secured Party from any Obligor or other Person and applied to the Obligations, or applied to any indebtedness, obligations or liabilities of any Obligor under the Transaction Documents, is annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or Proceeds of any Pledged Collateral or of any other Collateral are required to be returned by the Secured Party to any Obligor, its estate, trustee, receiver, or any other party, under any bankruptcy law, state or federal law, common law or at equity, then to the extent of such payment, repayment, refund, or return, all security interests and liens and Collateral securing the Obligations shall remain in full force and effect, as fully as if such payment had never been made or, if prior to such payment, repayment, refund or return any security interest or lien granted under this Agreement, or any Collateral for the Obligations shall have been released or terminated, such security interest, lien or Collateral securing the Obligations shall be reinstated in full force and effect, and such prior release or termination shall not diminish, release, discharge, impair or otherwise affect any security interest, lien or Collateral securing the Obligations in respect of the amount of such payment, repayment, refund or return.

Section 10.04. Secured Party's Right to Release Obligors. The Secured Party from time to time may take or release other security, may release any party primarily or secondarily liable for any Obligations or other indebtedness to the Secured Party, may grant extensions, renewals or indulgences with respect to such Obligations or other indebtedness and may apply any other security therefor held by the Secured Party to the satisfaction of such Obligations or other indebtedness, all without any obligation to give the Pledgors notice of any thereof, and all without prejudice to any of the Secured Party's rights under this Agreement. Furthermore, the Secured Party from time to time may enter into amendments of Transaction Documents with any party or parties primarily or secondarily liable for the Obligations, without any obligation to give the Pledgors notice thereof, and without prejudice to any of the Secured Party's rights under this Agreement regardless of whether any Pledgor is a party to or consents to such amendments.

Section 10.05. Marshaling. The Secured Party shall not be required to marshal any present or future collateral security for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order. To the extent that it lawfully may, each Pledgor hereby agrees that the Pledgors will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or under any other Transaction Document, and, to the extent that it lawfully may, each Pledgor hereby waives the benefit of all such Laws.

Section 10.06. Amendments. Neither this Agreement nor any other Transaction Document nor any of the terms hereof or thereof may be amended, modified, changed, waived, discharged or terminated, nor shall any consent be given, unless such amendment, modification, change, waiver, discharge, termination or consent is in writing and signed by the Secured Party.

Section 10.07. Termination. The Secured Party is at all times entitled, at the cost of the Pledgors, to unilaterally terminate the pledge as envisaged by this Agreement, in whole or in part and in respect of all or only part of the secured Obligations. The Pledgor agrees in advance to any waiver of any contractual rights and obligations under or pursuant to this Agreement that the Secured Party may desire in connection with the termination of the pledge.

Section 10.08. Successors and Assigns. This Agreement shall be binding upon each Pledgor and its successors and assigns, and shall inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and the Secured Party's successors, transferees and assigns. This Agreement may not be assigned by any Pledgor without the prior written consent of the Secured Party.

Section 10.09. Additional Pledgors. It is understood and agreed that any Guarantor that desires to become a pledgor hereunder, or is required to execute a counterpart of this Agreement after the date hereof pursuant to the respective Transaction Documents, shall become a pledgor hereunder by executing a counterpart hereof and delivering same to the Secured Party, or by executing a joinder to this Agreement,

(y) delivering supplements to the schedules attached hereto as are necessary to cause such schedules to be complete and accurate with respect to such additional pledgor on such date, and (z) taking all actions as specified in this Agreement as would have been taken by such pledgor had it been an original party to this Agreement, in each case with all documents required above to be delivered to the Secured Party and with all documents and actions required above to be taken to the reasonable satisfaction of the Secured Party.

Section 10.10. Severability. Any provision of this Agreement, or of any other Transaction Document, that is prohibited by, or unenforceable under, the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, each Pledgor hereby waives any provision of law which renders any provision of this Agreement or any other Transaction Document prohibited or unenforceable in any respect.

Section 10.11. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (for example, ".pdf" or "tif") format by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. Signature pages may be detached from separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this executed Agreement.

Section 10.12. Electronic Signatures. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 10.13. Filing and Recording. In addition to the Secured Party's right to file UCC financing statements, the Secured Party is authorized and entitled to file, record or register this Agreement (or a photocopy of this Agreement) and other security interest or lien notices with any governmental authority to give notice of, and to further the legal operation and effect of, and perfect the interests of the Secured Party under, this Agreement. Within ten (10) days after the Secured Party's request from time to time, the Pledgors shall pay all of the Secured Party's costs and expenses (including attorney's fees, paralegal fees and other legal expenses) of preparing, filing, recording or registering this Agreement or any UCC financing statements or other security interest or lien notices related to this Agreement or the Pledged Collateral and any amendments to or continuations of any thereof.

Section 10.14. Entire Agreement. This Agreement and any Transaction Documents executed and delivered with this Agreement are a complete and exclusive expression of all the terms of the matters expressed therein, and all prior agreements, statements, and representations, whether written or oral, which relate thereto in any way are hereby superseded and shall be given no force and effect. No promise, inducement, or representation has been made to any Pledgor which relates in any way to the matters expressed in this Agreement or in any other Transaction Document executed and delivered with this Agreement, other than what is expressly stated herein and in such other Transaction Document.

Section 10.15. No Third-Party Benefit. The terms and provisions of this Agreement are for the benefit of the Secured Party and its successors and assigns, and no third party shall have any right or cause of action on account hereof.

Section 10.16. Waiver of Special and Punitive Damages. Each Pledgor hereby waives to the fullest extent permitted by law all claims to special, indirect, consequential, exemplary and punitive damages in any lawsuit or other legal action brought by any Pledgor against the Secured Party, or any of its shareholders, members, partners, directors, managers, trustees, officers, employees, agents or advisors, in respect of any claim arising under this Agreement, the other Transaction Documents, or any other agreement between the Secured Party and the Pledgors at any time, including any such agreements, whether written or oral, made or alleged to have been made at any time prior to the date hereof, and all agreements made hereafter or otherwise, or in respect of any claims arising under common law or under any statute of any state or the United States, whether any such claims be now existing or hereafter arising, now known or unknown. In making this waiver, each Pledgor acknowledge and agree that they shall not make any claim for special, indirect, consequential, exemplary or punitive damages against the Secured Party or any of its shareholders, members, partners, directors, managers, trustees, officers, employees, agents or advisors.

Section 10.17. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 10.18. No Conditions Precedent. Each Pledgor acknowledges that no unsatisfied conditions precedent to the effectiveness and enforceability of this Agreement exist as of the date of the execution of this Agreement, and that the effectiveness and enforceability of this Agreement is not in any way conditioned or contingent upon any event, occurrence, or happening, or upon any condition existing or coming into existence either before or after the execution of this Agreement.

Section 10.19. Security Interest Absolute. Each Pledgor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered, or other action taken in reliance on this Agreement, and all other demands and notices of any description. All rights of the Secured Party and liens and security interests under this Agreement, and all obligations of the Pledgors under this Agreement, shall be absolute and unconditional irrespective of: (a) any illegality or lack of validity or enforceability of any Obligations or Transaction Documents; (b) any change in the time, place or manner of payment of, or in any other term of, the Obligations, or any recission, waiver, amendment or modification of any Transaction Document or any provisions thereof, including any increase in the Obligations resulting from future advances or protective advances or any extension of additional credit or otherwise; (c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Obligations; (d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to any of the Obligations;

(e) any default, failure or delay, willful or otherwise, in the performance of the Obligations; (f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by any Pledgor against the Secured Party; or (g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering any loans or other Obligations or any existence of or reliance on any representation by the Secured Party that might vary the risk of any Pledgors or otherwise operate as a defense available to, or a legal or equitable discharge of, any Pledgor or any other grantor, pledgor, guarantor or surety.

Section 10.20. Waiver of Subrogation. Each Pledgor agrees that the Pledgors shall have no right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security, if any, for the Obligations, so long as any amounts payable to the Secured Party in respect of the Obligations shall remain outstanding. Each Pledgor further agrees that the Pledgors shall have no right of contribution nor any other recourse against any other Obligor so long as any amount payable to the Secured Party in respect of the Obligations shall remain outstanding.

Section 10.21. Further Assurances. The Pledgors shall execute and deliver to the Secured Party such further assurances and take such other further actions as the Secured Party may from time to time request to further the intent and purpose of this Agreement and the other Transaction Documents and to maintain and protect the rights and remedies intended to be created in favor of the Secured Party under this Agreement and the other Transaction Documents.

Section 10.22. Choice of Law, Venue, Jury Trial Waiver and Judicial Reference.

(a) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall, in all respects, be governed by, and construed in accordance with, the laws (excluding the principles of conflict of laws) of the State of New York (the "**Governing Jurisdiction**") (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

(b) Jurisdiction; Venue; Service.

(i) Each Pledgor hereby irrevocably consents to the non-exclusive personal jurisdiction of the state courts of the Governing Jurisdiction and, if a basis for federal jurisdiction exists, the non-exclusive personal jurisdiction of any United States District Court for the Governing Jurisdiction.

(ii) Each Pledgor agrees that venue shall be proper in any court of the Governing Jurisdiction selected by the Secured Party or, if a basis for federal jurisdiction exists, in any United States District Court in the Governing Jurisdiction. Each Pledgor waives any right to object to the maintenance of any suit, claim, action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, in any of the state or federal courts of the Governing Jurisdiction on the basis of improper venue or inconvenience of forum.

(iii) Any suit, claim, action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or tort or otherwise, brought by any Pledgor against the Secured Party arising out of or based upon this Agreement or any matter relating to this Agreement, or any other Transaction Document, or any Obligations, or any contemplated transaction, shall be brought in a court only in the Governing Jurisdiction. The Pledgors shall not file any counterclaim against the Secured Party in any suit, claim, action, litigation or proceeding brought by the Secured Party against any Pledgor in a jurisdiction outside of the Governing Jurisdiction unless under the rules of the court in which the Secured Party brought such suit, claim, action, litigation or proceeding the counterclaim is mandatory, and not permissive, and would be considered waived unless filed as a counterclaim in the suit, claim, action, litigation or proceeding instituted by the Secured Party against the Pledgor. Each Pledgor agrees that any forum outside the Governing Jurisdiction is an inconvenient forum and that any suit, claim, action, litigation or proceeding brought by any Pledgor against the Secured Party in any court outside the Governing Jurisdiction should be dismissed or transferred to a court located in the Governing Jurisdiction. Furthermore, each Pledgor irrevocably and unconditionally agrees that it will not bring or commence any suit, claim, action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Secured Party arising out of or based upon this Agreement or any matter relating to this Agreement, or any other Transaction Document, or any Obligations, or any contemplated transaction, in any forum other than the courts of the State of New York sitting in New York County, and the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such suit, claim, action, litigation or proceeding may be heard and determined in such New York State Court or, to the fullest extent permitted by applicable law, in such federal court. The Pledgors and the Secured Party agree that a final judgment in any such suit, claim, action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(iv) The Pledgors and the Secured Party irrevocably consent to the service of process out of any of the aforementioned courts in any such suit, claim, action, litigation or proceeding by the mailing of copies thereof by registered or certified mail postage prepaid, to it at the address provided for notices in this Agreement, such service to become effective thirty (30) days after the date of mailing.

(v) Nothing herein shall affect the right of the Secured Party to serve process in any other manner permitted by law or to commence legal proceedings or to otherwise proceed against any Pledgor or any other Person in the Governing Jurisdiction or in any other jurisdiction.

(c) **Waiver of Jury Trial. The Pledgors and the Secured Party mutually waive all right to trial by jury of all claims of any kind arising out of or based upon this Agreement or any matter relating to this Agreement, or any other Transaction Document, or any Obligations, or any contemplated transaction. The Pledgors and the Secured Party acknowledge that this is a waiver of a legal right and that the Pledgors and the Secured Party each make this waiver voluntarily and knowingly after consultation with counsel of its choice. The Pledgors and the Secured Party agree that all such claims shall be tried before a judge of a court having jurisdiction, without a jury.**

[The signature page follows. The remainder of this page is blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Pledgors and the Secured Party execute this Pledge Agreement as of the date first above written.

SVSE LLC

DocuSigned by:

By: George O'Leary
CFC102E8B18E45E...

Name: George O'Leary

Title: Sole Member

[*Signature Page to Pledge Agreement*]

Secured Party:

YA II PN, LTD.

BY: YORKVILLE ADVISORS GLOBAL, LP
ITS: INVESTMENT MANGER

BY: YORKVILLE ADVISORY GLOBAL II, LLC
ITS: GENERAL PARTNER

By: DocuSigned by: Michael Rosselli
31B485D8BD3A438...

Name: Michael Rosselli
Title: Partner

[*Signature Page to Pledge Agreement*]

ANNEX I

TO PLEDGE AGREEMENT

Pledgor	Type of Entity	Jurisdiction of Organization	Principal Place of Business
SVSE LLC	Limited liability company	Delaware	United States

SCHEDULE 1 TO PLEDGE AGREEMENT

(Scheduled Ownership Interests)

Part 1: Ownership Interests in corporations

Pledgors	Issuers	Issuer's Applicable Jurisdiction	Number and type of shares	Description of share certificates or uncertificated interests	Percentage Ownership Interest
SVSE LLC	Sono Group N.V.	Netherlands	3,000,000	Uncertificated high-voting shares	19.02%
SVSE LLC	Sono Group N.V.	Netherlands	17,306,251	Uncertificated ordinary shares	3.29%[1]

Part 2: Ownership Interests in limited liability companies

Pledgors	Issuers	Issuer's Applicable Jurisdiction	Number and type of interests	Description of interest certificates or uncertificated interests	Percentage Ownership Interest
SVSE LLC	SVSE LLC	Delaware	100 Membership Interests	Certificated	100%
					___%

Part 3: Ownership Interests in partnerships

Pledgors	Issuers	Issuer's Applicable Jurisdiction	Number and type of interests	Description of partnership interest certificates or uncertificated interests	Percentage Ownership Interest
					___%
					___%

Part 4: Ownership Interests in trusts

Pledgors	Issuers	Issuer's Applicable Jurisdiction	Number and type of interests	Description of beneficial interest certificates or uncertificated interests	Percentage Ownership Interest
					___%
					___%

[1] High-voting shares are entitled to 25 votes per share.

SCHEDULE 2 TO PLEDGE AGREEMENT

(Pledgor obligations to Issuers) Part 1: Pledgor obligations to corporate Issuers

Pledgors	Issuers	Pledgor's obligation, if any, to contribute cash, property, or services to the Issuer, or make loans or advances to the Issuer

Part 2: Pledgor obligations to limited liability company Issuers

Pledgors	Issuers	Pledgor's obligation, if any, to contribute cash, property, or services to the Issuer, or make loans or advances to the Issuer

Part 3: Pledgor obligations to partnership Issuers

Pledgors	Issuers	Pledgor's obligation, if any, to contribute cash, property, or services to the Issuer, or to make loans or advances to the Issuer

Part 4: Pledgor obligations to trust Issuers

Pledgors	Issuers	Pledgor's obligation, if any, to contribute cash, property, or services to the Issuer, or to make loans or advances to the Issuer

SCHEDULE 3 TO PLEDGE AGREEMENT

(Issuer Organizational Documents)

Part 1: Organizational Documents of corporate Issuers

Issuers	Issuer's Organizational Documents
Sono Group N.V.	Articles of Association of Sono Group N.V.

Part 2: Organizational Documents of limited liability company Issuers

Issuers	Issuer's Organizational Documents
SVSE LLC	Limited Liability Company Agreement, dated as of January 26, 2024

Part 3: Organizational Documents of partnership Issuers

Issuers	Issuer's Organizational Documents

Part 4: Organizational Documents of trust Issuers

Issuers	Issuer's Organizational Documents

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "**Agreement**") is made as of February 5, 2024, by and among SVSE LLC, a Delaware limited liability company and the other debtors party hereto from time to time (each, a "**Debtor**" and, together, the "**Debtors**"), with and for the benefit and security of YA II PN, Ltd. (the "**Secured Party**," which term shall include its successors and assigns). The Debtors and the Secured Party are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Sono Group N.V. (also referred to as the "**Borrower**"), and the Secured Party have entered into that certain Funding Commitment Letter, dated as of November 17, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "**Commitment Letter**"), pursuant to which the Borrower has agreed to issue to the Secured Party certain New Debentures (as defined therein) (collectively, the "**Debentures**").

B. In connection with the Debentures, each Debtor has entered into that certain Guaranty Agreement, dated as of the date hereof, in favor of the Secured Party (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**").

C. It is a condition to the Secured Party's purchase of each Debenture that the Debtors enter into this Agreement, and each Debtor has agreed to make this Agreement, for the benefit of the Secured Party, to secure all of each Debtor's obligations, indebtedness and liabilities to the Secured Party, whether now existing or hereafter created, arising or acquired.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtors make the following covenants, agreements, representations and warranties with and for the benefit and security of the Secured Party:

ARTICLE I
CONSTRUCTION AND DEFINED TERMS

Section 1.01. Recitals. The recitals to this Agreement are a material and substantive part of this Agreement. The recitals are incorporated herein and made part of this Agreement.

Section 1.02. Defined Terms. Unless otherwise defined in this Agreement:

(a) when used in this Agreement the following terms shall have the meanings ascribed to them in Article 9 as adopted and in effect in the Governing Jurisdiction on the date of this Agreement: (i) "**Accession**"; (ii) "**Account**"; (iii) "**Account Debtor**"; (iv) "**As-extracted collateral**"; (v) "**Bank**"; (vi) "**Certificate of Title**"; (vii) "**Chattel Paper**"; (viii) "**Commingled Goods**"; (ix) "**Commercial Tort Claim**"; (x) "**Commodity Account**"; (xi) "**Commodity Contract**"; (xii) "**Commodity Intermediary**"; (xiii) "**Deposit Account**"; (xiv) "**Document**"; (xv) "**Electronic Chattel Paper**"; (xvi) "**Equipment**"; (xvii) "**Farm Products**"; (xviii) "**Financing Statement**"; (xix) "**Fixture Filing**"; (x) "**Fixtures**"; (xxi) "**General Intangible**"; (xxii) "**Goods**"; (xxiii) "**Health-care-insurance receivable**"; (xxiv) "**Instrument**"; (xxv) "**Inventory**"; (xxvi) "**Investment Property**"; (xxvii) "**Letter- of-credit rights**"; (xxviii) "**Manufactured Home**"; (xxix) "**Payment Intangible**"; (xxx) "**Proceeds**"; (xxxi) "**Promissory Note**"; (xxxii) "**Record**"; (xxxiii) "**Registered Organization**"; (xxxiv) "**Software**"; (xxxv) "**State**"; (xxxvi) "**Supporting Obligation**"; and (xxxvii) "**Transmitting Utility**";

(b) when used in this Agreement the following terms shall have the meanings ascribed to them in Article 1 as adopted and in effect in the Governing Jurisdiction on the date of this Agreement: (i) "**document of title**"; (ii) "**electronic document of title**"; and (iii) "**tangible document of title**";

(c) when used in this Agreement the following terms shall have the meanings ascribed to them in Article 8 as adopted and in effect in the Governing Jurisdiction on the date of this Agreement: (i) "**Certificated Security**"; (ii) "**Financial Asset**"; (iii) "**Securities Account**"; (iv) "**Security**"; (v) "**Security Entitlement**"; and (vi) "**Uncertificated Security**";

(d) capitalized terms used in this Agreement that are not defined in this Agreement but are defined in the Commitment Letter, the Debentures or the Guaranty, shall have the meanings given to such terms in the Commitment Letter, the Debentures or the Guaranty, as the case may be; and

(e) the following capitalized terms used in this Agreement shall have the following meanings:

"**Acceptable Bailee**" A Bailee that is acceptable to the applicable Debtor and the Secured Party.

"**Affiliate**" As to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, by agreement or otherwise.

"**Applicable Jurisdiction**" For any Person (other than an individual), the State or other jurisdiction under the laws of which such Person is formed, organized, created or incorporated, as the case may be.

"**Article 1**" Article 1 (or Chapter 1, Division 1 or Title 1, as the case may be) of the UCC, also known and cited as Uniform Commercial Code – General Provisions, as adopted and in effect in the Governing Jurisdiction from time to time.

"**Article 5**" Article 5 (or Chapter 5, Division 5 or Title 5, as the case may be) of the UCC, also known and cited as Uniform Commercial Code – Letters of Credit, as adopted and in effect in the Governing Jurisdiction from time to time.

"**Article 7**" Article 7 (or Chapter 7, Division 7 or Title 7, as the case may be) of the UCC, also known and cited as Uniform Commercial Code – Documents of Title, as adopted and in effect in the Governing Jurisdiction from time to time.

"**Article 8**" Article 8 (or Chapter 8, Division 8 or Title 8, as the case may be) of the UCC, also known and cited as Uniform Commercial Code – Investment Securities, as adopted and in effect in the Governing Jurisdiction, or in any Applicable Jurisdiction, from time to time.

"**Article 9**" Article 9 (or Chapter 9, Division 9 or Title 9, as the case may be) of the UCC, also known and cited as Uniform Commercial Code – Secured Transactions, as adopted and in effect in the Governing Jurisdiction from time to time.

"**Bailee**" Any warehouseman, storage facility operator, processor or other Third Party that is in possession of any of the Collateral.

"**Bailee Agreement**" A written agreement, in form and substance satisfactory to the Secured Party, made for the benefit of the Secured Party, and executed and delivered by a Bailee, a Debtor and the Secured Party, with respect to any bailment or other arrangement under which Collateral is held by such Bailee, (a) pursuant to which agreement (i) the Bailee acknowledges that it has been notified by the Secured Party that the Secured Party has a security interest in any Goods accepted by the Bailee from the Debtor at any time, (ii) the Bailee acknowledges that the Bailee holds possession of the Collateral for the Secured Party's benefit and, as to Collateral to be received by the Bailee in the future, the Bailee will hold possession of such Collateral for the Secured Party's benefit, (iii) the Bailee, on terms satisfactory to the Secured Party, either waives any security interest or lien that the Bailee may have in or on any of the Collateral, or, if subordination is acceptable to the Secured Party, the Bailee subordinates any such security interest or lien to the Secured Party's security interest in the Collateral, (iv) if the Bailee is a warehouse, the Bailee agrees that all Goods accepted by the Bailee from the Debtor at any time will be evidenced by non-negotiable warehouse receipts and that none of the Goods accepted by the Bailee from the Debtor at any time will be evidenced by a negotiable warehouse receipt, (v) the parties agree that upon the Secured Party's request, the Bailee shall issue and deliver such non-negotiable warehouse receipts to the Secured Party, (vi) the Bailee agrees that it will, upon the Secured Party's written request, provide the Secured Party with copies of the Bailee's agreements, warehouse receipts, account statements, inventories and other records and information pertaining to the Collateral, (vii) the Bailee and the Debtor agree that upon notification from the Secured Party to the Bailee that the Secured Party is exercising exclusive control of the Collateral, the Bailee shall comply exclusively with the Secured Party's instructions with regard to the handling, storage, repair, processing, assembly, completion, packaging, removal, relocation, delivery and shipment of the Collateral, and (viii) the Secured Party is permitted to have access to and to take possession of the Collateral or otherwise remove such Collateral from the possession of the Bailee, and (b) which written agreement shall contain such other provisions as the Secured Party may require.

"**Bailment Agreement**" Any agreement between a Debtor and a Bailee that is in possession of any Collateral, which agreement evidences the terms under which such Bailee is in possession of such Collateral.

"**Board of Directors**" With respect to (a) a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board; (b) a limited partnership, the board of directors of the general partner of the partnership; (c) a limited liability company, the managing member or managing members or any controlling committee of the managing members thereof, such as a board of managers; and (d) any other Person (including any partnership with a general partner that does not have a Board of Directors), the board, committee or trustee(s) of such Person serving a similar function.

"**Collateral**" As defined in Section 2.01 of this Agreement.

"**Collateral Account**" A Deposit Account that is either (a) maintained with the Secured Party, if the Secured Party is a Bank, (b) subject to a written deposit account control agreement by and among a Debtor, the Secured Party and the Bank with which the Deposit Account is maintained, which deposit account control agreement shall contain such provisions as the Secured Party may deem necessary or appropriate for the perfection of the Secured Party's first priority security interest in the Collateral Account by control and for the protection of the Secured Party's rights to the Collateral, or (c) a Deposit Account with respect to which the Secured Party is the Bank's customer.

"**Collateral Debtor**" Each Account Debtor with respect to any Collection Collateral that is an Account, Chattel Paper or General Intangible, and each Person obligated to any Debtor with respect to any Collection Collateral other than an Account, Chattel Paper, or General Intangible.

"**Collateral Report**" A written report prepared by a Debtor and furnished to the Secured Party, which report shall (a) be in a form satisfactory to the Secured Party, (b) furnish such information regarding the Collateral as may be requested by the Secured Party (or as the Debtor may otherwise be required to furnish to the Secured Party), (c) be executed by a Responsible Officer, and (d) be certified by such Responsible Officer as containing information that is true, accurate and complete.

"**Collection Collateral**" Accounts, Chattel Paper, General Intangibles, Instruments, Documents, Investment Property, Letter-of-credit rights, Commercial Tort Claims and Supporting Obligations, and any other Collateral that constitutes or includes an obligation to make a payment to any Debtor.

"**Control Collateral**" Deposit Accounts, Investment Property, Letter-of-credit rights, Electronic Chattel Paper and other Collateral as to which a security interest therein may be perfected by control in accordance with the UCC.

"**Default**" An event, occurrence, circumstance, act or failure to act which (a) constitutes an Event of Default or (b) with the giving of notice and/or the passage of time would become an Event of Default.

"**Designated Location**" As defined in Section 4.09 of this Agreement.

"**Disposition**" As defined in Section 5.03 of this Agreement.

"**Equity Interests**" As to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"**Event of Default**" As defined in Section 6.01 of this Agreement.

"**Governing Jurisdiction**" As defined in Section 8.20 of this Agreement.

"**Indebtedness**" As applied to any Person, any of the following: (a) any obligations or indebtedness in respect of loans or other money borrowed, including any obligations or indebtedness evidenced by notes, certificates, bonds, debentures or other debt instruments; (b) any obligations or indebtedness on which interest is accrued or charged; (c) any obligations or indebtedness, whether liquidated, contingent or otherwise, as an account party or applicant under or in respect of any acceptances, letters of credit, bank guarantees, surety bonds or similar arrangements; (d) any obligations or indebtedness to pay the deferred purchase price of Property or services; (e) any obligations or indebtedness in respect of capital leases; (f) any obligations or indebtedness secured by a security interest or other lien on such Person's Property regardless of whether such Person is liable for such obligation or indebtedness (and even though the rights of the holder of such obligation or indebtedness in the event of default may be limited to repossession or sale of such Property); (g) any obligations or indebtedness under any interest rate swap, collar or cap agreements, interest rate forward, future or option contracts, currency swap agreements, currency cap or collar agreements, cross-currency rate swap agreements, currency forward, future or option contracts, commodity price protection agreements or other commodity price hedging agreements, and other similar agreements, including any agreement, contract or transaction that is or constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act, 7 U.S.C. §1, et seq., as amended from time to time; and (h) all of such Person's obligations or indebtedness as a guarantor, surety, or accommodation party of items of another Person that as to such other Person would constitute Indebtedness of such other Person under the preceding clauses of this definition.

"**Items of Payment**" Any checks, drafts, cash, money, funds and other remittances of payment of, or on account of, any Collection Collateral, or received as Proceeds of the sale or other Disposition of any of the Debtor's Property or as payment for any services rendered by the Debtor to any Person or as proceeds of insurance.

"**Laws**" All federal, state, county, local, district, territorial, foreign or international statutes, treaties, conventions, rules, regulations, guidelines, ordinances, codes, administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority (or any branch, department, agency, board, commission, bureau, unit, office or instrumentality thereof) charged with the enforcement, interpretation or administration thereof, and all judicial or administrative judgments, orders, decisions, decrees, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"**Legal Requirements**" With respect to any Person, (a) all Laws applicable to such Person or such Person's Property, business or other activities and (b) any concessions, grants, franchises, licenses, permits and other agreements or contractual obligations, with, of or from any government or Governmental Authority, in each case whether or not having the force of law.

"**Lien Proceedings**" Any action taken (including self-help) or proceeding (judicial or otherwise) commenced by any Person other than the Secured Party for the purpose of enforcing or protecting any actual or alleged security interest in, or other lien on, any of the Collateral, and including any foreclosure, repossession, attachment, execution or other process regarding any of the Collateral.

"**Liens**" Mortgages, defects, claims, liens, pledges, charges, taxes, rights of first refusal, encumbrances, security interests and other encumbrances.

"**Material Adverse Effect**" A material adverse effect on (a) the Collateral or any portion of the Collateral, (b) any Debtor's business, operations, condition (financial or otherwise), prospects, assets, liabilities or capitalization, (c) any Debtor's ability to pay or perform its obligations under this Agreement, or any Debtor's ability to pay or perform its obligations under any other Transaction Document, (d) the validity or enforceability of this Agreement or any other Transaction Document, (e) the existence, validity, enforceability, perfection or priority of the Secured Party's security interest in all or any part of the Collateral, or (f) any rights or remedies of the Secured Party under this Agreement or any other Transaction Document.

"**Organizational Documents**" Any of the following: (a) as to any corporation, (i) the articles of incorporation or certificate of incorporation, or similar charter document, (ii) the by-laws or similar documents, and (iii) any shareholders' agreements, voting trust agreements, or similar documents; (b) as to any limited liability company, (i) the articles of organization or certificate of formation, or similar document, (ii) the operating agreement, limited liability company agreement or similar document, and (iii) any other member agreements or voting trust agreements; (c) as to any limited partnership, (i) the certificate of limited partnership or similar document, and (ii) the partnership agreement and any similar documents; (d) as to any general partnership or joint venture, the partnership agreement or joint venture agreement and any similar documents; (e) as to any trust, (i) the certificate of trust or similar document, and (ii) the trust agreement, indenture or deed of trust and any similar documents; and (f) as to any organization not within the scope of any other clause of this definition of Organizational Documents, all agreements and other documents evidencing or otherwise relating to the incorporation, formation, organization, creation or governance of such Organization, and with respect to any documents referred to in any clause of this definition of Organizational Documents, including all amendments and supplements thereto and restatements thereof.

"**Other Lien Law**" Any statute or other law of any jurisdiction, whether federal, state, local or foreign, other than the UCC, that may govern or apply to the creation, existence, perfection, priority, preservation, registration, filing, recording, publication or enforcement of a security interest or lien in or on any of the Collateral or to the assignment or payment of any monies due thereunder or other proceeds thereof.

"**Permitted Indebtedness**" (a) Indebtedness under the Transaction Documents;

"**Property**" Any property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible, and any right, title or interest in or to property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible.

"**PTO**" The United States Patent and Trademark Office, and any successor thereto.

"**Responsible Officer**" With respect to any report or certification to be furnished by any Debtor under this Agreement, the Chief Executive Officer, the President, the Chief Financial Officer, or the Treasurer of such Debtor, or any other officer of such Debtor, named in an incumbency certificate of such Debtor delivered to the Secured Party, who in the normal performance of his or her operational responsibilities should have knowledge of the matters that are to be covered by such report or certificate and the requirements with respect thereto.

"**Restricted Payments**" As defined in Section 5.08 of this Agreement.

"**Third Party**" Any Person other than the Debtors or the Secured Party.

"**UCC**" The Uniform Commercial Code, as adopted and in effect in the Governing Jurisdiction, as it may be revised from time to time; provided that if, and to the extent that, the Uniform Commercial Code of another jurisdiction governs the perfection, the effect of perfection or non-perfection, or the priority of a security interest created under this Agreement, then the term "UCC" shall refer to the Uniform Commercial Code of such other jurisdiction to the extent applicable to the perfection, the effect of perfection or non-perfection, or the priority of such security interest.

"**United States**" The United States of America.

Section 1.03. Article and Section Headings. Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement.

Section 1.04. Other Terms. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders. The terms "**herein**," "**hereof**," "**hereto**," and "**hereunder**" and similar terms refer to this Agreement as a whole and not to any particular Article, Section, subsection or clause in this Agreement. Unless otherwise expressly limited herein (and except where used in the conjunction of time periods or where used in the context of "does not include," "shall not include," "not included" or "not including"), the terms "**include**" and "**including**," shall be read to mean "include, without limitation," or "including, without limitation," as the case may be.

ARTICLE II
SECURITY INTEREST

Section 2.01. Grant of Security Interest.

(a) To secure the full and timely payment, performance and satisfaction of the Obligations as and when due, whether as scheduled, at stated maturity, as a mandatory prepayment, on demand, by acceleration, or otherwise, including the obligations, indebtedness and liabilities of the Debtors to the Secured Party under the Transaction Documents, each Debtor hereby pledges to the Secured Party, and grants to the Secured Party a security interest in, all of such Debtor's now owned and hereafter acquired, created or arising Property described as follows (all of which Property, being referred to herein as the "**Collateral**"): (i) Accessions; (ii) Accounts; (iii) As-extracted collateral; (iv) Certificates of Title; (v) Chattel Paper in any form, including tangible Chattel Paper and Electronic Chattel Paper; (vi) each Commercial Tort Claim described below; (vii) Commingled Goods, including any product or mass that results when Goods become Commingled Goods; (viii) Deposit Accounts, Collateral Accounts and lock-boxes; (ix) Documents, including tangible documents of title, electronic documents of title and warehouse receipts; (x) Equipment; (xi) Farm Products; (xii) Financial Assets; (xiii) Fixtures; (xiv) General Intangibles, including Payment Intangibles, patents, trademarks, copyrights and mask works; (xv) Goods; (xvi) Health-care-insurance receivables; (xvii) Instruments and other Items of Payment; (xviii) Inventory; (xix) Investment Property, including Commodity Accounts, Commodity Contracts, Securities (including Certificated Securities and Uncertificated Securities), Security Entitlements and Securities Accounts; (xx) Letter-of-credit rights and Letters of Credit; (xxi) Manufactured Homes; (xxii) money; (xxiii) Promissory Notes; (xxiv) Software; (xxv) Supporting Obligations; (xxvi) Records; (xxvii) products of any of the foregoing Collateral; and (xxviii) Proceeds of any of the foregoing Collateral.

(b) The Commercial Tort Claims are set forth in Schedule 2.01(b), as may be amended from time to time.

(c) The Secured Party shall have all of the rights and remedies of a secured party under the UCC, under Other Lien Laws, and under other applicable Law and in equity, with respect to the Collateral.

(d) Notwithstanding anything to the contrary set forth in this Agreement, the Collateral shall not include any United States intent-to-use trademark application prior to filing of a statement of use pursuant to 15 U.S.C. Section 1051(d) or an amendment to allege use pursuant to 15 U.S.C. Section 1051(c), to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent- to-use trademark application under applicable federal law, provided, and it being agreed, that upon submission to and acceptance by the PTO of a statement of use or an amendment to allege use, such intent-to-use trademark application shall be considered Collateral.

Section 2.02. Perfection of Security Interests.

(a) UCC Financing Statements. The Secured Party shall be entitled to prepare and file one or more UCC financing statements, identifying the Secured Party as the secured party, and identifying the Debtors as the debtors, in such place or places as the Secured Party may deem necessary or advisable in order to perfect the Secured Party's security interests in the Collateral. Any UCC financing statement filed to perfect the Secured Party's security interests in the Collateral may, at the Secured Party's option, describe or indicate the Collateral in the manner that the Collateral is described in this Agreement, or as "all assets" of the Debtors, or as "all personal property" of the Debtors, or by any other description or indication of the Collateral that may be sufficient for a financing statement under the UCC. If the Collateral includes Goods that are or are intended to become Fixtures, then promptly upon the Secured Party's request from time to time, the Debtors, at the cost and expense of the Debtors, shall provide the Secured Party with such information as may be necessary or advisable, as determined by the Secured Party, for the purposes of (i) preparing and filing UCC financing statements as Fixture Filings with respect to any of the Collateral that is Goods that are or are to become Fixtures, and (ii) confirming the first priority of the Secured Party's Fixture Filings.

(b) Possessory Collateral. If the Collateral is of a type as to which it is necessary or advisable, as determined by the Secured Party, for the Secured Party to take possession of such Collateral in order to perfect or maintain the first priority of the Secured Party's security interest in such Collateral, or to protect the Secured Party's rights to such Collateral, then promptly upon the Secured Party's request from time to time, the Debtors shall deliver such Collateral to the Secured Party together with any indorsements or assignments requested by the Secured Party. If the Secured Party is in possession of any Collateral that is Chattel Paper or an Instrument, then as to any such Chattel Paper or Instrument, the Secured Party shall not be obligated to take any necessary steps to preserve rights against prior parties.

(c) Titled Goods. If the Collateral includes vehicles or other Goods of a type for which a certificate of title has been issued or is to be issued to any Debtor, or of a type with respect to which a filing other than a UCC financing statement is necessary in order to perfect the Secured Party's security interest in the Collateral, then upon the Secured Party's request from time to time, and at the sole cost and expense of the Debtors, the Debtors shall promptly take all actions, and shall complete, execute, deliver and file such documents, as may be necessary or advisable in the Secured Party's judgment for the purpose of perfecting the Secured Party's security interest in the Collateral, including causing the Secured Party to be identified as the first lienholder or the first secured party on the face of any certificate of title for any of the Collateral and causing the original of each certificate of title to be delivered to the Secured Party. If any Debtor fails to take such actions promptly upon the Secured Party's request, then the Secured Party is hereby authorized to take such actions in such Debtor's name, including completing, executing and filing all documents that may be necessary, and each Debtor hereby appoints the Secured Party as such Debtor's attorney-in-fact, with power of substitution, which appointment is irrevocable and coupled with an interest, for such purposes.

(d) Control Collateral. With respect to any Collateral that is a Deposit Account, a Securities Account or Control Collateral, the Debtors shall take such actions, and shall cause each applicable Third Party (for example, any applicable bank, Securities Intermediary, Commodity Intermediary, issuer of uncertificated securities, or letter of credit issuer) to take such actions as may be necessary or advisable, as determined by the Secured Party, to perfect the Secured Party's first priority security interest in such Collateral by control and to further confirm and protect the Secured Party's rights to such Collateral. Without limiting the generality of the preceding sentence, the Debtors shall execute and deliver to the Secured Party, and shall cause each applicable Third Party to execute and deliver to the Secured Party, such control agreements, control consents, and other agreements, documents and instruments, as may be requested by the Secured Party from time to time, each in form and substance satisfactory to the Secured Party, with respect to any Collateral that is Control Collateral. Upon and after the occurrence of a Default under any Transaction Document, the Secured Party shall be entitled to exercise exclusive control over any Control Collateral and shall be entitled to give any Third Party (for example, any applicable bank, securities intermediary, Commodity Intermediary, issuer of uncertificated securities, or letter of credit issuer) written notice of the Secured Party's exclusive control of any Control Collateral.

(e) Chattel Paper. Without limiting the Secured Party's right to obtain possession of any Debtor's Chattel Paper under Section 2.02(b), promptly upon the Secured Party's request from time to time, the Debtors shall mark or stamp the first page and the signature page of all of each Debtor's Chattel Paper with a legend clearly and conspicuously stating that the Chattel Paper is subject to a continuing security interest in favor of the Secured Party.

(f) Commercial Tort Claims. If any Debtor obtains any Commercial Tort Claim, or rights to any Commercial Tort Claim, the Debtors shall notify the Secured Party in writing of the Commercial Tort Claim and promptly execute and deliver to the Secured Party an amendment to this Agreement to (a) add to Schedule 2.01(b) a description of such Commercial Tort Claim that reasonably identifies such Commercial Tort Claim and (b) grant to the Secured Party a security interest in the Commercial Tort Claim. In addition, the Secured Party shall be entitled to prepare and file one or more UCC financing statements or financing statement amendments to perfect such security interest in such Commercial Tort Claim to the extent that the Secured Party may deem it necessary or advisable to file such UCC financing statements or financing statement amendments.

Section 2.03. Collateral Accounts. The Debtors shall cause all payments that are proceeds of any of the Collateral, whether such payments are in the form of cash, funds, checks or other forms of payment, to be (a) paid directly to a Collateral Account, or (b) deposited in the form received (together with any necessary indorsement) directly to a Collateral Account within one (1) Business Day after any Debtor's receipt of such payments. No Debtor shall establish or maintain a Deposit Account that is not a Collateral Account; and no Debtor shall establish or maintain a Securities Account that is not subject to a securities account control agreement. Upon and after the occurrence of a Default, the Secured Party shall be entitled to exercise exclusive control over the Collateral Accounts (and notify any applicable Bank thereof), direct the disposition of funds in the Collateral Accounts, and apply any funds in the Collateral Accounts toward payment of the Obligations.

Section 2.04. Collection Collateral. Prior to the occurrence of a Default, and until notified of the revocation of such privilege by the Secured Party upon and after the occurrence of a Default, the Debtors shall be privileged to collect the Collection Collateral. After the occurrence of a Default, the Secured Party may revoke any Debtor's privilege to collect the Collection Collateral by giving such Debtor written notice of such revocation, or by notifying any Collateral Debtor of the Secured Party's interest in the Collection Collateral or notifying any Collateral Debtor to make payments on the Collection Collateral directly to the Secured Party. If the Secured Party revokes any Debtor's privilege to collect the Collection Collateral, the Debtors shall not collect the applicable Debtor's Collection Collateral without the Secured Party's prior written consent, and any payments that any Debtor receives in respect thereof shall promptly (and in any event within one (1) Business Day after any Debtor's receipt thereof) be delivered to the Secured Party in the form received, together with any necessary indorsement, to be held by the Secured Party as part of the Collateral or applied toward payment of the Obligations, in the Secured Party's discretion, and until so delivered to the Secured Party such payments shall be segregated from other funds of the Debtors and shall be held by the Debtors in trust for the sole benefit of the Secured Party. The Secured Party may at any time in the Secured Party's own name or in the name of any Debtor communicate with Collateral Debtors to verify to the Secured Party's satisfaction, the existence, amount and terms of the Collection Collateral.

Section 2.05. Power of Attorney. Each Debtor hereby appoints the Secured Party as such Debtor's attorney-in-fact, with power of substitution, which appointment is irrevocable and coupled with an interest, to do each of the following in the name of the Debtors or in the name of the Secured Party or otherwise, for the use and benefit of the Secured Party, but at the cost and expense of the Debtors, and without notice to the Debtors: (i) notify the Collateral Debtors and insurers to make payments directly to the Secured Party; (ii) take control of the cash and non-cash Proceeds of any Collateral or insurance; (iii) renew, extend or compromise any of the Collateral or deal with the same as the Secured Party may deem advisable; (iv) release, exchange, substitute, or surrender all or any part of the Collateral; (v) remove from the Debtor's places of business any or all of the Debtor's records relating to the Collateral without cost or expense to the Secured Party; (vi) make such use of the Debtor's places of business as may be reasonably necessary to administer, control and collect the Collateral; (vii) repair, alter or supply Goods, if any, necessary to fulfill in whole or in part a purchase order or similar order of any Account Debtor; (viii) demand, collect, give receipt for, and give renewals, extensions, discharges and releases of any of the Collateral; (ix) institute and prosecute legal and equitable proceedings to enforce collection of, or realize upon, any of the Collateral; (x) settle, renew, extend, compromise, compound, exchange or adjust claims with respect to any of the Collateral or any legal proceedings brought with respect thereto; (xi) indorse the name of any Debtor upon any bank check or other item of payment relating to the Collateral or upon any proof of claim in bankruptcy against any Collateral Debtor; (xii) institute and prosecute legal and equitable proceedings to reclaim any of the Goods sold to any Account Debtor obligated on an Account at a time when such Account Debtor was insolvent; and (xiii) receive and open all mail addressed to any Debtor and notify the postal authorities to change the address for the delivery of mail to any Debtor to such address as the Secured Party may designate. The Secured Party agrees that it shall not exercise any power or authority granted under this power of attorney unless a Default has occurred. The power of attorney given to the Secured Party in this Section is in addition to any other power of attorney that may be granted to the Secured Party under this Agreement or any other Transaction Document. Neither the Secured Party nor any of the Secured Party's affiliates, owners, directors, managers, officers, employees, agents or representatives shall be responsible or liable to any Debtor for any act or failure to act under any power of attorney or otherwise, except in respect of damages attributable solely to its or their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction, nor shall they be responsible or liable for any indirect, special, consequential, exemplary or punitive damages of any kind.

Section 2.06. Powers for Secured Party's Benefit. The powers conferred on the Secured Party under this Agreement are solely to protect the Secured Party's interest in the Collateral and shall not impose any duty upon the Secured Party to exercise such powers. The Secured Party shall be accountable only for amounts that the Secured Party actually receives as a result of the exercise of such powers, and neither the Secured Party nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act hereunder. The Secured Party has no obligation to preserve rights to the Collateral against any other Persons.

Section 2.07. Collateral in Secured Party's Possession. The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of Collateral in its possession shall be to deal with such Collateral in the same manner as the Secured Party deals with similar Property for its own account. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own Property.

Section 2.08. Other Lien Laws. Without limiting the legal operation and effect of any other provision of this Agreement or any other Transaction Document, if (a) any of the Collateral is a type of Property as to which the creation, existence, perfection, priority, preservation, registration, filing, recording, publication or enforcement of a security interest or other lien therein or thereon, or the Secured Party's right to receive monies or other proceeds thereof or therefrom, is or may be subject to or governed by any Other Lien Law, whether in addition to the UCC or other than the UCC, or (b) any of the Collateral is or may be deemed to be subject to an Other Lien Law based on (i) the location of such Collateral, (ii) the law governing the creation or existence of such Collateral, (iii) the identity or location of any Debtor or the jurisdiction where any Debtor is incorporated, organized or formed, (iv) the identity or location of any Collateral Debtor or the jurisdiction where any Collateral Debtor is incorporated, organized or formed, or (v) any other facts or circumstances, then promptly upon the Secured Party's request, and at the cost and expense of the Debtors, the Debtors shall execute and deliver to the Secured Party such collateral documents, and other further assurances, and take such other further actions, as the Secured Party may from time to time request to effect and confirm the creation, existence, perfection, priority, preservation, registration, filing, recording and enforceability of the Secured Party's security interest and lien in and on such Collateral, and the Secured Party's right to receive monies and other proceeds thereof or therefrom, in accordance with such Other Lien Law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Each Debtor makes the following representations and warranties to the Secured Party as of the date of this Agreement and as of each Funding Date:

Section 3.01. Organization, Power and Authority. Each Debtor (a) is (i) a corporation, limited liability company, limited partnership or statutory trust duly organized or formed, and validly existing and in good standing under the Laws of the jurisdiction specified in Schedule 3.01 and (ii) a Registered Organization and (b) has the corporate, limited liability company, limited partnership or trust power and authority to execute, deliver, and perform its obligations under, this Agreement. Each Debtor's chief executive office is located at the address specified in Schedule 3.01.

Section 3.02. Execution, Delivery and Enforceability. The execution and delivery of this Agreement by each Debtor have been duly authorized by all requisite corporate, limited liability company, limited partnership or trust action, as applicable. This Agreement has been duly and validly executed and delivered by each Debtor. This Agreement constitutes each Debtor's legal, valid and binding obligation, enforceable against each Debtor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity.

Section 3.03. Consents and Approvals. The execution, delivery and performance of this Agreement by the Debtors do not require the consent or approval of any Person (other than any such irrevocable and unconditional consent or approval that the Debtors have obtained in writing prior to the execution of this Agreement) and will not (a) contravene any provision of law, or any order of any court or other agency of government binding upon any Debtor or any Debtor's Property, (b) contravene, be in conflict with or result in the breach or default of (with due notice or lapse of time or both) the charter, bylaws, operating agreement, partnership agreement or other Organizational Documents of any Debtor, (c) contravene, be in conflict with, result in the breach or default of (with due notice or lapse of time or both) any indenture, agreement or other instrument binding upon any of the Debtors or their Property, or (d) result in the creation or imposition of any lien or security interest upon any Property of any of the Debtors, other than any lien or security interest in favor of the Secured Party under this Agreement.

Section 3.04. Transmitting Utility. None of the Debtors is a Transmitting Utility.

Section 3.05. Investment Company Act. None of the Debtors is an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

Section 3.06. Compliance with Legal Requirements. Each Debtor is in compliance with all Legal Requirements applicable to such Debtor or its Property, business or other activities, except where the failure to comply would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.07. Compliance with Anti-Corruption Requirements. None of the Debtors has taken, directly or indirectly, and to the knowledge of the Debtors, no director, officer, employee, agent or other Person acting on behalf of any Debtor has taken, directly or indirectly, any action that would result in a violation by such Person of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, or any other applicable anticorruption law, and the Debtor has instituted and maintain policies and procedures designed to ensure continued compliance therewith.

Section 3.08. Compliance with OFAC. None of the Debtors is, and to the knowledge of the Debtors, no director, officer, employee, agent or other Person acting on behalf of any Debtor is, an individual or entity that is, or that is owned or controlled by Persons that are: (i) the subject or target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom, or other relevant sanctions authority (collectively, "**Sanctions**"); or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions including, without limitation, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of the Ukraine.

Section 3.09. Compliance with USA PATRIOT Act. None of the Debtors is a Person
(i) described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Section 1 of Executive Order 13224 signed on September 23, 2001, as amended, or (ii) that engages in any dealings or transactions with any such Person. Each Debtor is in compliance with the USA PATRIOT Act.

Section 3.10. Ownership of Property; Priority of Security Interest. Each Debtor is the sole and exclusive owner of, and has good and merchantable title to, the entire and unencumbered right, title and interest in the Collateral in which it has granted a security interest under this Agreement, free from any lien, security interest, adverse claim or encumbrance other than those created under this Agreement in favor of the Secured Party. Each Debtor has the right, power and authority to pledge and assign the Collateral that it has pledged and assigned under this Agreement, and to grant a security interest in the Collateral in which it has granted a security interest under this Agreement, to the Secured Party in the manner done under this Agreement. This Agreement creates for the Secured Party a valid and enforceable security interest in the Collateral, securing the full and timely payment, performance and satisfaction of the Obligations, and each Debtor's indebtedness, obligations and liabilities under the Transaction Documents, which security interest, when perfected, shall constitute a first priority perfected security interest in favor of the Secured Party. Each Debtor hereby warrants and shall defend the title to the Collateral, whether now owned or hereafter acquired, unto and for the benefit of the Secured Party and the Secured Party's successors and assigns, against all liens, security interests, adverse claims, encumbrances and demands of any Person whatsoever.

ARTICLE IV
AFFIRMATIVE COVENANTS

The Debtors covenant and agree as follows for the benefit and security of the Secured Party:

Section 4.01. Existence; Qualification. Each Debtor shall do all things necessary to maintain its legal existence in its Applicable Jurisdiction. Each Debtor shall maintain its legal status and qualification to do business in each jurisdiction where it is required to register or qualify to do business, except where the failure to do so would not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.02. Compliance with Laws. Each Debtor, at the cost and expense of the Debtors, shall, own, register, title, hold, handle, use, operate, maintain, repair, replace, assemble, package, store, transport, ship, sell and lease the Collateral in compliance with all applicable Laws, and shall obtain and maintain all necessary licenses, permits and other governmental authorizations for such purposes. The preceding sentence shall not be construed as permitting or authorizing any Debtor to sell or lease any of the Collateral.

Section 4.03. Taxes, Assessments, Charges and Other Impositions. The Debtors shall pay and discharge promptly, on or before the due date thereof, all taxes, assessments, charges, and other impositions imposed by any Governmental Authority on the Debtors, or on the Collateral, relating to the creation, acquisition, ownership or use of the Collateral, or relating to any sale, lease, license or other disposition of the Collateral.

Section 4.04. Collateral Records. Each Debtor shall keep and maintain at its chief executive office current, complete and accurate books and records concerning the Collateral. The Secured Party shall have unrestricted access to each Debtor's places of business during normal business hours and after notice to the applicable Debtor, or at any time and without notice to any Debtor after the occurrence of a Default, for the purpose of inspecting, verifying and auditing the Collateral and inspecting, copying, verifying and auditing the applicable Debtor's books and records concerning the Collateral.

Section 4.05. Collateral Reports. Within ten (10) days after the Secured Party's written request from time to time, the Debtors shall furnish to the Secured Party Collateral Reports including such information regarding the Collateral as the Secured Party may request.

Section 4.06. Costs and Expenses. Within ten (10) days after the Secured Party's request from time to time, the Debtors shall pay (or provide the Secured Party with sufficient funds for the payment of), or reimburse the Secured Party for payment of, the Secured Party's costs and expenses, including the Secured Party's attorney's fees, paralegal fees and other legal expenses, incurred for (a) the negotiation and preparation of this Agreement, other Transaction Documents and other related documents, and diligence related thereto, (b) review and negotiation of opinion letters, reliance letters and the like, (c) public record searches and search reports and the review thereof and review of documents of record, (d) the closing of loans and other transactions under the Transaction Documents or otherwise related to the Obligations, (e) the perfection of the Secured Party's security interests in the Collateral, (f) the establishment, maintenance and defense of the first priority of the Secured Party's security interest in the Collateral, (g) the enforcement of the Secured Party's security interest in the Collateral; and (h) the enforcement of the Secured Party's rights and remedies under this Agreement and the other Transaction Documents, including collecting the Obligations and collecting, possessing, storing, transporting, insuring, marketing and selling Collateral.

Section 4.07. Notice of Default. The Debtors shall give the Secured Party written notice of any Default or Event of Default within two (2) Business Days after the occurrence of such Default or Event of Default.

Section 4.08. Notice of Lien Proceedings. The Debtors shall give the Secured Party immediate written notice of any Lien Proceeding relating to the Collateral or any thereof. If any Lien Proceeding is commenced relating to the Collateral or any thereof, the Debtors shall promptly give the Secured Party such information, and copies of any documentation, relating to such Lien Proceeding as the Secured Party may request from time to time.

Section 4.09. Location of Collateral. The Debtors shall keep and maintain all of the Collateral at the Debtors' places of business specified in Schedule 4.09 (the "**Designated Locations**") at all times.

Section 4.10. Maintenance. The Debtors shall, at the cost and expense of the Debtors, maintain each Debtor's Inventory in good and merchantable condition. The Debtors shall, at the cost and expense of the Debtors, maintain each Debtor's Equipment and Fixtures in good repair and condition, normal wear and tear excepted, and shall provide all maintenance and service and make all repairs and replacements as necessary for such purposes. If parts or accessories forming part of the Collateral become worn out, lost, destroyed, damaged beyond repair or otherwise permanently rendered unfit for use, the Debtors, at the cost and expense of the Debtors, shall promptly replace such parts or accessories or cause the same to be replaced by replacement parts or accessories which are free and clear of all security interests or liens (other than the security interest in favor of the Secured Party) and have a value and utility at least equal to the parts or accessories replaced. All accessories, parts and replacements that are added to or become attached to the Collateral, shall immediately and without further action be deemed incorporated in the Collateral and subject to the security interest granted by the Debtors to the Secured Party in this Agreement.

Section 4.11. Insurance. Without limiting any requirement for the Debtors to maintain insurance under any other Transaction Document, the Debtors shall at all times maintain all-risk insurance covering each Debtor's Equipment, Fixtures, Inventory and other tangible Collateral for full replacement value thereof, and commercial general liability insurance, product liability insurance, workers compensation insurance, and business interruption insurance, each in such amounts and from insurance companies as are acceptable to the Secured Party. All insurance for loss or damage shall provide that losses, if any, shall be payable to the Secured Party, and such policies shall contain, or such insurers shall otherwise provide to the Secured Party, waivers of subrogation in favor of the Secured Party in form and substance satisfactory to the Secured Party. The Debtors shall pay the premiums for all insurance and deliver to the Secured Party certificates of insurance or other evidence satisfactory to the Secured Party of such insurance coverage. All such insurance shall (a) name the Secured Party under this Agreement as loss payee (to the extent covering risk of loss or damage to tangible property) and as an additional insured as its interests may appear (to the extent covering any other risk), (b) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Secured Party of written notice thereof, (c) provide that the coverage of the Secured Party shall not be terminated, reduced or affected in any manner regardless of any breach or violation by any Debtor of any warranties, declarations or conditions of such insurance policy or policies, and (d) be reasonably satisfactory in all other respects to the Secured Party. The proceeds of such insurance payable as a result of loss of or damage to any of the Collateral shall be applied, at the Secured Party's option and in the Secured Party's discretion, toward (a) the replacement, restoration or repair of the Collateral which may be lost, stolen, destroyed or damaged, or (b) payment of the Obligations. Each Debtor irrevocably appoints the Secured Party as the Debtor's attorney-in-fact to make claim for, receive payment of, and execute and indorse all documents, checks, drafts and other items of payment received in payment for loss or damage under any of said insurance policies, and any such payments received by any Debtor shall be held in trust for the benefit of the Secured Party until delivered to the Secured Party and shall be promptly (and in any event within one Business Day after any Debtor's receipt thereof) delivered by the Debtors to the Secured Party in the form received, but with any necessary indorsements. Upon the Secured Party's request, the Debtors shall provide the Secured Party with written evidence reasonably satisfactory to the Secured Party that such insurance coverage is in effect and that all premiums for such insurance coverage have been paid.

Section 4.12. Bailment Agreements. Promptly upon the Secured Party's request from time to time, the Debtors shall furnish to the Secured Party copies of each Bailment Agreement pursuant to which any of the Collateral is held by a Bailee. Each Debtor shall timely and fully pay and perform its monetary and other obligations under its Bailment Agreements, and at the Secured Party's request shall provide evidence of the Debtors having done so.

Section 4.13. Bailee Agreements. Prior to giving any Bailee possession of any Goods, the Debtors shall furnish to the Secured Party a written Bailee Agreement satisfactory to the Secured Party executed by the Debtors and such Bailee. Upon and after the occurrence of a Default under any Transaction Document, the Secured Party shall be entitled to exercise exclusive control over any Goods in the possession of a Bailee, and shall be entitled to give each such Bailee written notice of the Secured Party's exclusive control of such Goods.

Section 4.14. Leases and Mortgages. Promptly upon the Secured Party's request from time to time, the Debtors shall furnish to the Secured Party copies of each lease, sublease or other occupancy agreement (each a "**Lease**"), and each mortgage, deed of trust or other security instrument, to which any Debtor is a party or is otherwise subject, relating to any real property used or occupied by any Debtor.

Section 4.15. Lien Waiver Agreements. Promptly upon the Secured Party's request from time to time, each Debtor shall furnish to the Secured Party written lien waivers, in form and substance satisfactory to the Secured Party, executed by any Third Parties (for example, owners, landlords and mortgagees) having or claiming an interest in any real property owned, leased or otherwise used or occupied by any Debtor, whereby each such Third Party shall expressly, and without cost to the Secured Party, (i) waive all of such Third Party's security interests, liens and other interests in the Collateral or, if subordination is acceptable to the Secured Party, in the Secured Party's discretion, such Third Party shall subordinate its security interests, liens and other interests in the Collateral to the Secured Party's security interest in the Collateral, and (ii) provide to the Secured Party the right to access and use such real property for purposes of storing, holding, retaking, removing, processing, maintaining, operating, marketing, selling, leasing, licensing, and otherwise disposing of such Collateral. Each Debtor shall timely and fully pay and perform its monetary and other obligations under its Leases of real property where any Collateral is located, and at the Secured Party's request will provide evidence of the Debtors having done so. Nothing in this Section shall be construed as the Secured Party's consent to any security interest, lien or other interest in the Collateral.

ARTICLE V
NEGATIVE COVENANTS

Each Debtor covenants and agrees as follows for the benefit and security of the Secured Party:

Section 5.01. Fundamental Changes. Unless otherwise expressly permitted by the Secured Party in a Transaction Document or other writing executed by the Secured Party, such Debtor shall not, nor will it permit any of its Subsidiaries to, without the Secured Party's prior written consent, (a) change its name, (b) incorporate, organize or form under the Laws of any jurisdiction other than the jurisdiction where it is incorporated, organized or formed on the date of this Agreement, (c) change or amend its charter, bylaws, operating agreement, partnership agreement or other Organizational Documents if such change or amendment could have a Material Adverse Effect; *provided,* such Debtor shall not change the rights and/or designations of the high-voting shares of the Borrower under any circumstances, (d) convert from one form of entity to another (or, if a limited liability company, create or form any series), (e) adopt or approve a plan of division, file a certificate of division, or effect a division, (f) merge, combine or consolidate with any Person, (g) enter into any partnership or joint venture, (h) liquidate, dissolve, wind up, terminate, or cease to exist, or (i) create, issue, or reclassify any of the high-voting shares of the Borrower.

Section 5.02. Location. Unless otherwise expressly permitted by the Secured Party in a Transaction Document or other writing executed by the Secured Party, such Debtors shall not (a) change the location of its chief executive office or principal place of business, or (b) other than Goods that are stored with an Acceptable Bailee that has entered into a Bailee Agreement satisfactory to the Secured Party, locate, store or maintain any of the Collateral at any location other than a Designated Location.

Section 5.03. Dispositions. Unless otherwise expressly permitted by the Secured Party in a Transaction Document or other writing executed by the Secured Party, such Debtor shall not, and shall not permit any of its Subsidiaries to, sell, assign, transfer, convey, exchange, convert, surrender, lease, license, contribute, donate, give a gift of, abandon or otherwise dispose of, any of the Collateral or any other Property of any Debtor (each of the foregoing a "**Disposition**") other than, with respect to any Debtor (a) Dispositions of Equipment that is obsolete and no longer useful in the Debtor's business, and (b) sales of Inventory in the ordinary course of the Debtor's business to buyers that are not Affiliates of the Debtor.

Section 5.04. Liens. Unless otherwise expressly permitted by the Secured Party in a Transaction Document or other writing executed by the Secured Party, such Debtor shall not, and shall not permit any of its Subsidiaries to, create, incur, assume, or suffer to exist any security interest in, or any pledge, assignment or hypothecation of, or any other lien or encumbrance on, any Property of such Debtor or Subsidiary other than, with respect to such Debtor or Subsidiary, (a) security interests in favor of the Secured Party, (b) customary cash security deposits required under arms-length leases of real property under which such Debtor or Subsidiary is the tenant and the landlord is not an Affiliate of the Debtors or their Subsidiaries, (c) workers', mechanics', artisans', carriers', or warehousemen's liens arising in the ordinary course of such Debtor's or Subsidiary's business securing amounts not yet due and payable, (d) pledges or deposits securing the Debtor's or Subsidiary's obligations under workmen's compensation, unemployment insurance, social security or public liability laws or similar legislation, (e) pledges or deposits securing bids, tenders or contracts (other than (i) contracts for the payment of money and (ii) leases) to which such Debtor or Subsidiary is a party, provided that such pledges, deposits, bids, tenders and contracts are made in the ordinary course of such Debtor's or Subsidiary's business, (f) zoning restrictions, easements, licenses, reservations, covenants, conditions or other restrictions on the use of real property or other minor irregularities in title (including leasehold title), so long as the same do not, in the aggregate, materially impair the present use, value or marketability of any real property, leases or leasehold interests to which they apply, and (g) liens for taxes or assessments or other governmental charges or impositions (i) if such taxes, assessments, charges or impositions are not yet due and payable, or (ii) if (A) the validity of such taxes, assessments, charges or impositions is being contested by such Debtor or Subsidiary in good faith by appropriate proceedings, (B) such Debtor or Secured Party shall have set aside on its or their books adequate reserves as required by GAAP with respect to each such tax, assessment, charge or imposition being so contested, (C) the nonpayment of such taxes, assessments, charges or impositions does not create or result in a lien on, or impair the value of, any Collateral, and (D) no Default or Event of Default shall have occurred and be continuing.

Section 5.05. Lien Notices. Unless otherwise expressly permitted by the Secured Party in a Transaction Document or other writing executed by the Secured Party, no Debtor shall, and shall not permit any of its Subsidiaries to, (a) authorize, permit, or suffer to exist, any filing, recording, or registration of any UCC financing statement, security interest, mortgage or other lien against such Debtor or Subsidiary or any Property of such Debtor or Subsidiary, or fail to have any such UCC financing statement, security interest, mortgage or other lien terminated of record and in fact, other than any thereof filed, recorded or registered in favor of the Secured Party, or (b) enter into, or suffer to exist, any control agreement, blocked account agreement or comparable agreement, or any control consent, with respect to any of such Debtor's or Subsidiary's deposit accounts, securities accounts, commodity accounts, other financial accounts, or securities, or letter-of-credit rights, other than any such agreement or consent that is in favor of the Secured Party.

Section 5.06. Discounts. Unless otherwise expressly permitted by the Secured Party in a Transaction Document or other writing executed by the Secured Party, such Debtor shall not, and shall not permit any of its Subsidiaries to, grant or agree to any reduction, discount, rebate, refund or adjustment that would reduce the amount that any Collateral that such Debtor or Subsidiary or other Person that is obligated for the payment or performance of any Collateral is obligated to pay to any Debtor or any Subsidiary, other than normal and customary trade discounts for prompt payment.

Section 5.07. Indebtedness.

(a) Such Debtor will not, nor will it permit any of its Subsidiaries to, create, incur, assume, guarantee or suffer to exist any Indebtedness, except Permitted Indebtedness.

(b) Other than any obligations, indebtedness and liabilities of the Debtors under the Transaction Documents, no Debtor shall, nor will it permit any of its Subsidiaries to, repay any Permitted Indebtedness other than in accordance with the payment schedule of such Permitted Indebtedness as in effect on the date hereof, and no Debtor shall, nor will it permit any of its Subsidiaries to, make any voluntary or optional prepayment of any Permitted Indebtedness.

Section 5.08. Restricted Payments. Such Debtor will not, and will not permit any of its Subsidiaries to, (i) pay any dividend, or make any other distribution, payment or advance, to any holder of, or otherwise in respect of any Equity Interest of such Person, (ii) redeem, repurchase or purchase any Equity Interest in such Person, or (iii) prepay, redeem, repurchase, purchase, or maintain any sinking fund or other fund for the payment of, any indebtedness of such Person that is or may be convertible into any Equity Interest in such Person (items (i)-(iii), "**Restricted Payments**").

Section 5.09. Investments.

(a) Such Debtor will not, and will not permit any of its Subsidiaries to, directly or indirectly, (i) make any loan or advance to, or purchase any promissory note or other debt instrument from, any Person, (ii) purchase or otherwise acquire any share of stock, membership interest, partnership interest, beneficial interest, warrant or other Equity Interest in any Person, or (iii) make any capital contribution to any Person, except: (a) investments held by such Debtor or such Subsidiary in the form of cash or cash equivalents; (b) investments in Subsidiaries in existence on the date hereof and listed on Schedule 5.09; (c) investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss; and (d) investments consisting of the indorsement by such Debtor or such Subsidiary of negotiable instruments payable to such Person for deposit or collection in the ordinary course of business.

(b) Such Debtor will not, and will not permit any of its Subsidiaries to, (i) purchase or otherwise acquire all or substantially all of the assets of any Person, or a line of business of any Person, in one or more transactions, (ii) merge or consolidate with any Person, (iii) enter into any partnership or joint venture, or (iv) form or acquire any Subsidiary.

Section 5.10. Transactions with Affiliates. Without the prior written consent of the Secured Party, such Debtor will not, and will not permit any of its Subsidiaries to, enter into any transaction of any kind with any Affiliate or related-party of the Borrower or the Debtors, whether or not in the ordinary course of business; provided that the foregoing restriction shall not apply to transactions (a) between or among the Debtors or (b) as contemplated by the Transaction Documents.

Section 5.11. Certain Restrictive Agreements. Such Debtor will not, and will not permit any of its Subsidiaries to, enter into any agreement (other than any Transaction Document) that, directly or indirectly, limits the ability of (a) any Subsidiary to make Restricted Payments to the Borrower or the Debtors or to otherwise transfer property to the Borrower or Debtors, (b) any Subsidiary to guarantee Indebtedness of the Borrower or any Debtor (c) the Borrower or any Debtor or any of their respective Subsidiaries to create, incur, assume or suffer to exist Liens on property of such Person to secure the Obligations or (d) would otherwise restrict any Debtor from performing any of its obligations under the terms of any of the Transaction Documents.

Section 5.12. Changes in Nature of Business. Such Debtor will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than those businesses conducted by such Debtor and its Subsidiaries on the date hereof or any business reasonably related or incidental thereto or representing a reasonable expansion thereof.

Section 5.13. No Sale and Leaseback Transactions. Such Debtor will not, and will not permit any of its Subsidiaries to, engage in or be a party to any sale and leaseback transaction or any transaction related thereto.

Section 5.14. Equity Financing. Other than as provided by a Transaction Document, such Debtor will not, and will not permit any of its Subsidiaries to, issue or sell any Equity Interest in such Debtor or its Subsidiaries.

Section 5.15. Acquisitions. Without the prior written consent of the Secured Party, no Debtor shall, nor shall it permit any of its Subsidiaries to, (x) directly or indirectly, undertake, commit to, or engage in any acquisition, divestiture, commitment or any other similar transaction or series of related transactions, the aggregate value of which exceeds Two Hundred Fifty Thousand Dollars ($250,000.00) or (y) acquire any business or Property not used in the ordinary course of business.

Section 5.16. Equity Compensation; Management Contracts. Without the prior written consent of the Secured Party, no Debtor shall issue any equity-based compensation, including, but not limited to, any grant of stock, options, or any other incentives to any member of management (which shall include, but shall not be limited to officers, directors and other executive officers, and, for the avoidance of doubt, George O'Leary) of any Debtor or any of their respective Subsidiaries. The Secured Party reserves the right, at its sole discretion, to mandate that any such equity-based compensation be issued by, or held in, SVSE LLC. Without the prior written consent of the Secured Party, no Debtor shall enter into any contract for employment with any officer, director or other employee of any Debtor (or any of their Subsidiaries), in excess of $250,000 and/or for a term greater than one (1) year.

ARTICLE VI
EVENTS OF DEFAULT

Section 6.01. Events of Default. Each of the following events, occurrences or circumstances shall be an "**Event of Default**" under this Agreement:

(a) the occurrence of an Event of Default (as defined in any Transaction Document other than this Agreement);

(b) if any payment of principal or interest of the Obligations, or any payment of any fee, charge, royalty, premium, cost, expense, price, rent or other amount of the Obligations, is not made when due; provided that (i) if a Transaction Document expressly provides for the Secured Party to give any Debtor notice of such nonpayment, such notice shall have been given and (ii) if a Transaction Document expressly provides for a grace or cure period for such nonpayment, such nonpayment shall have continued uncured beyond the grace or cure period expressly provided in such Transaction Document;

(c) the occurrence of a breach, default or event of default, or other failure to perform, by any Debtor, not within the scope of preceding clause (b), under any Transaction Document; provided that (i) if such Transaction Document expressly provides for the Secured Party to give any Debtor a notice of such breach, default, event of default or failure, such notice shall have been given, and (ii) if such Transaction Document expressly provides for a grace or cure period for such breach, default, event of default or failure, such breach, default, event of default or failure shall have continued uncured beyond the grace or cure period expressly provided in such Transaction Document;

(d) if any confirmation, representation or warranty made by any Debtor in this Agreement, or made by any Debtor in any other Transaction Document, is breached in any material respect or is false or misleading;

(e) if any written statement (including any financial statement or tax return) of any Debtor, or any other report, certificate, or information, provided to the Secured Party by or on behalf of any Debtor (i) as a part of any request or application for a loan or other credit, (ii) as a condition or requirement of or under any Transaction Document or any Obligations, or (iii) to induce the Secured Party to take or refrain from taking any action, is incomplete in any material respect or is false or misleading;

(f) if any Debtor shall breach, default under, or fail to comply with, any covenant, agreement or other provision of this Agreement;

(g) if any Debtor fails to pay when due any obligation, indebtedness or liability (other than the Obligations) owed to any Person, or breaches, defaults or fails to comply with any other term, representation, warranty, covenant, condition or other provision applicable to such obligations, indebtedness or liability, and (i) such obligation, indebtedness or liability shall have matured or (ii) the occurrence of any such failure, breach, or default would entitle the holder of such obligation, indebtedness or liability to accelerate such obligation, indebtedness or liability or exercise any remedy with respect thereto;

(h) if a judgment or order for payment of money in excess of two hundred fifty thousand Dollars ($250,000) is entered against any Debtor and such judgment or order continues unsatisfied and unstayed for a period of thirty (30) days after the entry thereof or, if earlier, the date on which any lien may attach in respect thereof;

(i) the occurrence or commencement of any Lien Proceedings, or any other event, circumstance or proceeding that impairs, or may impair, the value of the Collateral, or the Secured Party's security interest in the Collateral, or the perfection of the Secured Party's security interest in the Collateral, or the first priority of the Secured Party's security interest in the Collateral, or the enforceability of this Agreement or any other Transaction Document against the Debtors or any other Person, as determined by the Secured Party in the Secured Party's discretion;

(j) the occurrence of any Bankruptcy Event of Default with respect to any Debtor; or

(k) the occurrence of a material adverse change in the financial or operating condition of any Debtor after the date of this Agreement, as determined by the Secured Party in the Secured Party's discretion.

ARTICLE VII
REMEDIES

Section 7.01. General Remedies. Upon and after the occurrence of any Event of Default, the Secured Party shall have all of the rights, powers and remedies available under this Agreement and the other Transaction Documents, all of the rights, powers and remedies available to a secured party under the UCC and under any Other Lien Law, and such other rights, powers and remedies as may be available to the Secured Party at law and in equity. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency, shall not affect the Secured Party's interest in the Collateral until the Obligations have been fully paid and satisfied and this Agreement has been terminated. The Debtors are liable for any deficiency.

Section 7.02. Remedies Cumulative. The Secured Party's rights, powers and remedies are cumulative and may be exercised simultaneously. No failure or delay on the part of the Secured Party in exercising any right, power or remedy under this Agreement or under any other Transaction Document, and no course of dealing between any Debtor or any other Person and the Secured Party, shall operate as a waiver of any of the Secured Party's rights, powers or remedies under this Agreement or under any other Transaction Document; nor shall any single or partial exercise of any right, power or remedy under this Agreement or under any other Transaction Document preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder. No notice to or demand on any Debtor in any circumstance shall entitle any Debtor or any other Person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Secured Party to any other or further action in any circumstances without notice or demand.

Section 7.03. Sale of Collateral. (a) Without limiting the Secured Party's right to pursue other remedies, if any Debtor defaults in any provision of this Agreement, or any other Event of Default shall have occurred and be continuing, the Secured Party may sell the Collateral, or any part thereof, at public or private sale or at any broker's board or on any securities exchange, for cash, on credit, or for future delivery, as the Secured Party shall deem appropriate. The Secured Party shall be authorized at any such sale (if the Secured Party deems it advisable to do so with respect to any Collateral) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Debtors, and each Debtor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which any Debtor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) Prior to a sale or other disposition of Collateral, the Secured Party shall give the Debtors, and any other party required under Article 9, notification as required under Article 9. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Secured Party may fix and state in the notice of such sale.

(c) The Secured Party shall not be obligated to make any sale of any Collateral if the Secured Party shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

(d) At any such sale, the Collateral, or any portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Secured Party may, in the Secured Party's discretion, determine.

(e) In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Secured Party until the sale price is paid by the purchaser or purchasers thereof, but the Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for Collateral so sold and, in case of any such failure, such Collateral may be sold again upon notification to the Debtors as set forth in this Section.

(f) At any public sale made pursuant to this Section, the Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay or appraisal on the part of any Debtor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Secured Party from any Debtor in respect of any of the Obligations as a credit against the purchase price, and the Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Debtor therefor.

(g) For purposes of any sale of Collateral under this Agreement, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof. The Secured Party shall be free to carry out such sale pursuant to such agreement, and the Debtors shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Secured Party shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full.

(h) Upon any sale of Collateral by the Secured Party (including, without limitation, a sale pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Secured Party or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of Collateral being sold, and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Secured Party or such officer or be answerable in any way for the misapplication thereof.

(i) The cash Proceeds of a sale or other disposition of Collateral by the Secured Party shall be applied in the following order: (i) first, to the costs and expenses of preparing for and conducting the sale or other disposition, including the Secured Party's attorneys' fees and other legal expenses, (ii) second, the remaining amount, if any, to the payment (in whatever order the Secured Party elects) of the Obligations until all of the Obligations have been paid in full, and (iii) third, after the Obligations have been paid in full, the remaining amount of such Proceeds, if any, to the satisfaction of obligations secured by any subordinate security interest in or other subordinate lien on the Collateral if the Secured Party receives from the holder of the subordinate security interest or other lien an authenticated demand for Proceeds before distribution of the Proceeds is completed. To the extent permitted by applicable law, the Secured Party shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. The Secured Party shall account to the Debtors for any surplus. The Debtors are liable for any deficiency.

(j) As an alternative to exercising the power of sale herein conferred upon the Secured Party, the Secured Party may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

Section 7.04. Securities Act, etc. In view of the position of the Debtors in relation to the Collateral owned by the Debtors, or because of other present or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such act and all such similar statutes as from time to time in effect being called the "**Federal Securities Laws**") with respect to any disposition of the Collateral permitted under this Agreement. Each Debtor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Secured Party if the Secured Party were to attempt to dispose of all or any part of the Collateral and might also limit the extent to which or the manner in which any subsequent transferee of any Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Secured Party in any attempt to dispose of all or part of the Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Under applicable law, in the absence of an agreement to the contrary, the Secured Party might be held to have certain general duties and obligations to the Debtors, as Debtors, to make some effort toward obtaining a fair price even though the obligations of the Debtors may be discharged or reduced by the proceeds of a sale at a lesser price. Each Debtor clearly understands that the Secured Party is not to have any such general duty or obligation to any Debtor, and the Debtors will not attempt to hold the Secured Party responsible for selling all or any part of the Collateral at an inadequate price even if the Secured Party shall accept the first offer received or does not approach more than one possible purchaser. Without limiting the generality of the foregoing, the provisions of this Section would apply if, for example, the Secured Party were to place all or any part of the Collateral for private placement by an investment banking firm, or if such investment banking firm purchased all or any part of the Collateral for its own account, or if the Secured Party placed all or any part of the Collateral privately with a purchaser or purchasers. The provisions of this Section will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Secured Party sells all or any part of the Collateral.

Section 7.05. Registration. Each Debtor agrees that, upon the occurrence of a default by any Debtor under this Agreement, or any Event of Default, if for any reason the Secured Party desires to sell any of the Collateral at a public sale, the Debtors shall, at any time and from time to time, upon the written request of the Secured Party, use each Debtor's best efforts to take or to cause the issuer of such Collateral to take such action and prepare, distribute and/or file such documents, as are required or advisable in the opinion of counsel for the Secured Party to permit the public sale of such Collateral. Each Debtor further agrees to indemnify, defend and hold harmless the Secured Party and any underwriter from and against any and all loss, liability, expenses, costs, fees and disbursements of counsel (including, without limitation, a reasonable estimate of the cost to the Secured Party of legal counsel), and any and all claims (including the costs of investigation) which they may incur insofar as such loss, liability, expense or claim arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any respect thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to the Debtors or any issuer of such Collateral by the Secured Party or the underwriter expressly for use therein. Each Debtor further agrees to use its best efforts to qualify, file or register, or cause the issuer of such Collateral to qualify, file or register, any of the Collateral under the Blue Sky or other securities laws of such states as the Secured Party may specify and to keep effective, or cause to be kept effective, all such qualifications, filings or registrations. The Debtors will bear all costs and expenses of carrying out the obligations of the Debtors under this Section. The Debtors acknowledge that there is no adequate remedy at law for failure by any Debtor to comply with the provisions of this Section and that such failure would not be adequately compensable in damages, and therefore agree that each Debtor's agreements contained in this Section may be specifically enforced.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01. Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms hereof must be in writing and will be deemed to have been delivered: upon the later of (A) either (i) receipt, when delivered personally or (ii) one (1) Business Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same and (B) receipt, when sent by e-mail. The addresses and email addresses for such communications shall be:

If to any Debtor, to:

SVSE LLC
9800 Quaye Side Dr Unit 105
Wellington, FL 33411
Attention: George O'Leary
E-Mail: goleary@sksconsulting.us

If to the Secured Party: YA II PN, Ltd.
c/o Yorkville Advisors Global, LLC
1012 Springfield Avenue
Mountainside, NJ 07092
Attention: Mark Angelo
Telephone: 201-985-8300
Email: Legal@yorkvilleadvisors.com

or at such other address and/or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party three (3) Business Days prior to the effectiveness of such change. Written confirmation of receipt (i) given by the recipient of such notice, consent, waiver or other communication, (ii) electronically generated upon sending the e-mail or (iii) provided by a nationally recognized overnight delivery service, shall be rebuttable evidence of personal service, receipt by e-mail or receipt from a nationally recognized overnight delivery service in accordance with clause (i), (ii) or (iii) above, respectively. Notwithstanding the aforesaid procedures, any notice, request or demand upon the Debtors in fact received by any Debtor shall be sufficient notice or demand as to the Debtors.

Section 8.02. Term. This Agreement shall commence with the date of this Agreement and shall continue in full force and effect and be binding upon the Debtors until all Obligations secured by this Agreement shall have been fully paid and satisfied (such that there is no outstanding secured obligation), there is no commitment on the part of the Secured Party to make advances, incur obligations or otherwise give value, and the Secured Party shall have given the Debtors written notice of the termination of this Agreement (excluding provisions that by their terms survive termination of this Agreement). The Secured Party shall not be obligated to give the Debtors written notice of the termination of this Agreement, or to terminate any UCC financing statements or other lien filings, until all of the Obligations have been fully paid and satisfied (such that there is no outstanding secured obligation), there is no commitment on the part of the Secured Party to make an advance, incur an obligation or otherwise give value, and the Debtors shall have given the Secured Party a written demand requesting termination of this Agreement and any UCC financing statements or other lien filings.

Section 8.03. Reinstatement. Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, if at any time any amount received by the Secured Party from any Debtor or other Person and applied to the Obligations, or applied to any indebtedness, obligations or liabilities of the Debtors under the Transaction Documents, is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or Proceeds of any Collateral (or of any other collateral) are required to be returned by the Secured Party to any Debtor, its estate, trustee, receiver, or any other party, under any bankruptcy law, state or federal law, common law or at equity, then to the extent of such payment, repayment, refund, or return, all security interests and liens and Collateral securing the Obligations shall remain in full force and effect, as fully as if such payment had never been made or, if prior to such payment, repayment, refund or return any security interest or lien granted under this Agreement, or any Collateral for the Obligations, shall have been released or terminated, such security interest, lien or Collateral securing the Obligations shall be reinstated in full force and effect, and such prior release or termination shall not diminish, release, discharge, impair or otherwise affect any security interest, lien or Collateral securing the Obligations in respect of the amount of such payment, repayment, refund or return.

Section 8.04. Secured Party's Right to Release Debtors. The Secured Party from time to time may take or release other security, may release any party primarily or secondarily liable for any Obligations or other indebtedness to the Secured Party, may grant extensions, renewals or indulgences with respect to such Obligations or other indebtedness and may apply any other security therefor held by the Secured Party to the satisfaction of such Obligations or other indebtedness, all without any obligation to give the Debtors notice of any thereof, and all without prejudice to any of the Secured Party's rights under this Agreement. Furthermore, the Secured Party from time to time may enter into amendments of Transaction Documents with any party or parties primarily or secondarily liable for the Obligations, without any obligation to give the Debtors notice thereof, and without prejudice to any of the Secured Party's rights under this Agreement regardless of whether any Debtor is a party to or consents to such amendments.

Section 8.05. Marshaling. The Secured Party shall not be required to marshal any present or future collateral security for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order. To the extent that it lawfully may, each Debtor hereby agrees that the Debtors will not invoke any Law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or under any other Transaction Document, and, to the extent that it lawfully may, each Debtor hereby waives the benefit of all such Laws.

Section 8.06. Amendments. This Agreement shall not be amended, modified, changed, waived, discharged or terminated, nor shall any consent be given under this Agreement, unless such amendment, modification, change, waiver, discharge, termination or consent is in writing and signed by the Secured Party.

Section 8.07. Successors and Assigns. This Agreement shall be binding upon each Debtor and its successors and assigns, and shall inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and the Secured Party's successors, transferees and assigns. This Agreement may not be assigned by any Debtor without the prior written consent of the Secured Party.

Section 8.08. Additional Assignors. It is understood and agreed that any Debtor that desires to become an assignor hereunder, or is required to execute a counterpart of this Agreement after the date hereof pursuant to the respective Transaction Documents, shall become an assignor hereunder by executing a counterpart hereof and delivering same to the Secured Party, or by executing a joinder to this Agreement, (y) delivering supplements to the schedules attached hereto as are necessary to cause such schedules to be complete and accurate with respect to such additional assignor on such date, and (z) taking all actions as specified in this Agreement as would have been taken by such assignor had it been an original party to this Agreement, in each case with all documents required above to be delivered to the Secured Party and with all documents and actions required above to be taken to the reasonable satisfaction of the Secured Party.

Section 8.09. Severability. Any provision of this Agreement that is prohibited by, or unenforceable under, the Laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Law, each Debtor hereby waives any provision of Law which renders any provision of this Agreement or any other Transaction Document prohibited or unenforceable in any respect.

Section 8.10. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (for example, ".pdf" or "tif") format by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. Signature pages may be detached from separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this executed Agreement.

Section 8.11. Electronic Signatures. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 8.12. Entire Agreement. This Agreement, any other Transaction Documents, and any other document executed and delivered by the Parties with this Agreement or the other Transaction Documents are a complete and exclusive expression of all the terms of the matters expressed therein, and all prior agreements, statements, and representations, whether written or oral, which relate thereto in any way are hereby superseded and shall be given no force and effect.

Section 8.13. No Third Party Benefit. The terms and provisions of this Agreement are for the benefit of the Secured Party, and its successors and assigns, and no Third Party shall have any right or cause of action on account hereof.

Section 8.14. Waiver of Special and Punitive Damages. Each Debtor hereby waives to the fullest extent permitted by law all claims to special, indirect, consequential, exemplary and punitive damages in any lawsuit or other legal action brought by any Debtor against the Secured Party or any of its shareholders, members, partners, directors, managers, trustees, officers, employees, agents or advisors, in respect of any claim arising under this Agreement, the other Transaction Documents, or any other agreement between the Secured Party and the Debtors at any time, including any such agreements, whether written or oral, made or alleged to have been made at any time prior to the date hereof, and all agreements made hereafter or otherwise, or in respect of any claims arising under common law or under any statute of any state or the United States, whether any such claims be now existing or hereafter arising, now known or unknown. In making this waiver, the Debtors acknowledge and agree that they shall not make any claim for special, indirect, consequential, exemplary or punitive damages against the Secured Party or any of its shareholders, members, partners, directors, managers, trustees, officers, employees, agents or advisors.

Section 8.15. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 8.16. No Conditions Precedent. Each Debtor acknowledges that no unsatisfied conditions precedent to the effectiveness and enforceability of this Agreement exist as of the date of the execution of this Agreement, and that the effectiveness and enforceability of this Agreement is not in any way conditioned or contingent upon any event, occurrence, or happening, or upon any condition existing or coming into existence either before or after the execution of this Agreement.

Section 8.17. Waiver of Subrogation. Each Debtor agrees that the Debtors shall have no right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security, if any, for the Obligations, so long as any amounts payable to the Secured Party in respect of the Obligations shall remain outstanding. Each Debtor further agrees that the Debtors shall have no right of contribution nor any other recourse against any other Debtor or any other subsidiary of the Borrower so long as any amount payable to the Secured Party in respect of the Obligations shall remain outstanding.

Section 8.18. Further Assurances. Each Debtor shall execute and deliver to the Secured Party such further assurances and take such other further actions as the Secured Party may from time to time request to further the intent and purpose of this Agreement and the other Transaction Documents and to maintain and protect the rights and remedies intended to be created in favor of the Secured Party under this Agreement and the other Transaction Documents.

Section 8.19. Security Interest Absolute. Each Debtor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered, or other action taken in reliance on this Agreement, and all other demands and notices of any description. All rights of the Secured Party and liens and security interests under this Agreement, and all obligations of the Debtors under this Agreement, shall be absolute and unconditional irrespective of: (a) any illegality or lack of validity or enforceability of any Obligations or Transaction Documents; (b) any change in the time, place or manner of payment of, or in any other term of, the Obligations, or any recission, waiver, amendment or modification of any Transaction Document or any provisions thereof, including any increase in the Obligations resulting from future advances or protective advances or any extension of additional credit or otherwise; (c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Obligations; (d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to any of the Obligations; (e) any default, failure or delay, willful or otherwise, in the performance of the Obligations; (f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by any Debtor against the Secured Party; or (g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering any loans or other Obligations or any existence of or reliance on any representation by the Secured Party that might vary the risk of any Debtors or otherwise operate as a defense available to, or a legal or equitable discharge of, any Debtor or any other grantor, pledgor, guarantor or surety.

Section 8.20. Filing and Recording. In addition to the Secured Party's right to file UCC financing statements, the Secured Party is authorized and entitled to file, record or register this Agreement (or a photocopy of this Agreement) and other security interest or lien notices with any Governmental Authority to give notice of, and to further the legal operation and effect of, and perfect the interests of the Secured Party under, this Agreement. Within ten (10) days after the Secured Party's request from time to time, the Debtors shall pay all of the Secured Party's costs and expenses (including attorney's fees, paralegal fees and other legal expenses) of preparing, filing, recording or registering this Agreement or any UCC financing statements or other security interest or lien notices related to this Agreement or the Collateral and any amendments to or continuations of any thereof.

Section 8.21. Choice of Law, Venue, Jury Trial Waiver and Judicial Reference.

(a) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall, in all respects, be governed by, and construed in accordance with, the laws (excluding the principles of conflict of laws) of the State of New York (the "**Governing Jurisdiction**") (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

(b) Jurisdiction; Venue; Service.

(i) Each Debtor hereby irrevocably consents to the non-exclusive personal jurisdiction of the state courts of the Governing Jurisdiction and, if a basis for federal jurisdiction exists, the non-exclusive personal jurisdiction of any United States District Court for the Governing Jurisdiction.

(ii) Each Debtor agrees that venue shall be proper in any court of the Governing Jurisdiction selected by the Secured Party or, if a basis for federal jurisdiction exists, in any United States District Court in the Governing Jurisdiction. Each Debtor waives any right to object to the maintenance of any suit, claim, action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, in any of the state or federal courts of the Governing Jurisdiction on the basis of improper venue or inconvenience of forum.

(iii) Any suit, claim, action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or tort or otherwise, brought by any Debtor against the Secured Party arising out of or based upon this Agreement or any matter relating to this Agreement, or any other Transaction Document, or any Obligations, or any contemplated transaction, shall be brought in a court only in the Governing Jurisdiction. The Debtors shall not file any counterclaim against the Secured Party in any suit, claim, action, litigation or proceeding brought by the Secured Party against any Debtor in a jurisdiction outside of the Governing Jurisdiction unless under the rules of the court in which the Secured Party brought such suit, claim, action, litigation or proceeding the counterclaim is mandatory, and not permissive, and would be considered waived unless filed as a counterclaim in the suit, claim, action, litigation or proceeding instituted by the Secured Party against the Debtor. Each Debtor agrees that any forum outside the Governing Jurisdiction is an inconvenient forum and that any suit, claim, action, litigation or proceeding brought by any Debtor against the Secured Party in any court outside the Governing Jurisdiction should be dismissed or transferred to a court located in the Governing Jurisdiction. Furthermore, each Debtor irrevocably and unconditionally agrees that it will not bring or commence any suit, claim, action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Secured Party arising out of or based upon this Agreement or any matter relating to this Agreement, or any other Transaction Document, or any Obligations, or any contemplated transaction, in any forum other than the courts of the State of New York sitting in New York County, and the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such suit, claim, action, litigation or proceeding may be heard and determined in such New York State Court or, to the fullest extent permitted by applicable law, in such federal court. Each Debtor and the Secured Party agree that a final judgment in any such suit, claim, action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(iv) Each Debtor and the Secured Party irrevocably consents to the service of process out of any of the aforementioned courts in any such suit, claim, action, litigation or proceeding by the mailing of copies thereof by registered or certified mail postage prepaid, to it at the address provided for notices in this Agreement, such service to become effective thirty (30) days after the date of mailing.

(v) Nothing herein shall affect the right of the Secured Party to serve process in any other manner permitted by law or to commence legal proceedings or to otherwise proceed against any Debtor or any other Person in the Governing Jurisdiction or in any other jurisdiction.

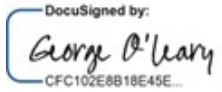
(c) **Waiver of Jury Trial. The Debtors and the Secured Party mutually waive all right to trial by jury of all claims of any kind arising out of or based upon this Agreement or any matter relating to this Agreement, or any other Transaction Document, or any Obligations, or any contemplated transaction. The Debtors and the Secured Party acknowledge that this is a waiver of a legal right and that the Debtors and the Secured Party each make this waiver voluntarily and knowingly after consultation with counsel of its choice. The Debtors and the Secured Party agree that all such claims shall be tried before a judge of a court having jurisdiction, without a jury.**

[The signature page follows. The remainder of this page is blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned Debtors and the Secured Party execute this Security Agreement as of the date first above written.

DEBTORS:

SVSE LLC

By: 

Name: George O'Leary
Title: Sole Member

[Signature Page to Security Agreement]

SECURED PARTY:

YA II PN, LTD.

By: Yorkville Advisors Global, LP
Its: Investment Manger

By: Yorkville Advisory Global II, LLC
Its: General Partner
By: 

Name: Michael Rosselli
Title: Partner

[Signature Page to Security Agreement]

Schedule 2.01(b)

Commercial Tort Claims

None.

Schedule 3.01

Organization; Chief Executive Office

Guarantor	Type of Entity	Jurisdiction of Organization
SVSE LLC	limited liability company	Delaware

Schedule 4.09

Location of Collateral

Guarantor	Location of Collateral
SVSE LLC	9800 Quaye Side Dr Unit 105 Wellington Fl 33411

Schedule 5.09

Permitted Investments

None.

EXHIBIT 99.5

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the ordinary shares with a par value of €0.06 per share and high voting shares of Sono Group N.V. and that this agreement be included as an Exhibit to such joint filing. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned hereby executes this agreement as of April 11, 2024.

SVSE LLC

By: /s/ George O'Leary
Name: George O'Leary
Title: Sole Member

George O'Leary

/s/ George O'Leary