



Registration of a Charge

Company name: **STREETTEAM SOFTWARE LIMITED**

Company number: **09750608**



X64NSRXD

Received for Electronic Filing: **19/04/2017**

Details of Charge

Date of creation: **11/04/2017**

Charge code: **0975 0608 0002**

Persons entitled: **COLUMBIA LAKE PARTNERS GROWTH LENDING I (LUXCO) S.À.R.L.**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9750608

Charge code: 0975 0608 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th April 2017 and created by STREETTEAM SOFTWARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2017 .

Given at Companies House, Cardiff on 20th April 2017

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



Companies House



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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 18 April 2017

Signed *Osborne Clarke LLP* *26-5*

Osborne Clarke LLP

SHARE PLEDGE AGREEMENT

2 Temple Back East

Temple Quay,

Bristol
BS1 6EG

THIS SHARE PLEDGE AGREEMENT (this "Agreement") is entered into as of April 11, 2017, by and between COLUMBIA LAKE PARTNERS GROWTH LENDING I (LUXCO) S.À.R.L., a Société à responsabilité limitée with its Siège social at 9A Boulevard Prince Henri, L-1724 Luxembourg ("Lender"), and STREETTEAM SOFTWARE LIMITED, a corporation organized under the laws of England & Wales, whose registered office is at 3 Loughborough Street, London, United Kingdom, SE11 5RB ("Pledgor").

RECITAL

Pledgor wishes to borrow money from time to time from Lender pursuant to that certain Agreement for the provision of a Facility, dated of even date herewith, by and between Pledgor and Lender (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement). Lender has agreed to extend credit and provide other financial accommodations to Pledgor upon the terms and conditions set forth in the Loan Agreement provided Pledgor secures the Obligations (as hereinafter defined) in accordance with the terms of this Agreement.

NOW, THEREFORE, Pledgor and Lender agree as follows:

1. CREATION OF SECURITY INTEREST

1.1 Grant of Security Interest.

(a) Pledgor hereby pledges, assigns and delivers to Lender and grants to Lender a security interest in the property described on Exhibit A attached hereto (the "Pledged Collateral") as security for the prompt payment and performance of all of the obligations of the Obligors (the "Obligations").

(b) The term "Pledged Collateral" shall also include any securities, investment properties, instruments or distributions of any kind issuable, issued or received by Pledgor upon conversion of, in respect of, or in exchange for any other Pledged Collateral, including, but not limited to, those arising from a stock dividend, stock split, reclassification, reorganization, merger, consolidation, sale of assets or other exchange of securities or any dividends or other distributions of any kind upon or with respect to the Pledged Collateral.

1.2 Delivery of Additional Documentation Required. Pledgor will from time to time execute and deliver to Lender, at the request of Lender, all financing statements and other documents that Lender may reasonably request, in form satisfactory to Lender, to perfect and continue the perfection of Lender's security interests in the Pledged Collateral. Pledgor authorizes Lender to file financing statements without notice to Pledgor, in all appropriate jurisdictions, as Lender deems appropriate, to perfect or protect Lender's interest in the Pledged Collateral. The certificate or certificates for the securities included in the Pledged Collateral, accompanied by an instrument of assignment duly executed in blank by Pledgor, have been, or will, within five (5) days after the date hereof, be delivered by Pledgor to Lender. Pledgor shall cause the books of the Company, to reflect the pledge of the Pledged Collateral.

1.3 Voting Prior to Demand. Unless an Event of Default (as defined below) shall have occurred and be continuing, Pledgor shall be entitled to exercise any voting rights with respect to the Pledged Collateral and to give consents, waivers and ratifications in respect thereof, provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be inconsistent with any of the terms of this Agreement or which would constitute or create any violation of any of such terms. All such rights of Pledgor to vote and give consents, waivers, and ratifications shall upon notice to Pledgor cease in case such an Event of Default hereunder shall occur and be continuing.

1.4 Registration of Pledge. If any of the Pledged Collateral is or shall become evidenced or represented by an uncertificated security and if and to the extent requested by the Lender, the Pledgor agrees, by Notice of Pledge, substantially in the form attached to this Agreement as Exhibit B, to (i) notify the Company immediately of the pledge, assignment and security agreement under this Agreement and (ii) issue the Initial Transaction Statement, substantially in the form attached to this Agreement as Exhibit C. The Pledgor hereby authorizes and directs the Company to (i) register the Pledgor's pledge to Lender of the Pledged Collateral on the Company's books, (ii) make, following written notice to do so by Lender, direct payment to the Lender of any amounts due or to become due to the Pledgor with respect to the Pledgor Collateral, and (iii) comply with all instructions originated by Lender without further consent by the Pledgor. The Pledgor acknowledges that Lender has control over the Pledged Collateral within the meaning of Section 8-106 of the Code. For purposes of this Agreement "**Code**" is the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of New York; provided, that, to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Lender's lien on any Pledged Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

2. REPRESENTATIONS AND WARRANTIES. Pledgor represents and warrants that:

2.1 Due Organization and Qualification. Pledgor is a corporation, duly incorporated and validly existing under the laws of England & Wales and is qualified and licensed to do business in, and is in good standing in, any state in which the conduct of its business or its ownership of property requires that it be so qualified (except where the failure to do so could not reasonably be expected to have a Material Adverse Effect).

2.2 Due Authorization; No Conflict. Pledgor has the power to enter into and perform this Agreement and the execution, delivery, and performance of this Agreement are within Pledgor's powers, have been duly authorized, and neither conflict with nor constitute a breach of any provision contained in Pledgor's constitutional documents, nor will they constitute an event of default under any material agreement to which Pledgor is a party or by which Pledgor is bound.

2.3 No Prior Encumbrances. Pledgor has good title to the Pledged Collateral, free and clear of any liens, security interests, or other encumbrances other than the security interest in favor of Lender.

2.4 Litigation. There is no action, suit or proceeding affecting Pledgor pending or threatened before any court, arbitrator, or governmental authority, domestic or foreign, which could reasonably be expected to have a material adverse effect on the ability of Pledgor to perform its obligations under this Agreement.

2.5 Solvency. The incurrence of Pledgor's obligations under this Agreement will not cause Pledgor to (a) become insolvent; (b) be left with unreasonably small capital for any business or transaction in which Pledgor is presently engaged or plans to be engaged; or (c) be unable to pay its debts as such debts mature and such inability to pay its debts is not temporary.

3. AFFIRMATIVE COVENANTS

Pledgor covenants and agrees that, until the payment in full of the Obligations and for so long as Lender may have any obligation to extend credit to Pledgor or otherwise perform under the Loan Agreement, Pledgor shall do all of the following:

3.1 Delivery of Pledged Collateral. If any of the Pledged Collateral is or shall become evidenced or represented by a certificated security, Pledgor shall deliver immediately to Lender (a) the certificates representing the shares of the stock, (b) immediately upon its receipt of any additional (or fewer) shares of stock in the Company, the certificates representing such additional shares of stock, (c) all instruments, items of payment and other Pledged Collateral received by the Pledgor, and (d) executed irrevocable, blank stock powers for all of the assigned shares of stock in form and substance satisfactory to Lender and its counsel. All Pledged Collateral at any time received or held by the Pledgor shall be received and held by the Pledgor in trust for the benefit of Lender, and shall be kept separate and apart from, and not commingled with, the Pledgor's other assets.

3.2 Government Compliance. Comply with all statutes, laws, ordinances and government rules and regulations to which it is subject, noncompliance with which could have a material adverse effect on Pledgor's business.

3.3 Fees and Costs. Pay all Lender Expenses incurred through and after the date of this Agreement. For purposes of this Agreement "**Lender Expenses**" are all fees and expenses, costs, and expenses (including reasonable attorneys' fees and expenses) for preparing, amending, negotiating, administering, defending and enforcing the Loan Documents (including, without limitation, those incurred in connection with appeals or Insolvency Proceedings) or otherwise incurred with respect to Pledgor or any other Obligor.

4. NEGATIVE COVENANTS

Pledgor covenants and agrees that, until the payment in full of the Obligations and for so long as Lender may have any obligation to extend credit to Pledgor or otherwise perform under the Loan Agreement, Pledgor shall not do any of the following:

4.1 Dispositions. Convey, sell, lease, transfer, pledge, assign control over or otherwise dispose of all or any part of the Pledged Collateral.

4.2 Encumbrances. Create, incur, assume or suffer to exist any security interest, lien or encumbrance with respect to the Pledged Collateral, other than the security interest in favor of Lender.

5. EVENTS OF DEFAULT

The occurrence of an Event of Default under the Loan Agreement shall be an Event of Default hereunder.

6. BANK'S RIGHTS AND REMEDIES

6.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Pledgor:

(a) Exercise all such rights as a secured party under the Code, in its sole judgment, shall deem necessary or appropriate, including the right to sell all or any part of the Pledged Collateral at one or more public or private sales upon ten (10) days prior written notice to Pledgor, and any such sale or sales may be made for cash, upon credit, or for future delivery, and in connection therewith, Lender may grant options, provided that any such terms or options shall, in the best judgment of Lender, be extended only in order to obtain the best possible price.

(b) Declare all Obligations immediately due and payable.

6.2 Sale of Pledged Collateral. Pledgor recognizes that Lender may be unable to effect a public sale of all or a part of the Pledged Collateral by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "**Act**"), so that Lender may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire the Pledged Collateral for their own account, for investment and without a view to the distribution or resale thereof. Pledgor understands that private sales so made may be at prices and on other terms less favorable to the seller than if the Pledged Collateral were sold at public sales, and agrees that Lender has no obligation to delay the sale of any of the Pledged Collateral for the period of time necessary (even if Lender would agree), to register such securities for sale under the Act. Pledgor agrees that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner.

6.3 Remedies Cumulative. Lender's rights and remedies under this Agreement, the Loan Agreement, and all other agreements shall be cumulative. Lender shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default on Pledgor's part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

6.4 Demand; Protest. Pledgor waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by Lender on which Pledgor may in any way be liable.

6.5 Hold on Pledged Collateral. Pledgor agrees that, until the later of the termination of the Loan Agreement and payment in full of all Obligations (other than contingent indemnification obligations for which no claim giving rise thereto has been asserted), Lender may hold and refuse to release the Pledged Collateral to any party, including Pledgor.

6.6 Power of Attorney. When an Event of Default occurs and continues, Pledgor irrevocably appoints Lender as its lawful attorney to transfer the Pledged Collateral into the name of Lender or a third party as the Code permits and cause new certificates representing the Pledged Collateral to be issued in the name of Lender. Lender may exercise the power of attorney to sign Pledgor's name on any documents necessary to perfect or continue the perfection of any security interest regardless of whether an Event of Default has occurred. Lender's appointment as Pledgor's attorney in fact, and all of Lender's rights and powers, coupled with an interest, are irrevocable until the later of the payment in full of all Obligations (other than contingent indemnification obligations for which no claim giving rise thereto has been asserted) or so long as Lender may have any obligation to perform under the Loan Agreement.

6.7 Lender Expenses. If Pledgor fails to pay any amount due hereunder or furnish any required proof of payment to third persons in connection with the Pledged Collateral, Lender may make all or part of the payment and take any action Lender deems prudent. Any amounts paid by Lender are Lender Expenses and immediately due and payable, bearing interest at the then applicable rate and secured by the Pledged Collateral. No payments by Lender are deemed an agreement to make similar payments in the future or Lender's waiver of any Event of Default. After the sale of any of the Pledged Collateral, Lender may deduct all reasonable legal and other expenses and attorneys' fees for preserving, collecting, selling and delivering the Pledged Collateral and for enforcing its rights with respect to the Obligations, and shall apply the remainder of the proceeds to the Obligations in such manner as Lender in its reasonable discretion shall determine, and shall pay the balance, if any, to Pledgor.

6.8 Lender's Liability for Pledged Collateral. If Lender complies with reasonable banking practices, it is not liable or responsible for the safekeeping of the Pledged Collateral.

7. NOTICES

Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement shall be made pursuant to Section 19 of the Loan Agreement.

8. CHOICE OF LAW, VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law. Each of Pledgor and Lender hereby submit to the exclusive jurisdiction of the State and Federal courts in New York County, New York; provided, however, that nothing in this Agreement shall be deemed to

operate to preclude Lender from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Lender. Pledgor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Pledgor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Pledgor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Pledgor at the address set forth on its signature page to the Loan Agreement and that service so made shall be deemed completed upon the earlier to occur of Pledgor's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PLEDGOR AND BANK EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

9. GENERAL PROVISIONS

9.1 Reserved.

9.2 Pledgor Waivers. Pledgor waives any right to require Lender to (a) proceed against Pledgor, any other guarantor or any other person; (b) proceed against or exhaust any security held from Pledgor; (c) marshal any assets of Pledgor; or (d) pursue any other remedy in Lender's power whatsoever. Lender may, at its election, exercise or decline or fail to exercise any right or remedy it may have against Pledgor or any security held by Lender, including without limitation the right to foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Pledgor hereunder. Pledgor waives any defense arising by reason of any disability or other defense of Pledgor or by reason of the cessation from any cause whatsoever of the liability of Pledgor. Pledgor waives any setoff, defense or counterclaim that Pledgor may have against Lender. Pledgor waives any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or any other rights against Pledgor. Pledgor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Pledge Agreement and of the existence, creation, or incurring of new or additional indebtedness.

9.3 Disclosure of Information; Collateral. Pledgor acknowledges that it has, independently of and without reliance on Lender, performed its own legal review of this Agreement, the Loan Documents and all related filings, and is not relying on Lender with respect to any of the aforesaid items. Lender makes no representation, express or implied, with respect to the Collateral or its interest in, or the priority or perfection of its lien on and in the Collateral. Pledgor acknowledges that its obligation hereunder will not be affected by (a) Lender's failure

properly to create a lien on or in the Collateral, (b) Lender's failure to create or maintain a priority with respect to the lien purported to be created in the Collateral, or (c) any act or omission of Lender (whether negligent or otherwise) which adversely affects the value of the Collateral or Lender's lien therein or thereon or the priority of such lien.

9.4 Successors and Assigns. This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Pledgor may not assign this Agreement or any rights under it without Lender's prior written consent which may be granted or withheld in Lender's reasonable discretion. Lender has the right, without the consent of or notice to Pledgor, to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Lender's obligations, rights and benefits under this Agreement.

9.5 Indemnification. Pledgor will indemnify, defend and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities asserted by any other party in connection with the transactions contemplated by the Loan Agreement; and (b) all losses or Lender Expenses incurred, or paid by Lender from, following, or consequential to transactions between Lender and Pledgor under this Agreement or otherwise (including reasonable attorneys fees and expenses), except, in the case of the foregoing clauses (a) and (b), for losses caused by Lender's gross negligence or willful misconduct.

9.6 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.

9.7 Severability of Provisions. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

9.8 Amendments in Writing, Integration. All amendments to this Agreement must be in writing and executed by the parties hereto. This Agreement and the other Loan Documents represent the entire agreement about this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement merge into this Agreement and the other Loan Documents.

9.9 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, are one agreement.

9.10 Survival. All covenants, representations and warranties made in this Agreement continue in full force while any obligations remain outstanding. The obligations of Pledgor in Section 9.5 to indemnify Lender will survive until all statutes of limitations for actions that may be brought against Lender have run.

9.11 Attorneys' Fees, Costs and Expenses. In any action or proceeding between Pledgor and Lender arising out of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled, whether or not a lawsuit is filed.

[Signatures Appear on the Following Page]

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

PLEDGOR:

STREETTEAM SOFTWARE LIMITED

By: 

Name: CARLUM NERUS-FANCY
Title: CEO

LENDER:

COLUMBIA LAKE PARTNERS GROWTH LENDING I (LUXCO) S.À.R.L.

By: _____

Name:
Title:

By: _____

Name:
Title:

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

PLEDGOR:

STREETTEAM SOFTWARE LIMITED

By: _____
Name:
Title:

LENDER:

COLUMBIA LAKE PARTNERS GROWTH LENDING I (LUXCO) S.À.R.L.

By: 
Name: **Sanjeev Jewootah**
Title: **Manager**

By: _____
Name:
Title:

EXHIBIT A

The Pledged Collateral consists of all of Pledgor's right, title and interest in and to the following whether owned now or hereafter arising and whether the Pledgor has rights now or hereafter has rights therein and wherever located:

All rights, title, and interest in and to any and all equity interests (collectively, the "**Stock**") of STREETTEAM SOFTWARE LLC, a Delaware limited liability company (the "**Company**") and wholly owned Subsidiary of Pledgor, together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing; and

All Pledgor's books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

EXHIBIT B

NOTICE OF PLEDGE

Pledge by: STREETTEAM SOFTWARE LIMITED (the “**Pledgor**”)

To: STREETTEAM SOFTWARE LLC (the “**Company**”)

Notice is hereby given that, pursuant to a Share Pledge Agreement (a copy of which is attached hereto), dated April __, 2017, (the “**Assignment Agreement**”) from the Pledgor to COLUMBIA LAKE PARTNERS GROWTH LENDING I (LUXCO) S.À.R.L., its successors and assigns (the “**Lender**”), the Pledgor has pledged, assigned and granted to the Lender a continuing first priority security interest in, all of its right, title and interest, whether now existing or hereafter arising or acquired, in, to, and under the following (the “**Pledged Collateral**”):

All rights, title, and interest in and to any and all equity interests (collectively, the “**Stock**”) of the Company, together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing; and

All Pledgor’s books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

Pursuant to the Assignment Agreement, the Company is hereby authorized and directed to:

- (i) register on the Company’s books the Pledgor’s pledge to the Lender of the Pledgor’s interests in the Company;
- (ii) make, following written notice to do so by the Lender, direct payment to the Lender of any amounts due or to become due to the Pledgor with respect to the Pledged Collateral; and
- (iii) comply with all instructions originated by the Lender without further consent by the Pledgor.

The Pledgor hereby requests the Company to indicate the Company’s acceptance of this Notice of Pledge and consent to and confirm its terms and provisions by signing a copy hereof where indicated below and returning the same to the Lender along with an Initial Transaction Statement in the form attached hereto.

Dated as of _____, 201_

STREETTEAM SOFTWARE LIMITED

By: _____

Name:

Title:

STREETTEAM SOFTWARE LLC

By: _____

Name:

Title:

EXHIBIT C

INITIAL TRANSACTION STATEMENT

(Pledge by STREETTEAM SOFTWARE LIMITED, the “**Pledgor**”)

To: Columbia Lake Partners Growth Lending I (Luxco) S.à.r.l.
41 Lothbury
London
EC2R 7HG
United Kingdom
Attn: _____
(the “**Lender**”)

Re: Equity Interests in STREETTEAM SOFTWARE LLC (the “**Company**”)

1. Registration of Pledge. This is to confirm registration by the Company of the pledge to the Lender of the entire right, title and interest in and to the Company (the “**Interest**”) owned of record by the Pledgor, the holder of one hundred percent (100%) of the ownership interests in the Company.

Such pledge was registered on _____, ____.

The address of the registered owner of the Interest is:

StreetTeam Software Limited
3 Loughborough Street
London
SE11 5RB
United Kingdom

The registered owner’s Taxpayer I.D. No. is _____.

2. Liens, Adverse Claims and Restrictions. The Interest is not subject to any liens or restrictions of the Company or adverse claims.

(a) The Interest is subject to all of the terms of the charter documents of the Company and of applicable laws.

(b) The Interest may not be transferred without compliance with the provisions of the charter documents of the Company and compliance with applicable federal and state securities laws.

(c) At the time of registration of the pledge described above, the Interest was not subject to any liens or restrictions of the Company, or any adverse claims as to which the Company has a duty pursuant to applicable state law.

This Initial Transaction Statement is a record of the rights of the Lender as of the time of its issuance, and is neither a negotiable instrument nor a security.

Dated as of _____, 201_.

STREETTEAM SOFTWARE LLC

By: _____

Name:

Title: