

MR01

Particulars of a charge

Laserform

10/5/17/15

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where
instrument Use form M

For further information, please
refer to our guidance at



A08 03/09/2015 #381
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

THURSDAY

1 Company details

Company number 05512988

Company name in full InternetQ PLC

For official use
Filing in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/09/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Barclays Bank PLC as security agent

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01**Particulars of a charge****4****Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**☐ **No****6****Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes****7****Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**☐ **No****8****Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9**Signature**

Please sign the form here

Signature

Signature

X Simmons & Simmons LLP
(on behalf of Barclays Bank PLC) X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Samuel Hill (001226-01488)

Company name Simmons & Simmons LLP

Address One Linear Park

Temple Quay

Post town Bristol

County/Region

Postcode B S 2 0 P S

Country United Kingdom

DX

Telephone 020 7628 4567



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5512988

Charge code: 0551 2988 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2015 and created by INTERNETQ PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd September 2015.

9

Given at Companies House, Cardiff on 8th September 2015



Companies House



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

EXECUTION VERSION

AMENDED AND RESTATED PLEDGE AGREEMENT

THIS AMENDED AND RESTATED PLEDGE AGREEMENT (this "Agreement"), dated as of ~~1 SEPTEMBER~~, 2015, is entered into between INTERNETQ PLC, a company incorporated under the laws of England and Wales ("Pledgor"), and BARCLAYS BANK PLC ("Secured Party" or "Barclays"), with reference to the following:

WHEREAS, Pledgor and Secured Party are parties to that certain Revolving Facility Agreement, (as amended, restated or otherwise modified from time to time, the "Facility Agreement"), dated as of May 13, 2015, entered into by Pledgor, as borrower, the Original Guarantors (as defined therein) party thereto, and Barclays, as Original Lender, Agent and Security Agent (each as defined therein), pursuant to which Secured Party has agreed to make certain financial accommodations to Pledgor,

WHEREAS, Pledgor beneficially owns the Equity Interests (as hereinafter defined) in the Issuer (as hereinafter defined),

WHEREAS, to induce Secured Party to make the financial accommodations provided to Pledgor pursuant to the Facility Agreement, Pledgor entered into that certain Pledge Agreement, dated as of May 13, 2015 (the "Original Pledge Agreement"), with Secured Party, pursuant to which Pledgor pledged, granted, transferred and assigned to Secured Party a security interest in the Collateral (as defined in the Original Pledge Agreement) set forth in the Original Pledge Agreement to secure the Obligations (as defined in the Original Pledge Agreement), as provided therein, and

WHEREAS, Pledgor and Secured Party now desire to ratify and confirm such pledge and grant of security interest in the Collateral (as hereinafter defined), and to otherwise amend and restate the Original Pledge Agreement on the terms and conditions hereof

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1 Definitions and Construction

(a) Definitions

All initially capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Facility Agreement or the Code (as defined below), as applicable. As used in this Agreement

"Bankruptcy Code" means United States Bankruptcy Code (11 U.S.C. Section 101 et seq.), as in effect from time to time, and any successor statute thereto.

"Business Day" means any day that is not a Saturday, Sunday or other day on which national banks in the United States or England are authorized or required to close.

RLF1 12804112v 4

WE CERTIFY THAT, SAVE FOR THE MATERIAL REDACTED PURSUANT TO s 859G OF THE COMPANIES ACT 2006, THIS COPY INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

.....Simmons & Simmons.....
Signed (firm name)

.....SAHL.....
Initials of Signatory

.....02/09/2015.....
Dated (DD/MM/YYYY)

INSTRUMENT.
CORRECT COPY OF THE
5008, THIS COPY INSTRUMENT
OF THE COMPANY'S AND
OBTAINED PURSUANT TO
FOR THE

"Chief Executive Office" shall mean where Pledgor manages the main part of its business operations or other affairs as contemplated by Section 9-307 of the Code

"Code" means the Uniform Commercial Code as in effect in the State of Delaware from time to time

"Collateral" shall mean the Pledged Interests, the Future Rights and the Proceeds, collectively

"Credit Documents" shall mean the Facility Agreement, the other Finance Documents and all other agreements, instruments or other documents entered into or executed in connection with any of the foregoing documents and designated as a Credit Document by the Pledgor and the Secured Party, in each case, as amended, restated or otherwise modified from time to time

"Equity Interests" means all securities, shares, units, options, warrants, interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or similar entity, whether voting or nonvoting, certificated or uncertificated, including general partner partnership interests, limited partner partnership interests, limited liability company interests, common stock, preferred stock or any other "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)

"Facility Agreement" shall have the meaning ascribed thereto in the recitals to this Agreement

"Future Rights" shall mean (a) all Equity Interests (other than Pledged Interests) of the Issuers, and all securities convertible or exchangeable into, and all warrants, options or other rights to purchase, Equity Interests of the Issuers, and (b) the certificates or instruments representing such Equity Interests, convertible or exchangeable securities, warrants and other rights and all dividends, cash, options, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private)

"Holder" shall have the meanings ascribed thereto in Section 3 of this Agreement

"Issuer" or "Issuers" shall mean each of the Persons identified as an Issuer on Schedule 1 attached hereto (or any addendum thereto), and any successors thereto, whether by merger or otherwise

"Lien" shall mean any lien, mortgage, pledge, assignment (including any assignment of rights to receive payments of money), security interest, charge or encumbrance of any kind

(including any conditional sale or other title retention agreement, any lease in the nature thereof, or any agreement to give any security interest)

"Mobile Works Certificate" shall mean the Certificate No 2, dated December 5, 2013, issued by Mobile Works Latam LLC, a Delaware limited liability company, to Pledgor

"Obligations" shall mean all liabilities, obligations or undertakings owing by any of the Obligor to Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Facility Agreement, this Agreement, or the other Credit Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys' fees), and expenses which any of the Obligor is required to pay pursuant to any of the foregoing, by law or otherwise

"Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity

"Pledged Interests" shall mean (a) all Equity Interests of the Issuers identified on Schedule 1, and (b) the certificates or instruments representing such Equity Interests

"Pledgor" shall have the meaning ascribed thereto in the preamble to this Agreement

"Proceeds" shall mean all proceeds (including proceeds of proceeds) of the Pledged Interests and Future Rights including all (a) rights, benefits, distributions, premiums, profits, dividends, interest, cash, instruments, documents of title, accounts, contract rights, inventory, equipment, general intangibles, payment intangibles, deposit accounts, chattel paper and other property from time to time received, receivable, or otherwise distributed in respect of or in exchange for, or as a replacement of or a substitution for, any of the Pledged Interests, Future Rights or proceeds thereof (including any cash, Equity Interests, or other securities or instruments issued after any recapitalization, readjustment, reclassification, merger or consolidation with respect to the Issuers and any security entitlements, as defined in Section 8-102(a)(17) of the Code, with respect thereto), (b) "proceeds," as such term is defined in Section 9-102(a)(64) of the Code; (c) proceeds of any insurance, indemnity, warranty or guaranty (including guaranties of delivery) payable from time to time with respect to any of the Pledged Interests, Future Rights or proceeds thereof, (d) payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Interests, Future Rights or proceeds thereof, and (e) other amounts from time to time paid or payable under or in connection with any of the Pledged Interests, Future Rights or proceeds thereof.

"Quarterly Update Date" means the date of delivery of the financial statements pursuant to Section 25 1(c) of the Facility Agreement

"Registered Organization" shall have the meaning ascribed thereto in Section 9-102(a)(71) of the Code

"Secured Party" shall have the meaning ascribed thereto in the preamble to this Agreement, together with its successors or assigns

"Securities Act" shall have the meaning ascribed thereto in Section 9(c) of this Agreement

(b) Construction

- (i) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular and to the singular include the plural, the part includes the whole, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder" and other similar terms in this Agreement refer to this Agreement as a whole and not exclusively to any particular provision of this Agreement. Article, section, subsection, exhibit and schedule references are to this Agreement unless otherwise specified. All of the exhibits or schedules attached to this Agreement shall be deemed incorporated herein by reference. Any reference to any of the following documents includes any and all alterations, amendments, restatements, extensions, modifications, renewals or supplements thereto or thereof, as applicable: this Agreement, the Facility Agreement, or any of the other Credit Documents.
- (ii) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Pledgor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by both of the parties and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.
- (iii) In the event of any direct conflict between the express terms and provisions of this Agreement and of the Facility Agreement, the terms and provisions of the Facility Agreement shall control.

2 Pledge

As security for the prompt payment and performance of the Obligations in full by the Obligors when due, whether at stated maturity, by acceleration or otherwise (including amounts that would become due but for the operation of the provisions of the Bankruptcy Code), Pledgor hereby (i) ratifies and confirms the pledge and grant of the security interest to Secured Party in the Collateral set forth in the Original Pledge Agreement, and (ii) pledges, grants, transfers and

assigns to Secured Party a security interest in all of Pledgor's right, title and interest in and to the Collateral

3 Delivery and Registration of Collateral

(a) Except for the Collateral evidenced by the Mobile Works Certificate, none of the Collateral is represented or evidenced by certificates or instruments. Pledgor shall promptly deliver to Secured Party or Secured Party's designee pursuant hereto at the address specified in Section 15(a) of this Agreement, or such other location designated by Secured Party from time to time, each of (i) the Mobile Works Certificate, and (ii) to the extent any other Collateral is or becomes represented or evidenced by certificates or instruments, whether or not in violation of this Agreement, all such certificates or instruments. The Mobile Works Certificate and any other certificate or instrument specified in clause (ii) above shall be held by or on behalf of Secured Party pursuant hereto, and shall be in suitable form for transfer by delivery, or shall be accompanied by an undated and duly executed indorsement certificate in the form attached hereto as Exhibit A or other instrument of transfer or assignment in blank, in form and substance reasonably satisfactory to Secured Party.

(b) Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, at any time in its discretion and without notice to Pledgor, to transfer to or to register on the books of the Issuers (or of any other Person maintaining records with respect to the Collateral) in the name of Secured Party or any of its nominees any or all of the Collateral. In addition, Secured Party shall have the right at any time to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations.

(c) If, at any time and from time to time, any Collateral (including any certificate or instrument representing or evidencing any Collateral) is in the possession of a Person other than Secured Party or Pledgor (a "Holder"), then Pledgor shall immediately, at Secured Party's option, either cause such Collateral to be delivered into Secured Party's possession, or cause such Holder to enter into a control agreement, in form and substance reasonably satisfactory to Secured Party, and take all other steps deemed necessary by Secured Party to perfect the security interest of Secured Party in such Collateral, all pursuant to Sections 9-106 and 9-313 of the Code or other applicable law governing the perfection of Secured Party's security interest in the Collateral in the possession of such Holder.

(d) Any and all Collateral (including dividends, interest and other distributions (in each case, whether cash or in kind)) at any time received or held by Pledgor shall be so received or held in trust for Secured Party, shall be segregated from other property of Pledgor and shall be forthwith delivered to Secured Party in the same form as so received or held, with any necessary indorsements, provided that cash dividends or distributions received by Pledgor may be retained by Pledgor in accordance with Section 4.

(e) If at any time and from time to time, any Collateral consists of an uncertificated security or a security in book entry form, then Pledgor shall immediately cause such Collateral to

be registered or entered, as the case may be, in the name of Secured Party, or otherwise cause Secured Party's security interest thereon to be perfected in accordance with applicable law

4 Voting Rights and Dividends

(a) So long as no Event of Default shall have occurred and be continuing, Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Collateral or any part thereof for any purpose not in violation of the terms of the Credit Documents and shall be entitled to receive and retain any cash dividends or distributions paid or distributed in respect of the Collateral

(b) Upon the occurrence and during the continuance of an Event of Default, all rights of Pledgor to exercise the voting and other consensual rights or receive and retain cash dividends or distributions that it would otherwise be entitled to exercise or receive and retain, as applicable pursuant to Section 4(a), shall cease, and all such rights shall thereupon become vested in Secured Party, who shall thereupon have the sole right to exercise such voting or other consensual rights and to receive and retain such cash dividends and distributions. Pledgor shall execute and deliver (or cause to be executed and delivered) to Secured Party all such proxies and other instruments as Secured Party may reasonably request for the purpose of enabling Secured Party to exercise the voting and other rights which it is entitled to exercise including, without limitation, executing any document necessary to admit Secured Party or its nominee or designee as a member of an Issuer in lieu of Pledgor or to exercise all rights of Pledgor as a member of the Issuers, and to receive the dividends and distributions that it is entitled to receive and retain pursuant to the preceding sentence

(c) Notwithstanding any provision contained herein or in the limited liability company agreement of Pledgor as in effect at any time, Pledgor shall not exercise any of its rights described in Section 4(a) hereof if any such exercise would adversely affect the rights of Secured Party hereunder in any material way

5 Representations and Warranties

Pledgor represents, warrants, and covenants as follows

(a) Pledgor has taken all steps it deems necessary or appropriate to be informed on a continuing basis of changes or potential changes affecting the Collateral (including rights of conversion and exchange, rights to subscribe, payment of dividends, reorganizations or recapitalization, tender offers and voting and registration rights), and Pledgor agrees that Secured Party shall have no responsibility or liability for informing Pledgor of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto

(b) Pledgor is not a Registered Organization. Pledgor's type of organization is set forth on Schedule 2. The addresses of all of Pledgor's places of business, including the Chief Executive Office, are set forth on Schedule 2

(c) All information herein or hereafter supplied to Secured Party by or on behalf of Pledgor in writing with respect to the Collateral is, or in the case of information hereafter supplied will be, accurate and complete in all material respects

(d) Pledgor is and will be the sole legal and beneficial owner of the Collateral (including the Pledged Interests and all other Collateral acquired by Pledgor after the date hereof) free and clear of any adverse claim, Lien or other right, title or interest of any party, other than the Liens in favor of Secured Party and liens permitted pursuant to the Facility Agreement ("Permitted Liens"), provided that nothing herein shall prohibit any Permitted Disposal or any Permitted Transaction

(e) This Agreement, the filing of any financing statements referred to in Section 6 of this Agreement, and, if applicable, the delivery to Secured Party of the Pledged Interests representing Collateral (or the control agreements referred to in Section 3 of this Agreement), create a valid, perfected and first priority security interest in 100% of the Pledged Interests in favor of Secured Party securing payment of the Obligations, and all actions necessary to achieve such perfection have been duly taken or will be taken

(f) Schedule 1 to this Agreement is true and correct and complete in all material respects Without limiting the generality of the foregoing (i) except for the Pledged Interests evidenced by the Mobile Works Certificate, none of the Pledged Interests is in certificated form and, except to the extent registered in the name of Secured Party or its nominee pursuant to the provisions of this Agreement, are registered in the name of Pledgor, and (ii) the Pledged Interests as to each of the Issuers constitute at least the percentage of all the fully diluted, issued and outstanding Equity Interests of such Issuer as set forth in Schedule 1 to this Agreement

(g) There are no presently existing Future Rights or Proceeds owned by Pledgor

(h) The Pledged Interests have been duly issued and are duly outstanding

(i) The pledge of the Collateral pursuant to this Agreement does not violate the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System (the "Federal Reserve Regulations"), and no part of the proceeds of any loan under the Facility Agreement will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of Regulation T, U or X of the Federal Reserve Regulations

(j) Except for the Collateral evidenced by the Mobile Works Certificate, none of the Collateral is represented or evidenced by certificates or instruments. None of the Collateral is a security within the meaning of Article 8 of the Code or the corresponding provisions of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995

(k) Neither the limited liability company interests of Issuer nor the limited liability company agreement of Issuer, as amended from time to time, nor any other document, provides

that the limited liability company interests of Issuer are securities governed by Article 8 of the Code or the corresponding provisions of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995

6 Further Assurances

(a) Pledgor agrees that from time to time, at the expense of Pledgor, Pledgor will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or reasonably desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Pledgor will (i) at the request of Secured Party, execute such instruments or notices as may be necessary or reasonably desirable, in order to perfect and preserve the first priority security interests (subject to Permitted Liens) granted or purported to be granted hereby, (ii) allow inspection of the Collateral by Secured Party or Persons designated by Secured Party during normal business hours or such other time agreed to by the Pledgor and the Secured Party and upon Two Business Days prior notice, and (iii) appear in and defend any action or proceeding that may affect Pledgor's title to or Secured Party's security interest in the Collateral.

(b) Pledgor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Pledgor will furnish to Secured Party, upon the request of Secured Party (i) a certificate executed by an authorized officer of Pledgor, and dated as of the date of delivery to Secured Party, itemizing in such detail as Secured Party may reasonably request, the Collateral which, as of the date of such certificate, has been delivered to Secured Party by Pledgor pursuant to the provisions of this Agreement, and (ii) such statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request.

7 Covenants of Pledgor.

Pledgor shall

(a) Perform each and every covenant in the Credit Documents applicable to Pledgor,

(b) Not change the location of its Chief Executive Office, establish any new places of business, change the address of any of its places of business, or become a Registered Organization, in each case, without giving Secured Party written notice thereof on or before the earlier of the next Quarterly Update Date or the date that is 90 days after such change,

(c) Upon receipt by Pledgor of any material notice, report or other communication from any of the Issuers or any Holder relating to all or any part of the Collateral that can reasonably be expected to have a Material Adverse Effect on the Collateral, deliver such notice, report or other communication to Secured Party as soon as possible, but in no event later than five Business Days following the receipt thereof by Pledgor,

(d) Not permit, authorize or allow any Issuer to change, amend, add to or modify the limited liability company agreement of such Issuer that will or has the potential to adversely affect the Secured Party without the prior written consent of Secured Party,

(e) Not permit (i) the issuance of any additional limited liability company interests of an Issuer other than to Pledgor as permitted under the Facility Agreement, (ii) any of the Collateral to be represented or evidenced by certificates or instruments, other than the Mobile Works Certificate or any other certificate issued by an Issuer to Pledgor as permitted under the Facility Agreement, or (iii) any of the Collateral to be a security within the meaning of Article 8 of the Code or the corresponding provisions of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995, without the prior written consent of Secured Party, and

(f) Provide Secured Party with copies of (i) any proposed amendment to a limited liability company agreement of an Issuer (other than any amendment done to (x) correct any administrative errors or omissions or (y) effect administrative changes that are not, and do not have the potential to be, adverse to the Secured Party) at least five Business Days prior to any such amendment becoming effective, and (ii) any effective amendment to a limited liability company agreement no later than five Business Days after any such amendment becomes effective

8 Secured Party as Pledgor's Attorney-in-Fact

(a) Pledgor hereby irrevocably appoints Secured Party as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor, Secured Party or otherwise, from time to time at Secured Party's discretion, to take any action and to execute any instrument that Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including, upon the occurrence and during the continuation of an Event of Default (i) to receive, indorse and collect all instruments made payable to Pledgor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof to the extent permitted hereunder and to give full discharge for the same and to execute and file governmental notifications and reporting forms, (ii) to enter into any control agreements Secured Party deems necessary pursuant to Section 3 of this Agreement, (iii) to arrange for the transfer of the Collateral on the books of any of the Issuers or any other Person to the name of Secured Party or to the name of Secured Party's nominee, (iv) to admit Secured Party or its nominee or designee as a member of any of the Issuers in lieu of Pledgor or to exercise all rights of Pledgor as a member of any of the Issuers, or (v) after notice to Pledgor, to

do anything which Pledgor is required to do under this Agreement, the limited liability company agreement of any of the Issuers or the other Credit Documents but has failed to do

(b) In addition to the designation of Secured Party as Pledgor's attorney-in-fact in subsection (a), Pledgor hereby irrevocably appoints Secured Party as Pledgor's agent and attorney-in-fact, and upon the occurrence and during the continuation of an Event of Default, to make, execute and deliver any and all documents and writings which may be necessary or appropriate for approval of, or which may be required by, any regulatory authority located in any city, county, state or country where Pledgor or any of the Issuers engage in business, in order to transfer, or more effectively transfer, any of the Pledged Interests or otherwise enforce Secured Party's rights hereunder

9 Remedies upon Default

Upon the occurrence and during the continuance of an Event of Default

(a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (irrespective of whether the Code applies to the affected items of Collateral), and Secured Party may also without notice (except as specified below) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable, irrespective of the impact of any such sales on the market price of the Collateral. To the maximum extent permitted by applicable law, Secured Party may be the purchaser of any or all of the Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Pledgor, and Pledgor hereby waives (to the extent permitted by law) all rights of redemption, stay or appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten calendar days' notice to Pledgor of the time and place of any public sale or the time after which a private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the maximum extent permitted by law, Pledgor hereby waives any claims against Secured Party arising because the price at which any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree.

(b) Pledgor hereby agrees that any sale or other disposition of the Collateral conducted in conformity with reasonable commercial practices of banks, insurance companies or

other financial institutions in the city and state where Secured Party is located in disposing of property similar to the Collateral shall be deemed to be commercially reasonable

(c) Pledgor hereby acknowledges that the sale by Secured Party of any Collateral pursuant to the terms hereof in compliance with the Securities Act of 1933 as now in effect or as hereafter amended, or any similar statute hereafter adopted with similar purpose or effect (the "Securities Act"), as well as applicable "Blue Sky" or other state securities laws, may require strict limitations as to the manner in which Secured Party or any subsequent transferee of the Collateral may dispose thereof. Pledgor acknowledges and agrees that in order to protect Secured Party's interest it may be necessary to sell the Collateral at a price less than the maximum price attainable if a sale were delayed or were made in another manner, such as a public offering under the Securities Act. Pledgor has no objection to sale in such a manner and agrees that Secured Party shall have no obligation to obtain the maximum possible price for the Collateral. Without limiting the generality of the foregoing, Pledgor agrees that, upon the occurrence and during the continuation of an Event of Default, Secured Party may, subject to applicable law, from time to time attempt to sell all or any part of the Collateral by a private placement, restricting the bidders and prospective purchasers to those who will represent and agree that they are purchasing for investment only and not for distribution. In so doing, Secured Party may solicit offers to buy the Collateral or any part thereof for cash, from a limited number of investors reasonably believed by Secured Party to be institutional investors or other accredited investors who might be interested in purchasing the Collateral. If Secured Party shall solicit such offers, then the acceptance by Secured Party of one of the offers shall be deemed to be a commercially reasonable method of disposition of the Collateral.

(d) Subject to the terms of the limited liability company agreement of any of the Issuers, following the occurrence of an Event of Default, Pledgor hereby agrees, upon the request of Secured Party, to take any action or cause any action to be taken to permit Secured Party to exercise its rights and remedies under this Agreement, applicable law and the limited liability company agreement of any of the Issuers, including, without limitation, to admit Secured Party or its nominee or designee as a member of any of the Issuers. Pledgor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 9(d) and that such failure would not be adequately compensable in damages, and therefore agrees that Pledgor's covenants contained in this Section 9(d) may be specifically enforced. Any reference in this Agreement to Secured Party's nominee or designee shall include, without limitation, any holder of the limited liability company interests of an Issuer upon a foreclosure, sale or other transfer of the limited liability company interests of such Issuer pursuant to this Agreement or applicable law.

(e) PLEDGOR HEREBY EXPRESSLY WAIVES TO THE MAXIMUM EXTENT PERMITTED BY LAW (i) ANY CONSTITUTIONAL OR OTHER RIGHT TO A JUDICIAL HEARING PRIOR TO THE TIME SECURED PARTY DISPOSES OF ALL OR ANY PART OF THE COLLATERAL AS PROVIDED IN THIS SECTION, (ii) ALL RIGHTS OF REDEMPTION, STAY OR APPRAISAL THAT IT NOW HAS OR MAY AT ANY TIME IN THE FUTURE HAVE UNDER ANY RULE OF LAW OR STATUTE NOW EXISTING OR HEREFTER ENACTED, AND (iii) EXCEPT AS SET FORTH IN SUBSECTION (a) OF

THIS SECTION 9, ANY REQUIREMENT OF NOTICE, DEMAND, OR ADVERTISEMENT FOR SALE

10 Application of Proceeds

Upon the occurrence and during the continuance of an Event of Default, any cash held by Secured Party as Collateral and all cash Proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral pursuant to the exercise by Secured Party of its remedies as a secured creditor as provided in Section 9 shall be applied from time to time by Secured Party as provided in the Facility Agreement

11 Indemnity and Expenses

Pledgor hereby agrees

(a) To indemnify and hold harmless Secured Party and each of its directors, officers, employees, agents and affiliates from and against any and all claims, damages, demands, losses, obligations, judgments and liabilities (including, without limitation, reasonable attorneys' fees and expenses) in any way arising out of or in connection with this Agreement or the transactions contemplated hereby, except to the extent the same shall arise as a result of the gross negligence or willful misconduct of the party seeking to be indemnified, and

(b) To pay and reimburse Secured Party upon demand for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) that Secured Party may incur in connection with (i) the custody, use or preservation of, or the sale of, collection from or other realization upon, any of the Collateral, including the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, (ii) the exercise or enforcement of any rights or remedies granted hereunder, under the Facility Agreement, or under any of the other Credit Documents or otherwise available to it (whether at law, in equity or otherwise), or (iii) the failure by Pledgor to perform or observe any of the provisions hereof. The provisions of this Section shall survive the execution and delivery of this Agreement, the repayment of any of the Obligations, the termination of the commitments of Secured Party under the Facility Agreement and the termination of this Agreement or any other Credit Document

12 Duties of Secured Party

The powers conferred on Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose on it any duty to exercise such powers. Except as provided in Section 9-207 of the Code, Secured Party shall have no duty with respect to the Collateral or any responsibility for taking any necessary steps to preserve rights against any Persons with respect to any Collateral

13 Choice of Law and Venue, Submission to Jurisdiction, Service of Process

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT

REGARD TO PRINCIPLES OF CONFLICT OF LAWS THE PARTIES HERETO HEREBY DECLARE THAT IT IS THEIR INTENTION THAT THIS AGREEMENT SHALL BE REGARDED AS MADE UNDER THE LAWS OF THE STATE OF DELAWARE AND THAT THE LAWS OF SAID STATE SHALL BE APPLIED IN INTERPRETING ITS PROVISIONS IN ALL CASES WHERE LEGAL INTERPRETATION SHALL BE REQUIRED EACH OF THE PARTIES HERETO AGREES (A) THAT THIS AGREEMENT INVOLVES AT LEAST \$100,000 00, AND (B) THAT THIS AGREEMENT HAS BEEN ENTERED INTO BY THE PARTIES HERETO IN EXPRESS RELIANCE UPON 6 DEL C § 2708 EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES (A) TO BE SUBJECT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE FEDERAL COURTS SITTING IN THE STATE OF DELAWARE, AND (B) (1) TO THE EXTENT SUCH PARTY IS NOT OTHERWISE SUBJECT TO SERVICE OF PROCESS IN THE STATE OF DELAWARE, TO APPOINT AND MAINTAIN AN AGENT IN THE STATE OF DELAWARE AS SUCH PARTY'S AGENT FOR ACCEPTANCE OF LEGAL PROCESS AND NOTIFY THE OTHER PARTY OR PARTIES HERETO OF THE NAME AND ADDRESS OF SUCH AGENT, AND (2) THAT SERVICE OF PROCESS MAY, TO THE FULLEST EXTENT PERMITTED BY LAW, ALSO BE MADE ON SUCH PARTY BY PREPAID REGISTERED MAIL WITH A SIGNATURE REQUIRED AND A PROOF OF MAILING RECEIPT VALIDATED BY THE UNITED STATES POSTAL SERVICE CONSTITUTING EVIDENCE OF VALID SERVICE, AND THAT SERVICE MADE PURSUANT TO (B) (1) OR (2) ABOVE SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, HAVE THE SAME LEGAL FORCE AND EFFECT AS IF SERVED UPON SUCH PARTY PERSONALLY WITHIN THE STATE OF DELAWARE

(b) NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF SECURED PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY SECURED PARTY OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION

14 Amendments, etc

No amendment or waiver of any provision of this Agreement nor consent to any departure by Pledgor herefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of Secured Party to exercise, and no delay in exercising any right under this Agreement, any other Credit Document, or otherwise with respect to any of the Obligations, shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement, any other Credit Document, or otherwise with respect to any of the Obligations preclude any other or further exercise thereof or the exercise of any other right The remedies provided for in this Agreement or otherwise with respect to any of the Obligations are cumulative and not exclusive of any remedies provided by law

15 Notices

(a) Any communication in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by letter to:

Secured Party

Address 1 Churchill Place
London, England E14 5HP
Att Irana Richards

Pledgor.

Address 340 Kifissias Ave Neo Psychiko
154 51 Athens, Greece
Att Panagiotis Dimitropoulos and Verónica Nocetti

or any substitute details notified to the other parties on not less than 5 Business Days' notice

(b) Any communication under this Agreement will only be effective

(i) if by way of fax, when received in legible form,

(ii) if by way of letter,

when it has been delivered personally or 5 Business Days after being properly posted by first class prepaid post. Any communication with Secured Party shall be effective when actually received by the correct department or officer of Secured Party identified in Section 15(a)

16 Continuing Security Interest

(a) This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the indefeasible payment in full of the Obligations, including the cash collateralization, expiration or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Facility Agreement, (b) be binding upon Pledgor and its successors and assigns, and (c) inure to the benefit of Secured Party and its successors, transferees and assigns. Upon the indefeasible payment in full of the Obligations, including the cash collateralization, expiration or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Facility Agreement, the security interests granted herein shall automatically terminate and all rights to the Collateral shall revert to Pledgor.

(b) Upon any sale or other transfer by Pledgor of any Collateral that is expressly permitted under the Facility Agreement or upon the effectiveness of any written consent to the

release of the security interest granted hereby in any Collateral by Secured Party (such Collateral, the "Released Collateral"), the security interest in such Collateral (other than any security interest in any Proceeds of any Released Collateral, solely to the extent the security interest in the Proceeds of such Released Collateral is not released by the Secured Party) shall be automatically released

(c) Upon any such termination or release pursuant to paragraph (a) or (b), Secured Party will, at Pledgor's expense, execute and deliver to Pledgor such documents as Pledgor shall reasonably request to evidence such termination or release. Such documents shall be prepared by Pledgor and shall be in form and substance reasonably satisfactory to Secured Party and Pledgor

17 Security Interest Absolute

To the maximum extent permitted by law, all rights of Secured Party, all security interests hereunder, and all obligations of Pledgor hereunder, shall be absolute and unconditional irrespective of

(a) any lack of validity or enforceability of any of the Obligations or any other agreement or instrument relating thereto, including any of the Credit Documents,

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of, or any consent to any departure from, any of the Credit Documents, or any other agreement or instrument relating thereto,

(c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of, or consent to departure from, any guaranty for all or any of the Obligations, or

(d) any other circumstances that might otherwise constitute a defense available to, or a discharge of, Pledgor

To the fullest extent permitted by applicable law, Pledgor hereby waives defenses based on suretyship

18 Headings

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

19 Severability

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby

20 Counterparts, Telefacsimile Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.

21 Waiver of Marshaling

Each of Pledgor and Secured Party acknowledges and agrees that in exercising any rights under or with respect to the Collateral, Secured Party (a) is under no obligation to marshal any Collateral, (b) may, in its absolute discretion, realize upon the Collateral in any order and in any manner it so elects, and (c) may, in its absolute discretion, apply the proceeds of any or all of the Collateral to the Obligations in any order and in any manner it so elects. Pledgor and Secured Party waive any right to require the marshaling of any of the Collateral.

22 Waiver of Jury Trial

PLEDGOR AND SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. PLEDGOR AND SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature page to follow]

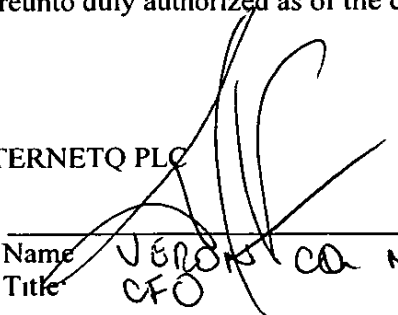
IN WITNESS WHEREOF, Pledgor and Secured Party have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first written above

INTERNETQ PLC

By

Name

Title


VERONICA NOCETTI
CFO

BARCLAYS BANK PLC

By

Name

Title

[Signature Page to InternetQ plc Pledge Agreement]

IN WITNESS WHEREOF, Pledgor and Secured Party have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first written above

INTERNETQ PLC

By _____
Name
Title

BARCLAYS BANK PLC

By _____
Name JOHN ALDRED
Title DIRECTOR.

[Signature Page to InternetQ plc Pledge Agreement]

[REDACTED]

Schedule 1

Pledged Interests

Name of Issuer	Jurisdiction of Organization	Type of Interest	Number of Shares/Units/Interests (if applicable)	Certificate Number(s) (if any)	Percentage of Outstanding Interests in Issuer
Mobile Works Latam LLC	Delaware	Limited Liability Company	Not applicable	No 2	100

Schedule 2

Pledgor Information

Type of Organization Public Limited Company

Address of Chief Executive Office The St Botolph Building, 138 Houndsditch, London EC3A 7AR

Address of All Places of Business The St Botolph Building, 138 Houndsditch, London EC3A 7AR, 340 Kifissias Ave, Neo Psychiko 15451 Greece

Exhibit A

Indorsement Certificate

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer unto _____, [_____] (____) limited liability company interests] [____ percent (%) of the limited liability company interests in] _____ (the "Issuer") standing in the undersigned's name on the books of the Issuer [represented by Certificate No(s) _____], and does hereby irrevocably constitute and appoint as the undersigned's attorney-in-fact to transfer the said limited liability company interests on the books of the Issuer with full power of substitution in the premises

Date

[PLEDGOR],

By _____
Title