



Registration of a Charge

Company name: **SoundCloud Limited**

Company number: **06343600**



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Received for Electronic Filing: **03/04/2017**

Details of Charge

Date of creation: **22/03/2017**

Charge code: **0634 3600 0007**

Persons entitled: **ARES CAPITAL CORPORATION (AS SECURITY AGENT)**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **LUKE ROBINSON (BIRMINGHAM)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6343600

Charge code: 0634 3600 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd March 2017 and created by SoundCloud Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2017 .

Given at Companies House, Cardiff on 4th 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**



DATED

22 March 2017

(1) SOUNDCLOUD LIMITED
as Transferor

- and -

(2) ARES CAPITAL CORPORATION
as Security Agent

**SECURITY TRANSFER OF
TITLE AGREEMENT**
(Sicherungsübereignungsvertrag)
relating to
movable assets



WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

DATE

3rd April 2017

SIGNED

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THIS SECURITY TRANSFER OF TITLE AGREEMENT (the "Agreement") is made on 22
March 2017

BETWEEN:

- (1) **SOUNDCLOUD LIMITED**, a limited liability company under English law, registered under number 6343600, England and Wales, as transferor (the "**Transferor**" and the "**Borrower**"; and
- (2) **ARES CAPITAL CORPORATION**, as transferee and as security agent (the "**Security Agent**"; the Transferor and the Security Agent collectively, the "**Parties**").

BACKGROUND:

- A Pursuant to a \$ 70,000,000 senior facility agreement dated 10 March 2017 between, *inter alios*, the Borrower, the Lenders (as defined below) and the Security Agent (the "**Senior Facility Agreement**"), the Original Lenders have agreed a term loan facility to the Borrower.
- B The terms of an intercreditor agreement dated 10 March 2017 between, *inter alios*, the Security Agent, the Lenders and the Borrower (the "**Intercreditor Agreement**") provide for a separate and independent obligation of any Obligor (as defined by reference below) to pay to the Security Agent an amount which is equal at any time to the aggregate of all amounts owed at that time by that Obligor (as defined by reference below) to the Secured Parties (as defined by reference below) (the "**Parallel Debt**"). The Security Agent will hold and administer the security created under this Agreement as trustee (*Sicherheitsentrehänder*) under German law for the benefit of the other Secured Parties (as defined below) and on its own behalf in its capacity as creditor of the Parallel Debt, in each case in accordance with the terms of the Intercreditor Agreement
- C It is a condition subsequent under the Senior Facility Agreement that the Transferor provides certain security to the Security Agent for the benefit of the Secured Parties to secure the Secured Obligations (as defined below).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used but not defined in this Agreement shall have the meaning given to them in the Senior Facility Agreement (including by reference); and:

"**Agent**" means Ares Capital Corporation and any person as successor in the capacity as agent for the other Finance Parties;

"**Arranger**" means Ares Capital Corporation and any person as successor in that capacity;

"**Asset List**" has the meaning given to such term in clause 6.1(a);

"**BGB**" means the German Civil Code (*Bürgerliches Gesetzbuch*);

"**Collateral**" means each of the Equipment transferred or assigned hereunder and any other rights transferred or assigned hereunder;

"Enforcement Event" has the meaning given to such term in clause 13.1(a);

"Equipment" means all movable capital assets (*bewegliches Anlagevermögen*) (including plant and machinery (*technische Anlagen und Maschinen*), furniture, and other equipment (*Betriebs- und Geschäftsausstattung*) located in Germany, except of computers (including notebooks, tablets, macbooks, eg), mobile phones, smartphones and other mobile devices and excluding the Excluded Assets;

"Event of Default" means any event of default under the Senior Facilities Agreement;

"Excluded Assets" means assets belonging to employees of the Transferor and clearly labelled and marked as such;

"Finance Documents" means the Senior Facility Agreement, any accession deed relating to the Senior Facility Agreement, any compliance certificate relating to the Senior Facility Agreement, any fee letters relating to the Senior Facility Agreement, the Intercreditor Agreement, any Transaction Security Document, any warrant instrument granted to any Lender, any utilisation request in relation to the Senior Facility Agreement and any other document designated as a *"Finance Documents"* by the Agent and the Parent;

"Finance Party" means the Agent, the Arranger, the Security Agent or a Lender;

"Group" means the Borrower and each of its Subsidiaries for the time being;

"Guarantors" are SoundCloud Limited, SoundCloud, Inc, SoundCloud Operations, Inc., any other person acceding to the Senior Facility Agreement in such capacity and any of their successor(s) from time to time unless it has ceased to be a Guarantor in accordance with the terms of the Senior Facility Agreement;

"InsO" means the German Insolvency Act (*Insolvenzordnung*);

"Lenders" means Ares Capital Corporation, Kreos Capital V (UK) Limited, Davidson Technology Growth Debt Fund and any other person becoming a lender under the Senior Facility Agreement and which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facility Agreement;

"Obligor" means the Borrower and the Guarantors;

"Secured Obligations" means all present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity, including the obligations arising under the Parallel Debt, including any claims for the payment of principal, interest, costs, fees or damages based on contract, unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*), as well as any claims arising from the insolvency administrator's choice to fulfil mutual agreements according to section 103 InsO;

"Secured Party" means the Security Agent, any Receiver or Delegate (each as defined in the Intercreditor Agreement) and each of the Finance Parties from time to time but, in the case of each Finance Party, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 17.6 (Creditor Accession Undertaking) of the Intercreditor Agreement; **"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Areas" means the areas unshaded on the site maps attached as Schedule 3: (*Site Maps*) and such other location in relation to which the Transferor

- (a) has provided a site map analogue the form of Schedule 3: (*Site Maps*) and
- (b) has received the prior consent (*vorherige Zustimmung*) of the Security Agent;

"Subsidiary" means a subsidiary (*Tochterunternehmen*) for the purpose of section 290 German Commercial Code (*Handelsgesetzbuch - HGB*);

"Transaction Security Document" means this Agreement and any agreement or document creating, purporting to create or evidencing a Security, including any guarantee, indemnity, preferential arrangement or subordination arrangement, for and with regard to the Secured Obligations; and

"Transferred Assets" means the Equipment transferred to the Security Agent pursuant to clause 2 (*Transfer of Title*).

1.2 Interpretation

In this Agreement:

- (a) any reference to a **"clause"** or a **"schedule"** is a reference to a clause of, or a schedule to, this Agreement and schedules shall form an integral part of this Agreement;
- (b) **"include"**, **"including"** and **"in particular"** shall be construed without limitation;
- (c) any reference to a **"person"** includes any individual, firm, company, corporation, state or agency, any unincorporated association or body (including a partnership, trust, joint venture or consortium) or other entity (whether or not having separate legal personality);
- (d) **"promptly"** shall mean without undue delay (*ohne schuldhaftes Zögern*);
- (e) **"transfer"** shall, where used in connection with Secured Obligations, include assignment (*Abtretung*), assumption of contract (*Vertragsübernahme*), novation (*Schuldumschaffung*) and universal succession (*Gesamtrechtsnachfolge*);
- (f) where the context so permits, a reference to the singular includes the plural and *vice versa*;
- (g) an Event of Default is **"continuing"** if it has not been waived;
- (h) any reference to a defined document or provision of statutory law is a reference to that defined document or provision as amended, supplemented, restated or novated from time to time;
- (i) headings are for ease of reference only and shall be ignored in the construction of this Agreement;
- (j) where a German language term has been added to an English language term, such German term shall be decisive throughout; and

- (k) in the event of a conflict between this Agreement and the Intercreditor Agreement, the relevant provision of the Intercreditor Agreement shall (to the extent permitted by law) prevail.

2. TRANSFER OF TITLE

- (a) The Transferor hereby transfers (*übereignen*) to the Security Agent for security purposes title to any present and future Equipment located in a Security Area.
- (b) Title to all present Transferred Assets shall pass to the Security Agent upon the execution (*Abschluss*) of this Agreement.
- (c) Title to all future Transferred Assets shall pass to the Security Agent upon such Transferred Assets being brought into a Security Area.
- (d) To the extent the Transferor holds, or will hold, a co-ownership share (*Miteigentum*) or expectancy right (*Anwartschaftsrecht*) in any Transferred Asset, the Transferor hereby transfers such present and future co-ownership share or expectancy right to the Security Agent. To the extent the Transferor does not have full or sole title to any of the Transferred Assets it hereby assigns to the Security Agent the rights of utilisation arising under the relevant agreements.
- (e) The transfer of title pursuant to this Agreement to the Security Agent shall not be affected by the removal of any Transferred Asset from a Security Area.
- (f) The Security Agent hereby accepts the transfers of title and assignments pursuant to this clause 2.

3. SUBSTITUTION OF PHYSICAL DELIVERY

Delivery of possession (*Besitz*) of the Transferred Assets to the Security Agent is hereby replaced by the Transferor agreeing to hold the Transferred Assets in gratuitous custody (*unentgeltliche Verwahrung*) for the Security Agent. To the extent that any third person has or obtains direct possession (*unmittelbarer Besitz*) of the Transferred Assets (or any of them) the Transferor hereby assigns all present and future claims against such third person, including any claim for return (*Herausgabeansprüche*), on whatsoever legal grounds to the Security Agent as substitute for the transfer of possession. The Security Agent hereby accepts the custody and assignment.

4. FURTHER ASSURANCE

Should any further measure or declaration be or become necessary or reasonably expedient for the effectiveness or enforceability of the security created under this Agreement, the Transferor shall subject to the Agreed Security Principles promptly take such measure and make such declaration upon the reasonable request of the Security Agent (in such form the Security Agent may reasonably require).

5. SECURITY PURPOSE

The Collateral shall secure the prompt, complete and irrevocable discharge of the Secured Obligations. It shall also cover any future extension, prolongation or increase of the Secured Obligations. The Transferor herewith explicitly consents to any such future extension, prolongation or increase. The principles of section 1210 subsection 1 sentence 2 BGB shall not apply.

6. ASSET LISTS, HANDLING AND LABELLING AND INSPECTION

6.1 Asset Lists

- (a) No later than ten (10) Business Days after the expiry of each calendar year and at any time upon the request of the Security Agent (acting reasonably), the Transferor shall deliver to the Security Agent an updated list of its Equipment substantially in the form of Schedule 2: (*Form of Asset List*) or Schedule 1 (the "**Asset List**"). The Asset Lists shall be provided in electronic copy or in such other form as agreed between the Transferor and the Security Agent.
- (b) If for any reason whatsoever a Transferred Asset is not or not correctly listed in an Asset List the transfer of title to the Transferred Assets hereunder shall not be affected.
- (c) The Transferor shall upon the Security Agent's request (acting reasonably) promptly provide all information, documents and deeds relating to the Transferred Assets in such form as requested by the Security Agent (acting reasonable).

6.2 Labelling of the Transferred Assets

The Security Agent shall be entitled to label and to request the Transferor to label the Transferred Assets in a manner requested by the Security Agent if a Default has occurred. If and to the extent Transferred Assets are in possession of a third person, the Transferor shall procure that such third person either permits the Security Agent or the Transferor (as the case may be) to so label the Transferred Assets or labels them in such manner itself if so requested by the Security Agent once an Event of Default has occurred.

6.3 Right of inspection

Upon five (5) Business Days' prior notice to the Transferor the Security Agent may inspect the Transferred Assets (or any of them) during normal business hours or have them inspected by a duly authorised representative. Upon the occurrence of an Event of Default, the Security Agent may so inspect at any time without prior notice. The Transferor shall assist the Security Agent with the inspection and provide all information and documentation necessary or expedient to inspect, assess or evaluate the Transferred Assets. If data concerning Transferred Assets is stored in an electronic data system, including peripheral equipment, then the Transferor shall provide support by staff, printed documentation or storage media and to undertake any other measures which are necessary or reasonably expedient to inspect, evaluate or realise the Transferred Assets (or any of them).

6.4 Third person possession

- (a) To the extent Transferred Assets are in the possession of a third person, the Transferor hereby irrevocably instructs such third person to:
 - (i) grant the Security Agent unlimited access to such Transferred Assets; and
 - (ii) provide to the Security Agent all information, documents, deeds and lists relating to such Transferred Assets.
- (b) Upon the Security Agent's request, the Transferor shall promptly provide the Security Agent with separate powers of attorney (*Vollmachten*) in such scope.

6.5 Bookkeeping

- (a) To the extent the Transferor has instructed a third person with its bookkeeping and/or data processing it hereby irrevocably authorises (*bevollmächtigen*) the Security Agent to obtain all information, documents, deeds and lists in relation to the Transferred Assets directly from such third person in its own name and at the Transferor's reasonable cost.
- (b) Upon the Security Agent's request, the Transferor shall promptly provide the Security Agent with separate powers of attorney (*Vollmachten*) in such scope.

6.6 Security Agent's rights

The Security Agent will only use the instructions or powers of attorney granted under clause 6.4 (*Third person possession*) and/or clause 6.5 (*Bookkeeping*) if an Event of Default has occurred and is continuing.

7. THIRD PERSON RIGHTS

7.1 Supplier Contracts

- (a) The Transferor shall terminate any retention of title arrangements, including extended retention of title arrangements (*verlängerte und erweiterte Eigentumsvorbehalte*) by discharging the respective obligations when due or within any contractually agreed payment period, except in cases where the Transferor contends in good faith to have a right to withhold such payment.
- (b) The Transferor hereby assigns to the Security Agent any present and future claims arising out of the respective purchase and sale agreement against any supplier, in particular warranty claims (*Gewährleistungsansprüche*), claims to damages (*Schadensersatzansprüche*), based on contract or tort (*Delikt*) or claims to unjust enrichment (*ungerechtfertigte Bereicherung*). The Security Agent hereby accepts this assignment.

7.2 Liens and rights of third persons

- (a) In the event a Transferred Asset is or becomes subject to any statutory lien (*gesetzliches Pfandrecht*, such as a lessor's or warehouse keeper's lien) or to any contractual lien, the Transferor shall promptly:
 - (i) inform the Security Agent thereof; and
 - (ii) upon request by the Security Agent prove the prompt and full discharge of the obligations so secured as they fall due or within any contractually agreed payment period, except in cases where the Transferor contends in good faith to have a right to withhold such payment.
- (b) The Transferor shall use its best endeavours that a waiver declaration substantially as set out in Schedule 4: (*Waiver Declaration*) with reference to any statutory or contractual lien will be provided by each beneficiary of such lien to the Security Agent.

7.3 Authority of Payment

If the Transferor does not comply with its obligation pursuant to clause 7.2 (*Liens and rights of third person*) the Security Agent shall at any time be entitled, but in no way obliged, to discharge, or to provide security (*Sicherheit leisten*) for, obligations (or parts thereof) of the Transferor secured by such retention of title arrangement or lien on behalf and at the reasonable cost of the Transferor to terminate such retention of title arrangement or lien.

8. INSURANCE

8.1 Insurance

Subject to the provisions in the Senior Facility Agreement, the he Transferor shall:

- (a) to the extent as is usual for companies carrying on the same or substantially similar business insure and keep insured with one or more sound and reputable insurance company(s) the Equipment at their full replacement value (*Wiederbeschaffungswert*) against all risks that a prudent businessman in the business would seek insurance coverage for and as directed by the Security Agent;
 - (i) duly and timely;
 - (ii) pay premiums and other sums of money payable in respect of any insurance and promptly evidence every such payment to the Security Agent; and
 - (iii) comply with its other obligations under and in connection with an insurance; and
- (b) upon reasonable request of the Security Agent, promptly provide to the Security Agent copies of any insurance contract, policies or other documents in relation to an insurance insuring its Equipment.

8.2 Insurance confirmation

The Transferor shall within five (5) Business Days of this Agreement and at such time a new insurance agreement with respect to its Equipment entered into, procure that the relevant insurance company issues and delivers to the Security Agent an insurance confirmation (*Sicherungsschein/Sicherungsbestätigung*) substantially in the form as set out in Schedule 5 (*Form of Insurance Confirmation*).

8.3 Remedy

In the event the Transferor does not comply with its obligations under clause 8.1 (*Insurance*), the Security Agent shall be entitled, but in no way obliged, to fulfil such obligation, as it deems necessary or expedient, on behalf and at the reasonable cost of the Transferor.

9. REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR

9.1 Representations and Warranties

The Transferor hereby represents and warrants to the Security Agent in the form of an independent guaranty (*unabhängiges Garantieversprechen*) pursuant to section 311 BGB as of the date of this Agreement that:

- (a) except as expressly permitted under the Senior Facility Agreement it is the sole unrestricted holder, owner, co-owner or beneficiary of an expectancy right of or in relation to the Collateral and may freely dispose of the Collateral without any restrictions (which excludes for the avoidance of doubt the Excluded Assets);
- (b) except as expressly permitted under the Senior Facility Agreement the Transferred Assets are not subject to any encumbrance (including any real estate security (*Grundpfandrechte*);
- (c) its Equipment is located in a Security Area;
- (d) the site maps attached as Schedule 3: (*Site Maps*) are correct and sufficient to identify the Security Areas without the need of recourse to any document other than this Agreement;
- (e) each Asset List and other all information provided to the Security Agent under or in connection with this Agreement is complete and correct as of its respective date in all material respects; and
- (f) the Transferred Assets are suitable for normal use, in good condition and properly maintained.

9.2 Repeating Representations

The representations and warranties under clause 9.1 (*Representations and Warranties*) shall be repeated by the Transferor by way of delivery of each Asset List and by reference to the facts and circumstances then existing.

10. UNDERTAKINGS BY THE TRANSFEROR

The Transferor hereby undertakes to the Security Agent:

- (a) not to defeat, impair or circumvent in any way the rights of the Security Agent created under this Agreement;
- (b) keep the Equipment and any part thereof in good repair and in good working order and condition (fair wear and tear excepted);
- (c) not to make any alterations to Equipment if as a result of such alterations the value of the Equipment is reduced;
- (d) except as permitted by a Finance Document or with the prior written consent of the Security Agent, not to sell, transfer, grant any security or otherwise encumber any of the Transferred Assets in favour of a third person or permit to subsist, create or agree to create any security or third person right in or over the Transferred Assets;
- (e) subject to clause 11 (*Disposal*), not to agree to any arrangement with third parties adversely affecting the value or transferability of any of the Transferred Assets outside of the ordinary course of business;
- (f) subject to the Agreed Security Principles, to execute and do all such assurances, acts and things as the Security Agent may reasonably require for protecting and enforcing the security intended to be created by this Agreement;

- (g) to promptly inform the Security Agent of any attachments (*Pfändung*) or of any other third person measure which may materially impair or jeopardise the Security Agent's right to the Transferred Assets or parts thereof. In such event it shall provide the Security Agent with a copy of the attachment order (*Pfändungsbeschluss*) or any documents necessary or reasonably expedient for a defence against such measures. In addition, the Transferor shall inform such third person promptly in writing of the Security Agent's security in the respective Transferred Asset;
- (h) to notify the Security Agent promptly if any representation or warranty made in this Agreement is or becomes untrue or misleading at any time;
- (i) clearly mark the transfer of title to the Transferred Assets to the Security Agent in its books, ledgers and systems; and
- (j) provide the Security Agent with new Site Maps once the sublease regarding parts of the third floor of Rheinsberger Strasse 76/77 expires.

11. DISPOSAL

- (a) The Transferor shall not dispose of, sell or transfer Equipment transferred under this Agreement or remove it from a Security Area (each a "**Disposition**").
- (b) Clause 11(a) does not apply to Dispositions:
 - (i) of obsolete, redundant or surplus assets where any proceeds are paid into an account subject to a Security in favour of a Secured Party;
 - (ii) of assets in exchange for other assets comparable or superior as to type, value and quality;
 - (iii) from one Security Area to another;
 - (iv) which are temporary and necessary for the repair, upgrade or fitting of an asset; *provided that*:
 - (A) the asset shall in no event be removed from German soil; and
 - (B) the Transferor has before removing any asset notified the Security Agent of the asset to be removed and the new location to which the asset is to be moved, including a full postal address and postcode;
 - (v) as permitted under the Senior Facility Agreement (e.g. being part of a Permitted Disposal and/or Permitted Transaction (each as defined in the Senior Facility Agreement)); or
 - (vi) with the prior written consent of the Security Agent.

12. PROCESSING AND COMMINGLING OF THE TRANSFERRED ASSETS

- (a) The Security Agent hereby authorises the Transferor to use the Transferred Assets in its respective production processes. The processing shall be carried out, free of charge, on behalf and for the account of the Security Agent (*fremdnützige Verarbeitung*) in such a manner that the Security Agent shall remain or become

owner, co-owner or have an expectancy right in the products resulting from such processing.

- (b) To the extent that, as a result of such processing the Security Agent does not gain or maintain any right in a product resulting from processing as set out in clause 12(a) but loses thereby its ownership, co-ownership or expectancy right in a Transferred Asset, the Security Agent shall acquire such ownership, co-ownership or expectancy right as soon as the Transferor has gained or regained ownership, co-ownership or an expectancy right in such Transferred Asset used in a production process and/or a new product.
- (c) To the extent that the Transferor commingles (*Vermischung*) the Transferred Assets with goods or materials not forming part of the Transferred Assets, ownership, co-ownership or an expectancy right in any new product shall pass to the Security Agent automatically upon the Transferor acquiring any of these rights, and the Security Agent hereby accepts such transfer.
- (d) To the extent that ownership, co-ownership or any expectancy right in a new product passes to the Security Agent, possession of such new products shall be substituted by the Transferor holding these in gratuitous custody for the Security Agent. To the extent that a third person possesses any of the new products, the Transferor hereby assigns to the Security Agent any present, future, actual and contingent claims which it has or may have against such third person to possession or repossession, and the Security Agent hereby accepts such assignment.
- (e) The Transferor hereby assigns to the Security Agent all rights to demand from a third person the transfer or retransfer of ownership, co-ownership or of an expectancy right in the new products or real value compensation (*Wertersatz*) pursuant to law. The Security Agent hereby accepts these assignments.
- (f) The Transferor hereby assigns to the Security Agent any future claims it may have against a third person with respect to any processing agreement the Transferor may have entered into with respect to the Transferred Assets or any new product deriving therefrom. The Security Agent hereby accepts such assignment.
- (g) At any time after the occurrence of a Default, the Security Agent shall be entitled to revoke the Transferor's rights to process the Transferred Assets pursuant to this clause 12.

13. ENFORCEMENT

13.1 Right of realisation

- (a) Upon the occurrence of an Event of Default which is continuing in respect of which the Security Agent has exercised its rights under clause 23.19 of the Senior Facility Agreement and if the Secured Obligations have become due and payable in whole or in part (the "Enforcement Event") the Security Agent shall be entitled to enforce its rights under this Agreement, in particular to:
 - (i) realise the Collateral including by way of private sale (*freihändiger Verkauf*) at such place and on such terms as the Security Agent sees fit;
 - (ii) to revoke or limit the rights of the Transferor pursuant to clause 11(b);

- (iii) instruct the Transferor:
 - (A) to surrender (*herausgeben*) or procure the surrender of the Collateral (or any part thereof) to the Security Agent (or a person designated by it);
 - (B) to sell, and procure the sale, of the Collateral (or any part thereof) on behalf of the Security Agent and in strict accordance with its instructions and to procure that proceeds of such sale are paid by any acquirer to an account of the Security Agent or otherwise delivered to the Security Agent;
- (iv) take all measures and enter into all agreements, in particular seek advice from surveyors, accountants, other counsel and/or legal advice whenever in its sole discretion it seems advisable;
- (b) The Transferor shall:
 - (i) render at its own reasonable cost all necessary, expedient and lawful assistance in order to facilitate the enforcement of this Agreement and the realisation of the Collateral (or parts thereof);
 - (ii) upon the Security Agent's request, promptly furnish the Security Agent with all documents of title and other relevant documents in relation to the Collateral.

13.2 Enforcement Notice

- (a) The Security Agent shall notify the Transferor at least five (5) Business Days prior to any enforcement. Prior notice is not required if:
 - (i) the Transferor has generally ceased to make payments (*Zahlungseinstellung*);
 - (ii) an application has been filed for the commencement of insolvency proceedings (*Antrag auf Eröffnung des Insolvenzverfahrens*) or any analogous proceedings in any jurisdiction) over the assets of the Transferor by the Transferor or any of its creditors (in the latter case only if it was not a fraudulent or frivolous application which is dismissed within 15 Business Days of filing);
 - (iii) insolvency proceedings have been opened (*Eröffnung des Insolvenzverfahrens*) against the Transferor; or
 - (iv) it is otherwise inappropriate (*untunlich*) in the meaning of Section 1234 para. 1 BGB.

13.3 Application of proceeds

The Security Agent shall use any proceeds received from the realisation of the Collateral towards discharge of the Secured Obligations. Any amount exceeding the Secured Obligations will be paid to the Transferor, upon complete and irrevocable satisfaction of all Secured Obligations. The Security Agent may deduct from the proceeds any tax, expenses, fees and any other amount incurred in connection with the realisation of the Collateral.

13.4 Selection of security

The Security Agent may, at its sole discretion, determine which of the Collateral or other Security (created under this Agreement or other agreements) shall be realised to satisfy the Secured Obligations.

13.5 Waiver of defences

- (a) The Transferor has no defences of revocation (*Einrede der Anfechtbarkeit*) and set-off (*Einrede der Aufrechnung*) and no defences based on defences any Obligor may have against the Secured Obligations. Such waiver shall not apply to set-off with counterclaims that are (i) uncontested (*unbestritten*) or (ii) based on an unappealable court decision (*rechtskräftig festgestellt*). The Security Agent is not required to proceed against or enforce any other rights or security before enforcing the security created hereunder.
- (b) Unless or until all the Secured Obligations have been unconditionally and irrevocably discharged in full, no rights of the Security Agent shall pass to the Transferor by subrogation or otherwise. Further, the Transferor shall not at any time before, on or after an enforcement of the Collateral, and as a result of the Transferor entering into this Agreement, be entitled to demand indemnification or compensation from an Obligor or any affiliate of an Obligor or assign any of these claims until the complete and unconditional discharge of the Secured Obligations.

14. RELEASE OF SECURITY (*SICHERHEITENFREIGABE*)

- (a) Upon complete, irrevocable and unconditional discharge of the Secured Obligations and provided no Secured Party has any further commitment obligation or liability under or pursuant to the Finance Documents, the Security Agent shall promptly, at request and at the reasonable cost and expense of the Transferor, re-transfer to the Transferor the Transferred Assets and re-transfer/reassign all other Security created hereunder and surrender the excess proceeds, if any, resulting from any realisation thereof. The Security Agent will, however, transfer any Transferred Assets or excess proceeds to a third person, if so required by law.
- (b) At any time when the aggregate Security granted to secure the Secured Obligations (the "Relevant Security") which can be realised in an event of enforcement of the Relevant Security (*realisierbarer Wert*) exceeds 110 per cent. of the outstanding Secured Obligations (the "Limit") not only temporarily (*nicht nur zeitweilig*), the Security Agent shall, on written demand of the Transferor, release such part of the Relevant Security (*Sicherheitenfreigabe*) as the Security Agent in its reasonable discretion may determine so as to reduce the realisable value of the Relevant Security to the Limit. In selecting the Relevant Security to be released, the Security Agent shall take into account the legitimate interests (*berechtigten Interessen*) of the Transferor.
- (c) In calculating the realisable value of the Relevant Security, no assets or their value shall be double-counted.
- (d) For the purposes of assessing the realisable value of any Transferred Assets the following shall, without double-counting, be deducted from the value of any Transferred Asset:
 - (i) the value of:

- (A) assets located outside of Germany;
 - (B) assets the location of which are unknown;
 - (C) assets not validly transferred to the Security Agent;
 - (D) damaged assets; and
 - (E) assets which cannot be lawfully used for their intended purposes;
- (ii) the amount secured by any prior ranking Security or retention right in favour of a third person in relation to any of the Transferred Assets; and
 - (iii) a discount of 25 per cent. for the risk of non-recovery.
- (e) In case the realisable value of the Relevant Security has decreased below the Limit (or would decrease below this amount upon a drawdown permitted under a Finance Document) and provided the Security Agent has prior to such decrease released Relevant Security, the Transferor shall, upon request by the Security Agent, promptly re-grant (or procure to be granted) such Security previously released as the Security Agent may in its reasonable discretion determine so as to increase the realisable value of the Relevant Security up to the Limit.
 - (f) All reasonable costs and expenses in relation to any retransfer, re-granting or valuation (irrespective of its result) pursuant to this clause 14 shall be borne by the Transferor.

15. TRANSFER

- (a) The Transferor shall not assign or transfer any of its rights, claims or obligations under or in connection with this Agreement without prior consent of the Security Agent.
- (b) The Security Agent may at any time assign and transfer its rights, claims and obligations, including by way of assumption of contract (*befreiende Vertragsübernahme*), under or in connection with this Agreement to a person appointed as successor security agent in accordance with and under the terms of the other Finance Documents. The Transferor hereby consents to any such transfer.

16. LIABILITY AND INDEMNITY

16.1 Liability for damages

The Security Agent shall not be liable for any losses, damages, costs, expenses, actions, claims, demands and liabilities suffered or incurred by or made against the Transferor except in case of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of the Security Agent.

16.2 Indemnification

The Transferor shall indemnify the Security Agent and keep the Security Agent indemnified against any losses, damages, costs, expenses, actions, claims, demands and liabilities which may be incurred by or made against the Security Agent for anything done or omitted in the exercise or purported exercise of the powers contained herein and occasioned by any breach

of the Transferor of any of its obligations or undertakings hereunder other than to the extent that such losses, damages, expenses, actions, claims, demands and liabilities are incurred or made against the Security Agent as a result of the wilful misconduct or gross negligence of the Security Agent.

17. COSTS AND EXPENSES

All costs, charges, (legal) fees and expenses reasonably incurred in connection with this Agreement, in particular:

- (a) the preparation, execution, translation, administration or modification of this Agreement;
- (b) the enforcement, attempted enforcement or preservation of any right or remedy under this Agreement; and
- (c) the realisation of Collateral;

shall be borne by the Transferor and the Transferor shall promptly upon demand pay to the Security Agent any such amounts (including any VAT thereon).

18. DURATION AND INDEPENDENCE

- (a) This Agreement shall remain in full force and effect until complete discharge of the Secured Obligations.
- (b) This Agreement shall create a continuing security and no change, amendment, or supplement whatsoever in any Finance Document or in any document or agreement related to any of the Finance Documents shall affect the validity or the scope of this Agreement or the obligations of the Transferor under it.
- (c) This Agreement is independent from any other security or guarantee which may have been or will be granted to any Finance Party in relation to the Secured Obligations (or parts thereof). No such other security or guarantee shall prejudice, shall be prejudiced by or shall be merged in any way with this Agreement.
- (d) Waiving the provisions of section 418 BGB, the Transferor hereby agrees that the security created hereunder shall not be affected by any transfer of the Secured Obligations to any third person.

19. PARTIAL INVALIDITY, WAIVERS

19.1 Invalidity

If any provision of this Agreement should be or become invalid or unenforceable in whole or in part, this shall indisputably (*unwiderlegbar*) not affect the validity of the remaining provisions of this Agreement. The invalid or unenforceable provision shall be deemed replaced by such provision which best meets the intent and the economic purpose of the invalid or unenforceable provision. The same shall apply *mutatis mutandis* in case of omissions (*Vertragslücken*).

19.2 Waiver

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy hereunder shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

20. AMENDMENTS

Any amendments to this Agreement, including to this clause 20, must be in writing or in stricter form, if required by law.

21. NOTICES

21.1 Communications in writing, contact details

- (a) Any notice, consent, approval or other communication in connection with this Agreement must be in writing and, unless otherwise stated, may be given in person, by post or fax:

- (i) in the case of the Transferor, to:

SoundCloud Limited
Branch Office (*Zweigniederlassung*) Berlin
Permanent Representative (*ständiger Vertreter*) within the meaning of section 13(e) para. 2, sentence 5 no. German Commercial Code (*Handelsgesetzbuch - HGB*): Address: Rheinsberger Straße 76, 10115 Berlin
Tel: +49 30 467 247 600
Attention: Alexander Ljung

- (ii) in case of the Security Agent:

Ares Capital Corporation
Address: One North Wacker Drive, 48th Floor, Chicago, IL 60606
Tel: 312.252.7586
Fax: 312.252.7501
Att.: Steven Michau
E-mail: smichau@aresmgmt.com

or any substitute address, fax number and the department or person, if any, for whose attention the communication is to be made as a Party may notify to each other Party with not less than five (5) Business Days' prior notice.

- (b) Proof of posting or dispatch of any notice or communication to the Transferor shall be considered proof of receipt (*widerlegbare Vermutung*):

- (i) in case of a letter, on the second business day (at the place of receipt) following the date of its posting; and
- (ii) in case of a fax transmission on the business day (at the place of receipt) immediately following the date of its dispatch.

21.2 Language

- (a) Any communication made in connection with this Agreement must be in English.
- (b) Any document provided in connection with this Agreement must be:
 - (i) in English; or
 - (ii) if not in English and if so requested by the Security Agent accompanied by a certified translation into English. In this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

22. GOVERNING LAW

- (a) This Agreement shall be governed by the laws of Germany.
- (b) The laws of Germany shall also be applicable to any non-contractual obligations arising under or in connection with this Agreement. This shall not prejudice the rights of third persons.

23. JURISDICTION

- (a) The courts of [Frankfurt am Main], Germany, shall have exclusive jurisdiction to settle any dispute in connection with this Agreement.
- (b) This clause 23 is for the benefit of the Security Agent only. To the extent admissible by law, the Security Agent may take proceedings in any other court with jurisdiction and concurrent proceedings in any number of jurisdictions.

[SCHEDULES AND EXECUTION PAGE TO FOLLOW]

SCHEDULE 1: INITIAL ASSET LIST

[List to be provided by SoundCloud, substantially in the form as set out in Schedule 2 below]



XXSC Asset Register

Report Date 1.19.17 10:05 AM

10 PL EUR

Page 1 of 1

Report Parameters

Block	SCL CORP-10 PL EUR-EUR
Location	BER-Q, LON-Q, NYC-Q, SFO-Q, AMS-P
From Period	12-2016
To Period	12-2016



XXSC Asset Register Totals

Report Date 1,15,17 10:05 AM

10 PL EUR

Page 1 of 1

Cost Account	Cost Begin Balance 12-31-15	Cost Additions	Cost Recoveries	Cost End Balance 12-31-16	Depreciation Begin Balance 12-31-15	Depreciation Additions	Depreciation Recoveries	Depreciation End Balance 12-31-16	Net Book Value Begin Balance 12-31-15	Net Book Value Additions	Net Book Value Recoveries	Net Book Value End Balance 12-31-16
0500	1,420,881.15	15,576.07	0.00	1,436,457.22	1,044,836.17	23,758.75	0.00	1,068,594.92	375,944.98	13,575.07	23,758.75	371,622.20
0550	1,751,302.47	28,425.22	0.00	1,779,727.69	919,369.83	44,502.43	0.00	963,872.26	832,023.54	29,425.22	44,502.43	816,946.33
0680	1,173,151.97	1,300.00	0.00	1,174,451.97	515,224.18	32,638.61	0.00	547,862.79	137,500.81	1,300.00	32,638.61	163,362.20
TOTAL	4,345,335.59	45,301.29	0.00	4,390,636.88	2,479,429.18	1,00,900.79	0.00	2,580,330.97	1,345,469.33	44,300.29	100,900.79	1,389,169.33

Asset Number	Asset Description	Location	Cost Basis 12-31-15	Cost Basis Additions	Cost Basis Reductions	Cost Basis 12-31-16	Depreciation 12-31-15	Depreciation Additions	Depreciation Reductions	Depreciation 12-31-16	Estimated Value 12-31-16	Estimated Value Additions	Estimated Value Reductions	Estimated Value 12-31-16	Asset Life in Years	Asset Status
10246	Phone 5 box	BER-4	563.03	0.00/0.00		563.03	663.03	0.00	0.00	663.03	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10248	Phone 5 box	BER-4	570.56	0.00/0.00		570.56	570.56	0.00	0.00	570.56	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10249	Phone 5 box	BER-4	565.14	0.00/0.00		565.14	565.14	0.00	0.00	565.14	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10250	Phone 5 box	BER-4	411.00	0.00/0.00		411.00	411.00	0.00	0.00	411.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10251	Phone 5 box	BER-4	1,827.50	0.00/0.00		1,827.50	1,827.50	0.00	0.00	1,827.50	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10252	Phone 5 box	BER-4	1,237.00	0.00/0.00		1,237.00	1,237.00	0.00	0.00	1,237.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10253	Phone 5 box	BER-4	350.56	0.00/0.00		350.56	350.56	0.00	0.00	350.56	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10254	Phone 5 box	BER-4	576.00	0.00/0.00		576.00	576.00	0.00	0.00	576.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10255	Phone 5 box	BER-4	1,885.71	0.00/0.00		1,885.71	1,885.71	0.00	0.00	1,885.71	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10256	Phone 5 box	BER-4	1,484.00	0.00/0.00		1,484.00	1,484.00	0.00	0.00	1,484.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10257	Phone 5 box	BER-4	537.00	0.00/0.00		537.00	537.00	0.00	0.00	537.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10258	Phone 5 box	BER-4	1,270.00	0.00/0.00		1,270.00	1,270.00	0.00	0.00	1,270.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10259	Phone 5 box	BER-4	761.00	0.00/0.00		761.00	761.00	0.00	0.00	761.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10260	Phone 5 box	BER-4	1,840.00	0.00/0.00		1,840.00	1,840.00	0.00	0.00	1,840.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10261	Phone 5 box	BER-4	1,719.00	0.00/0.00		1,719.00	1,719.00	0.00	0.00	1,719.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10262	Phone 5 box	BER-4	525.96	0.00/0.00		525.96	525.96	0.00	0.00	525.96	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10263	Phone 5 box	BER-4	484.28	0.00/0.00		484.28	484.28	0.00	0.00	484.28	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10264	Phone 5 box	BER-4	1,714.75	0.00/0.00		1,714.75	1,714.75	0.00	0.00	1,714.75	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10265	Phone 5 box	BER-4	587.35	0.00/0.00		587.35	587.35	0.00	0.00	587.35	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10266	Phone 5 box	BER-4	287.47	0.00/0.00		287.47	287.47	0.00	0.00	287.47	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10267	Phone 5 box	BER-4	2,882.35	0.00/0.00		2,882.35	2,882.35	0.00	0.00	2,882.35	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10268	Phone 5 box	BER-4	233.00	0.00/0.00		233.00	233.00	0.00	0.00	233.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10269	Phone 5 box	BER-4	525.96	0.00/0.00		525.96	525.96	0.00	0.00	525.96	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10270	Phone 5 box	BER-4	712.62	0.00/0.00		712.62	712.62	0.00	0.00	712.62	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10271	Phone 5 box	BER-4	2,337.15	0.00/0.00		2,337.15	2,337.15	0.00	0.00	2,337.15	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10272	Phone 5 box	BER-4	761.00	0.00/0.00		761.00	761.00	0.00	0.00	761.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10273	Phone 5 box	BER-4	1,327.00	0.00/0.00		1,327.00	1,327.00	0.00	0.00	1,327.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10274	Phone 5 box	BER-4	1,882.23	0.00/0.00		1,882.23	1,882.23	0.00	0.00	1,882.23	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10275	Phone 5 box	BER-4	1,227.75	0.00/0.00		1,227.75	1,227.75	0.00	0.00	1,227.75	0.00	0.00	0.00	0.00/2012-12-31	3	STL
10276	Phone 5 box	BER-4	1,327.00	0.00/0.00		1,327.00	1,327.00	0.00	0.00	1,327.00	0.00	0.00	0.00	0.00/2012-12-31	3	STL

Asset Number	Asset Description	Location	Cost Basis 12-31-11	Cost Additions	Cost Retirements	Current Balance 12-31-11	Depreciation Begin 12-31-11	Depreciation End 12-31-11	Depreciation Rate	Depreciation Balance 12-31-11	Net Book Value 12-31-11	Net Book Value Additions	Net Book Value Retirements	Net Book Value 12-31-11	Days Since Acquired	Days Since Retired	Days Since Disposed
11230	Service Charge	SEK-C	1,728.96	0.00	0.00	1,728.96	955.60	48.23	0.00	1,728.96	72.79	0.00	48.23	728.96	2015-04	571	36
11231	Service Charge	SEK-C	1,740.60	0.00	0.00	1,740.60	965.90	48.23	0.00	1,740.60	72.79	0.00	48.23	728.96	2015-04	571	36
11232	Service Charge	SEK-C	1,871.25	0.00	0.00	1,871.25	751.25	51.71	0.00	1,871.25	1,360.00	0.00	51.71	1,329.25	2015-04	571	36
11233	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11234	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11235	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11236	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11237	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11238	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11239	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11240	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11241	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11242	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11243	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11244	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11245	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11246	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11247	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11248	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11249	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11250	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11251	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11252	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11253	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36
11254	Service Charge	SEK-C	1,807.55	0.00	0.00	1,807.55	584.40	41.63	0.00	1,807.55	1,173.15	0.00	41.63	1,165.90	2015-04	571	36

Asset Number	Asset Description	Location	Cost Basis 12/31/00	Cost Adjustments	Cost End 12/31/00	Depreciation 12/31/00	Depreciation 12/31/00	Depreciation 12/31/00	Net Book Value	Net Book Value End 12/31/00	Net Book Value End 12/31/00	Days in Use
10001	001 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10002	002 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10003	003 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10004	004 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10005	005 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10006	006 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10007	007 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10008	008 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10009	009 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10010	010 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10011	011 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10012	012 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10013	013 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10014	014 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10015	015 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10016	016 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10017	017 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10018	018 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10019	019 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10020	020 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10021	021 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10022	022 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10023	023 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10024	024 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10025	025 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10026	026 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10027	027 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10028	028 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10029	029 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10030	030 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10031	031 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10032	032 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10033	033 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10034	034 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10035	035 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10036	036 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10037	037 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10038	038 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10039	039 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10040	040 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10041	041 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10042	042 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10043	043 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10044	044 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10045	045 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10046	046 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10047	047 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10048	048 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10049	049 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10050	050 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10051	051 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10052	052 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10053	053 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10054	054 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10055	055 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10056	056 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10057	057 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10058	058 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10059	059 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10060	060 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10061	061 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10062	062 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10063	063 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10064	064 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10065	065 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10066	066 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10067	067 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10068	068 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10069	069 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10070	070 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10071	071 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10072	072 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10073	073 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10074	074 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10075	075 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10076	076 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10077	077 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10078	078 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10079	079 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10080	080 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10081	081 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10082	082 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10083	083 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10084	084 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10085	085 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10086	086 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10087	087 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10088	088 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10089	089 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00	23.23	0.00/26.00	57L	36
10090	090 Control	BERC	755.46	0.00/0.00	755.46	755.46	25.23	0.00</				

Asset Number	Asset Description	Location	Cost Begin Balance 12-31-16	Cost Additions	Cost Payments	Cost End Balance 12-31-16	Depreciation Begn 12-31-16	Depreciation on Additions	Depreciation End Balance 12-31-16	Net Book Value 12-31-16	Net Book Value Performance	Net Book Value End 12-31-16	Date Placed In Service	Charge Method	Life in Months
11587	Apple MBP 13.3 Sateo Gray	BERN	9.00	1,732.55	0.00	1,732.55	0.00	28.57	0.00	28.57	1,703.98	1,703.98	12/16/16	STL	60
11590	Canon EOS 2700D	BERN	0.00	444.54	0.00	444.54	0.00	12.34	0.00	12.34	432.20	432.20	12/16/16	STL	36
11575	Lenovo ThinkPad X270	BERN	0.00	415.13	0.00	415.13	0.00	11.53	0.00	11.53	403.60	403.60	12/16/16	STL	36
11566	Apple Mac Book	BERN	0.00	670.67	0.00	670.67	0.00	18.82	0.00	18.82	651.85	651.85	12/16/16	STL	36

0850 Office furniture													
Asset Number	Asset Description	Location	Cost Begin Balance 12-31-16	Cost Additions	Cost Retirement	Cost End Balance 12-31-16	Depreciation Begin 12-31-16	Depreciation on Additions	Depreciation Retirement	End Balance 12-31-16	Net Book Value Begin 12-31-16	Net Book Value Additions	Net Book Value End 12-31-16
15917	ASPCN	BER-C	67,480.00	0.00	0.00	67,480.00	59,483.41	1,124.83	0.00	59,808.64	2,564.59	0.00	1,124.83
15920	Removable shelving on garage for	BER-C	3,000.00	0.00	0.00	3,000.00	1,159.00	25.00	0.00	1,184.00	1,841.00	0.00	25.00
15960	1881 Pro Video	BER-C	5,597.37	0.00	0.00	5,597.37	2,882.84	91.24	0.00	2,754.88	2,844.83	0.00	91.82
15964	1881 Pro Video	BER-C	5,763.44	0.00	0.00	5,763.44	2,858.82	45.00	0.00	2,882.84	2,888.85	0.00	86.02
15967	1881 Pro Video	BER-C	5,718.34	0.00	0.00	5,718.34	2,854.37	8.35	0.00	2,882.82	2,885.97	0.00	6.35
15968	1881 Pro Video	BER-C	5,717.55	0.00	0.00	5,717.55	2,841.08	15.25	0.00	2,881.15	2,872.19	0.00	13.29
15969	1881 Pro Video	BER-C	6,603.00	0.00	0.00	6,603.00	3,001.00	18.39	0.00	3,005.48	3,034.34	0.00	13.35
15974	Unmanned	BER-C	13,509.96	0.00	0.00	13,509.96	8,754.51	225.16	0.00	8,979.67	8,754.59	0.00	225.16
15995	1177 Perimeter	BER-C	1,516.00	0.00	0.00	1,516.00	783.11	25.21	0.00	808.41	732.75	0.00	25.22
15996	1177 Perimeter	BER-C	12,801.00	0.00	0.00	12,801.00	6,814.85	211.35	0.00	6,527.40	6,788.95	0.00	213.25
15998	1170 Pro, BER	BER-C	4,928.54	0.00	0.00	4,928.54	2,358.76	82.10	0.00	2,500.52	2,481.78	0.00	62.18
15999	Pro, BER	BER-C	6,817.42	0.00	0.00	6,817.42	3,210.31	111.65	0.00	3,533.15	3,407.57	0.00	110.03
16000	Pro, BER	BER-C	1,441.14	0.00	0.00	1,441.14	782.80	24.08	0.00	778.96	844.34	0.00	25.00
16001	Pro, BER	BER-C	3,891.88	0.00	0.00	3,891.88	2,125.17	84.41	0.00	2,169.38	1,786.72	0.00	64.41
16002	Pro, BER	BER-C	2,114.77	0.00	0.00	2,114.77	1,194.59	35.20	0.00	1,199.12	900.25	0.00	35.21
16003	Pro, BER	BER-C	2,336.66	0.00	0.00	2,336.66	1,175.69	35.62	0.00	1,211.31	880.97	0.00	35.62
16004	Pro, BER	BER-C	345.00	0.00	0.00	345.00	164.75	5.73	0.00	150.00	200.75	0.00	5.73
16005	Pro, BER	BER-C	345.00	0.00	0.00	345.00	164.75	5.73	0.00	150.00	200.75	0.00	5.73
16006	Pro, BER	BER-C	345.00	0.00	0.00	345.00	164.75	5.73	0.00	150.00	200.75	0.00	5.73
16007	Pro, BER	BER-C	345.00	0.00	0.00	345.00	164.75	5.73	0.00	150.00	200.75	0.00	5.73
16008	Pro, BER	BER-C	345.00	0.00	0.00	345.00	164.75	5.73	0.00	150.00	200.75	0.00	5.73
16009	Pro, BER	BER-C	345.00	0.00	0.00	345.00	164.75	5.73	0.00	150.00	200.75	0.00	5.73
16010	Pro, BER	BER-C	345.00	0.00	0.00	345.00	164.75	5.73	0.00	150.00	200.75	0.00	5.73
16011	Pro, BER	BER-C	345.00	0.00	0.00	345.00	164.75	5.73	0.00	150.00	200.75	0.00	5.73
16012	Pro, BER	BER-C	345.00	0.00	0.00	345.00	164.75	5.73	0.00	150.00	200.75	0.00	5.73
16013	Pro, BER	BER-C	345.00										

Asset Number	Asset Description	Location	Cost Basis 12/31/18	Cost Additions	Cost Reductions	Cost End Balance 12/31/18	Depreciation 12/31/18	Depreciation on Additions	Depreciation Reductions	Construction Cost Basis 12/31/18	New Book Value Additions	New Book Value Reductions	New Book Value 12/31/18	New Book Value 12/31/18	Asset Life in Years
11051	1851 Pro Video	BER-0	54,084.16	0.00	0.00	54,084.16	26,200.46	914.48	0.00	27,434.36	23,343.56	0.00	27,434.36	27,434.36	40
11052	1851 Pro Video	BER-0	12,008.87	0.00	0.00	12,008.87	5,951.71	200.48	0.00	6,105.18	5,908.66	0.00	6,105.18	6,105.18	40
11053	1851 Pro Video	BER-0	1,022.00	0.00	0.00	1,022.00	273.34	11.30	0.00	234.78	580.58	0.00	11.34	11.34	40
11054	1851 Pro Video	BER-0	1,572.18	0.00	0.00	1,572.18	1,052.32	28.30	0.00	1,660.52	877.17	0.00	25.28	25.28	40
11055	1851 Pro Video	BER-0	642.40	0.00	0.00	642.40	340.56	21.57	0.00	397.86	53.23	0.00	27.31	27.31	40
11056	1851 Pro Video	BER-0	1,301.35	0.00	0.00	1,301.35	1,281.87	0.00	0.00	1,281.87	0.00	0.00	0.00	0.00	40
11057	1851 Pro Video	BER-0	238,004.33	0.00	0.00	238,004.33	139,033.34	1,898.72	0.00	122,971.06	119,000.58	0.00	3,068.72	113,032.28	40
11058	1851 Pro Video	BER-0	1,700.00	0.00	0.00	1,700.00	762.56	28.17	0.00	821.38	594.41	0.00	28.25	878.04	40
11059	1851 Pro Video	BER-0	6,342.35	0.00	0.00	6,342.35	3,072.43	102.43	0.00	3,174.60	1,871.90	0.00	102.43	2,068.35	40
11060	1851 Pro Video	BER-0	6,397.46	0.00	0.00	6,397.46	3,162.72	108.87	0.00	3,162.72	1,977.72	0.00	108.87	1,891.07	40
11061	1851 Pro Video	BER-0	4,384.44	0.00	0.00	4,384.44	2,162.12	75.12	0.00	2,240.24	1,144.24	0.00	75.12	2,272.20	40
11062	1851 Pro Video	BER-0	874.43	0.00	0.00	874.43	373.42	11.20	0.00	383.64	300.00	0.00	11.20	281.43	40
11063	1851 Pro Video	BER-0	1,305.27	0.00	0.00	1,305.27	620.23	23.03	0.00	683.34	576.57	0.00	23.03	651.44	40
11064	1851 Pro Video	BER-0	1,371.02	0.00	0.00	1,371.02	637.64	21.16	0.00	456.74	132.54	0.00	21.16	814.20	40
11065	1851 Pro Video	BER-0	24,010.00	0.00	0.00	24,010.00	11,804.82	400.13	0.00	12,005.65	12,405.65	0.00	400.13	12,104.98	40
11066	1851 Pro Video	BER-0	422.00	0.00	0.00	422.00	180.66	7.20	0.00	182.90	251.40	0.00	7.20	342.20	40
11067	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11068	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11069	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11070	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11071	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11072	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11073	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11074	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11075	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11076	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11077	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11078	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11079	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11080	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11081	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11082	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11083	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11084	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11085	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11086	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11087	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11088	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11089	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11090	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11091	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11092	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11093	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11094	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11095	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11096	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11097	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11098	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11099	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11100	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11101	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11102	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11103	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11104	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11105	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11106	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11107	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11108	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11109	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11110	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11111	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11112	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11113	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11114	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11115	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11116	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11117	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11118	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11119	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11120	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11121	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11122	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40
11123	1851 Pro Video	BER-0	407.00	0.00	0.00	407.00	270.78	23.34	0.00	343.18	343.22	0.00	23.34	171.84	40

SCHEDULE 2: FORM OF ASSET LIST

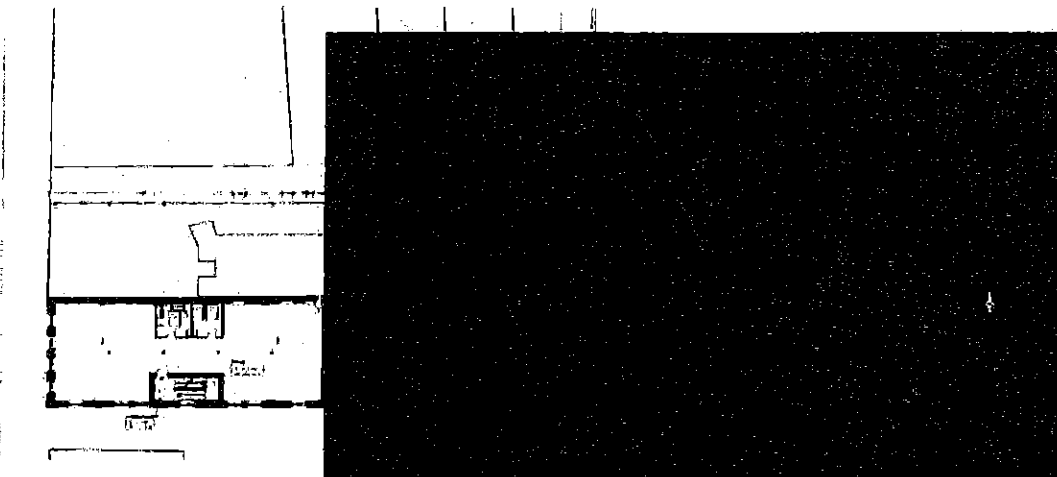
Article Number	Description	Location	Nature of Transferor's Entitlement to the Collateral	Cost of Purchase in EUR (with respect to movable fixed assets)	Book Value (local currency)

SoundCloud

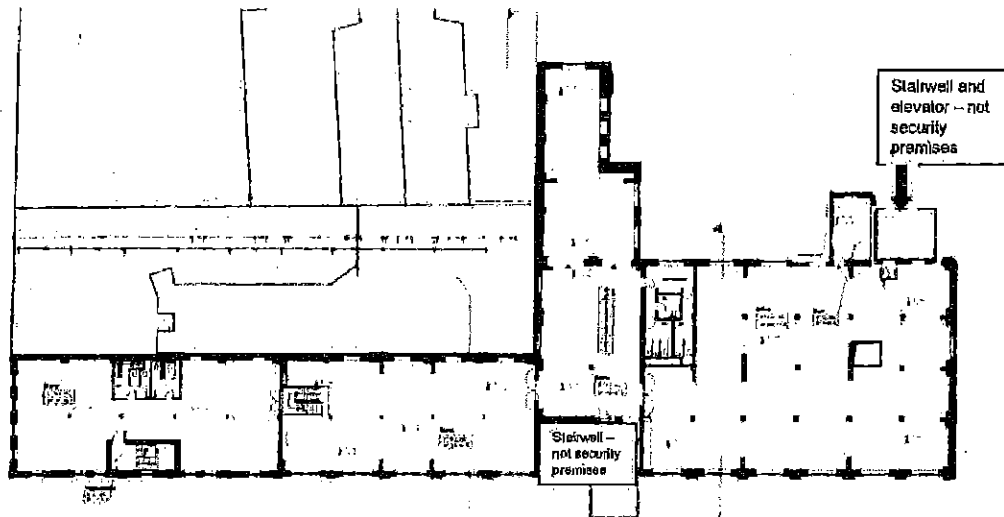
Rheinsberger Straße 76/77

(not exact or to scale)

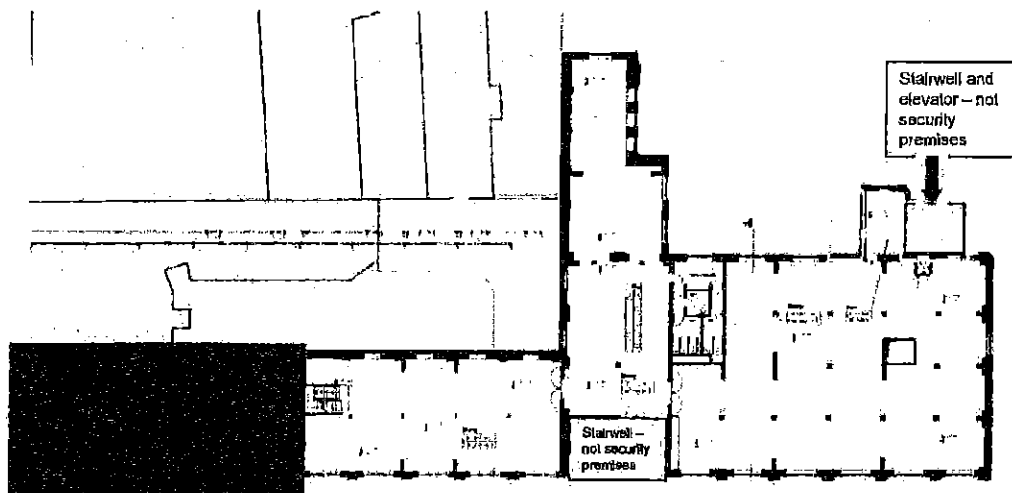
1st Floor Rheinsberger Str. 76/77



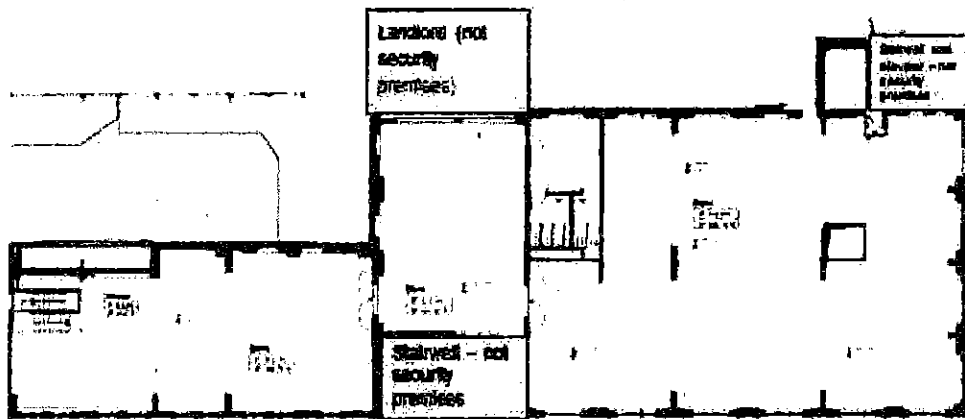
2nd Floor Rheinsberger Str. 76/77



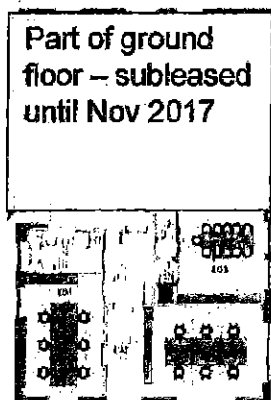
3rd Floor Rheinsberger Str. 76/77



4th Floor Rheinsberger Str. 76/77



Moonbase (Brunnenstraße 141a)



Erstgeschoss

First floor –
subleased until
Nov 2017

Moonbase (Brunnenstraße 141a)

Second floor –
subleased until
Nov 2017

Third floor –
subleased until
Nov 2017

3. Obergeschoss

SCHEDULE 4: WAIVER DECLARATION

To:

[◆]

(the "Security Agent")

Date: _____

Dear Sir or Madam,

We, [◆], in our capacity as [lessor] [warehouse keeper] with reference to the [premises] [warehouse], hereby waive our [lessor's] [warehouse keeper's] lien under or connection with a [lease agreement] [warehousing contract] dated [◆] until the Security Transfer of Title Agreement dated [◆] has been terminated (*beender*).

Yours sincerely,

Name: _____

SCHEDULE 5: FORM OF INSURANCE CONFIRMATION

Versicherungsbestätigung für ☐ Kreditgeber ☐ Leasinggeber

Versicherer (Name und Anschrift)

Versicherungsnehmer (Name und Anschrift)

Versicherungsgüter (falls die Versicherung von einem Anrecht bei Maschinen- und Geräteeinrichtung abweicht)

Versicherungsschein-Nummer

Anzeige des Versicherungsnehmers zur

- ☐ Feuer-Versicherung
☐ Einbruchdiebstahl-Versicherung
☐ Leitungswasser-Versicherung

- ☐ Sturmversicherung
☐ Technisches Versagen
☐ Elementarschaden (z.B. Erdbeben)
☐ Maschinen- und Geräteeinrichtung (z.B. Schlepper, Traktoren, etc.)
☐ ...

Die im angegebenen Umfang versicherten, nachfolgenden Gegenstände

- ☐ Gebäude und/oder Anlagen
☐ Maschinen und/oder Einrichtungsgüter
☐ Handelswaren

- ☐ sind
☐ dem unten genannten Kreditgeber/Leasinggeber zur Verfügung gestellt und für die Forderungen übergeben.
☐ Eigentum des Versicherungsnehmers und/oder seiner Untertanen (z.B. Mitarbeiter) verbleibt.

und zwar: ☐ insgesamt ☐ ...

Bezeichnung	Hersteller	Modell	Wert-Gutachten in EUR	Pol.Nr.

Wir erklären uns damit einverstanden, dass für die Versicherung der oben genannten Sachen die folgenden Bestimmungen gelten:

- Die Versicherung der oben genannten Sachen ist für die Dauer der Forderung des Kreditgebers/Leasinggebers.
- Der Versicherungsnehmer muss die Versicherung unter den folgenden Bedingungen abschließen, solange nicht der Geber schriftlich in eine Änderung einwilligt. Der Geber darf die Einwilligung nicht verweigern, wenn die Höhe der Prämie nicht über dem Versicherungsschein angegeben ist. Die Prämie muss dem Geber mindestens durch einen Monat vor Abschluss der Versicherung bekannt sein. Der Geber ist zur Zahlung der fälligen Versicherungsprämie verpflichtet.
- Die Versicherung gilt als abgeschlossen, wenn der Geber die Prämie zur Zahlung der fälligen Versicherungsprämie befreit. Der Geber ist zur Zahlung der fälligen Versicherungsprämie verpflichtet, im eigenen Namen zu zahlen. Bei Nichtzahlung der Prämie ist die Versicherung über diese Prämie, insbesondere zur Annahme der Erbschaft, bei Nichtzahlung der Prämie, und zwar auch dann, wenn sich nicht an der Versicherungsgesellschaft befindet. Der Versicherer ist berechtigt, jedoch nicht verpflichtet, die Höhe der Prämie auf der Grundlage der Angaben des Versicherungsnehmers zu prüfen.

Die auf der Rückseite der Versicherungspolice enthaltenen Bedingungen sind an und bilden den Bestandteil der Versicherungspolice. Der Versicherungsnehmer ist verpflichtet, die Bedingungen zu lesen.

Ort und Unterschrift des Versicherungsnehmers

Erklärung des Gebers

Wir, der Kreditgeber/Leasinggeber, bestätigen hiermit, dass die Versicherungspolice nach § 85 VVG

abgeschlossen wurde.

Ort und Unterschrift des Gebers

Für den Kreditgeber/Leasinggeber

Siehe zurücksenden an:
 Geber (Name und Anschrift)

Dankzahl

Versicherungsbestätigung

Für versicherte Schäden

- ☐ jedoch nicht durch Terrorismus verursacht
☐ jedoch nicht durch Feuer verursacht

Wir erklären dem Geber zur angegebenen Versicherung Versicherungspolice zu unvollständigen Bedingungen. Rechte Dritter sind nicht bekannt. Die oben genannten/versicherten Sachen sind im Rahmen des angegebenen Versicherungsvertrags versichert. Die Versicherung kann sich gleichzeitig auch auf weitere Sachen erstrecken. Daraus kann sich eine Unterversicherung ergeben.

☐ Es besteht ein Selbstbehalt in Höhe von	EUR
% der VS	non.
% des Schadens	non.

Ort und Unterschrift des Versicherers

Versicherungsbestätigung für ☐ Kreditgeber ☐ Leasinggeber

Versicherer (Name und Anschrift)

Versicherungsnehmer (Name und Anschrift)

Versicherungsumfang (Bitte hier abweichend von o.g. Anschrift bei Maschinen- und Geräteversicherung angeben)

Versicherungsschein-Nummer

Anzeige des Versicherungsnehmers zur

- ☐ Feuer-Versicherung
☐ Einbruchdiebstahl-Versicherung
☐ Leitungswasser-Versicherung

- ☐ Sturmversicherung
☐ Technischen Verschleiß
☐ Blenden-/Lichtschaden-Versicherung
☐ Maschinen-/Geräte-Versicherung (einschließlich Schiffsantrieben)

Die im angegebenen Umfang versicherten, nicht versicherten Gegenstände

- ☐ Gebäude und/oder Anlagen
☐ Maschinen und/oder Einrichtungsgegenstände
☐ Handelswaren

sind
☐ dem unten genannten Kreditgeber/Leasinggeber zur Verfügung zu stellen und die Forderungen übersenden,
☐ Eigentum des unten genannten Kreditgeber/Leasinggebers und an demselben (einzeln) versichert,
 und zwar ☐ insgesamt ☐ teilweise mit

Bezeichnung	Hersteller	Summe	Vers.-Summe in EUR	Pos.-Nr.

Wir erklären uns damit einverstanden, dass die Versicherung der oben genannten Sachen die folgenden Bedingungen enthält:

- Die Versicherung der oben genannten Sachen ist für die Dauer der Laufzeit des Darlehens/Leasingvertrags gültig.
- Der Versicherungsnehmer muss die Versicherungspflicht einhalten, solange nicht der Geber schriftlich in eine Änderung einwilligt. Der Geber darf die Einwilligung nicht verweigern, solange diese nicht bedingt wird. Die Einwilligungserklärung muss dem Versicherer mindestens einen Monat vor Ablauf der Versicherungsdauer bei dem Geber für die Zahlung der Höchsten Versicherungsprämie beiliegen.
- Der Versicherungsnehmer ist in Absicht der §§ 1-4 des Versicherungsvertrags, der dem Geber aus dem Versicherungsvertrag zustehen, im eigenen Namen zu versichern. Bei einer Kündigung über diese Rechte, insbesondere zur Annahme der Briefkündigung, ist nicht der Geber, und zwar auch dann, wenn sich nicht an dem Versicherungsgegenstand befindet. Der Versicherer ist berechtigt, jedoch nicht verpflichtet, die Höhe der Prämie entsprechend der Annahme der Briefkündigung zu prüfen.

Die auf der Rückseite der Versicherungspolice enthaltenen Bedingungen sind Bestandteil dieses Versicherungsvertrags. Der Versicherungsnehmer ist verpflichtet, diese Bedingungen zu lesen.

Datum und Unterschrift des Versicherungsnehmers

Erklärung des Gebers

Ich bestätige hiermit, dass der Versicherungsnehmer nicht § 86 VVG (Versicherungsbetrug) begangen hat und auch nicht begangen wird.

Datum und Unterschrift des Gebers

Für den Kreditgeber/Leasinggeber

Bitte zurücksenden an:
 Geber (Name und Anschrift)

Bankkonto:

Versicherungsbestätigung

Für versicherte Schäden

- ☐ jedoch nicht durch Terrorakte verursacht
☐ jedoch nicht durch Feuer verursacht

erhalten wir hiermit dem Geber zur angegebenen Versicherung Versicherungsbestätigung zu umseitigen Bedingungen. Rechte Dritter sind uns nicht bekannt. Die versicherten/versicherten Sachen sind im Rahmen des angegebenen Versicherungsumfanges versichert. Die Versicherung kann sich gleichzeitig auch auf weitere Sachen erstrecken. Daraus kann sich eine Unterversicherung ergeben.

☐ Es besteht ein Selbstbehalt in Höhe von	EUR
% der VS	min. EUR
% des Schadens	min. EUR

Datum und Unterschrift des Versicherers

* im folgenden als "Geber" bezeichnet

VdS 1523 : 2009-01 (02)

Kopie für den Versicherer

Copyright by VdS Arbeitskreis Straß 74 50755 Köln

Versicherungsbestätigung für ☐ Kreditgeber ☐ Leasinggeber

Versicherer (Name und Anschrift)

Versicherungsnehmer (Name und Anschrift)

Versicherungsgegenstand (wenn abweichend von o.A. Anschrift bei Maschinen und Geländemaschinenbohrer)

Versicherungsschein/Nummer

Anzeige des Versicherungsnehmers zur

- ☐ Feuer-Versicherung
☐ Diebstahl- und Brandversicherung
☐ Leihungsverkehr-Versicherung

- ☐ Sturmversicherung
☐ Technische Versicherungen
☐ Kasko-Versicherung
☐ Haftpflichtversicherung
☐ Unfallversicherung
☐ Lebensversicherung

Die im angegebenen Vertrag versicherten (Hochwertige) Gegenstände

- ☐ Gebäude und/oder Anlagen
☐ Maschinen und/oder Einrichtungsgegenstände
☐ Handelswaren

sind ☐ dem unter genannten Kreditgeber/Leasinggeber zur Verfügung stehend (Kreditgeber/Leasinggeber überträgt Eigentum des unter genannten Kreditgeber/Leasinggebers an den Versicherungsnehmer verleiht, und zwar ☐ insgesamt ☐ teilweise auf

Bezeichnung	Hersteller	Leistung	Vers.-Summe in EUR	Pos.-Nr.

Wir erklären uns damit einverstanden, dass die Versicherung der oben benannten Sachen die folgenden Bestimmungen gelten:

- Die Versicherung der oben genannten Sachen ist auf die Dauer der Versicherung des Gebers.
- Der Versicherungsnehmer muss die Versicherung unterhalten, solange nicht der Geber schriftlich in eine Änderung eintrifft. Der Geber darf die Einwilligung zur Kündigung der Versicherung nicht beschließen. Die Einwilligungserklärung muss dem Versicherer mindestens einen Monat vor Ablauf der Versicherung bei dem Geber vorliegen. Der Geber ist zur Zahlung der fälligen Versicherungsprämie verpflichtet.
- Der Versicherungsnehmer ist in Absicht auf die oben genannten Sachen, die dem Geber aus dem Versicherungsvertrag zustehen, im eigenen Namen zu versichern. Der Versicherungsnehmer ist verpflichtet, die Versicherung zu unterhalten und die Versicherung zu bezahlen. Der Versicherer ist berechtigt, jedoch nicht verpflichtet, die Höhe der geschätzten Summe vor Auszahlung der Entschädigung zu prüfen.

Die auf der Rückseite genannten Bedingungen sind an und bilden den Bestandteil der Versicherung. Der Versicherungsnehmer ist verpflichtet, die Bedingungen zu lesen und zu verstehen.

Datum und Unterschrift des Versicherungsnehmers

Erklärung des Gebers

Ich bestätige hiermit, dass die Versicherung der oben genannten Sachen nach § 66 VVG

Datum und Unterschrift des Gebers

Für den Geber

Bitte zurücksenden an:
Geber (Name und Anschrift)

Gemeinsam

* im folgenden als "Geber" bezeichnet

VdS 1523 : 2009-01 (02)

Versicherungsbestätigung

Für versicherte Schäden

- ☐ jedoch nicht durch Terrorakte verursacht
☐ jedoch nicht durch Feuer verursacht

erhalten wir hiermit dem Geber zur angegebenen Versicherung Versicherungsbestätigung zu unentgeltlichen Bedingungen. Rechte Dritter sind uns nicht bekannt. Die versicherten/vermieteten Sachen sind im Rahmen des angegebenen Versicherungsvertrags versichert. Die Versicherung kann sich gleichzeitig auch auf weitere Sachen erstrecken. Darüber kann sich eine Unterversicherung ergeben.

Es besteht ein Selbstbehalt in Höhe von	EUR
% der VS	min. EUR
% des Schadens	max. EUR

Datum und Unterschrift des Versicherers

Kopie für den Versicherungsnehmer

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Versicherungsbestätigung für ☐ Kreditgeber ☐ Leasinggeber

Versicherer (Name und Anschrift)

Versicherungsnehmer (Name und Anschrift)

Versicherungsgut (falls abweichend von o.a. Anschrift bei Maschinen- und Geräteeinrichtung anzugeben)

Versicherungsschein-Nummer

Anzeige des Versicherungsnehmers zur

- ☐ Feuer-Versicherung
☐ Einbruch-/Diebstahl-Versicherung
☐ Leitungswasser-Versicherung

☐ Sturmversicherung

☐ Technischen Verschleiß

☐ Elementarschaden-Versicherung

☐ Gebäude und/oder Anlagen

☐ Maschinen und/oder Einrichtungsgegenstände

☐ Handelswaren

Die im angegebenen Vertrag versicherten, nicht versicherten

☐ Maschinen und/oder Anlagen (z.B. Schleppmaschinen)

☐

☐

und/oder ☐ dem unten genannten Kreditgeber/Leasinggeber zur Verfügung steht

☐ Eigentum des unten genannten Kreditgeber/Leasinggebers und/oder zur Verfügung steht

und/oder ☐ Eigentum des Kreditgeber/Leasinggebers

Bezeichnung	Hersteller	Hersteller-Nr.	Vers.-Summe in EUR	Pos.-Nr.

Wir erklären uns damit einverstanden, dass für die Versicherung der oben benannten Sachen die folgenden Bedingungen gelten:

- Die Versicherung der übergebenen Sachen ist als Kasko-Versicherung des Gebers.
- Der Versicherungsnehmer muss die Versicherungspflicht des Gebers nicht ablehnen. Sollte der Geber schlicht in eine Änderung einwilligt, der Geber darf die Eintragung in die Versicherung nicht ablehnen. Die Eintragungspflicht muss dem Versicherungsnehmer als einen Monat vor Ablauf der Versicherung bekannt gegeben werden. Der Geber ist zur Zahlung der fälligen Versicherungsprämie berechtigt.
- Der Versicherungsnehmer ist in Absicht der §§ 44 ff. VVG berechtigt, über Rechte, die dem Geber aus dem Versicherungsvertrag zustehen, im eigenen Namen zu handeln. Bereits eingetragene Rechte über diese Rechte, insbesondere zur Anfechtung der Entscheidung, ist allein der Geber, und zwar auch dann, wenn der Versicherungsnehmer befreit ist, der Versicherungsnehmer ist berechtigt, jedoch nicht verpflichtet, die Höhe der geschätzten Summe vor Abschluss der Entscheidung zu prüfen.

Gee auf der Rückseite des Versicherungsscheins ist an und haben den Versicherungsnehmer die Versicherung zu lesen.

Datum und Unterschrift des Versicherungsnehmers

Erklärung des Gebers

Wir erklären, dass die Versicherung nach § 46 VVG

☐ als Kasko-Versicherung abzuschließen.

Datum und Unterschrift des Gebers

Für die Versicherung des Gebers

Bitte zurücksenden an:

Geber (Name und Anschrift)

Bankkonto:

Versicherungsbestätigung

Für versicherte Schäden

☐ jedoch nicht durch Terrorakte verursacht

☐ jedoch nicht durch Feuer verursacht

Wir erklären, dass die Versicherung des Gebers die angegebenen Versicherungssummen/Bestandteile zu unmittelbaren Bedingungen, Rechte, Dritten sind uns nicht bekannt. Die übergebenen/versicherten Sachen sind in Rahmen des angegebenen Versicherungsvertrags versichert. Die Versicherung kann sich gleichzeitig auch auf weitere Sachen erstrecken, daraus kann sich eine Unterversicherung ergeben.

☐ Es besteht ein Selbstbehalt in Höhe von

EUR

% der VS

EUR

% des Schadens

EUR

Datum und Unterschrift des Versicherten

* im folgenden als "Geber" bezeichnet

VdS 1523 : 2009-01 (02)

Kopie für den Kredit-/Leasinggeber

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Bedingungen zur Erteilung der Versicherungsbestätigung

1. Der Versicherer wird dem Geber unverzüglich in Textform anzeigen, wenn die einmalige oder die erste Prämie nicht rechtzeitig gezahlt (§ 37 VVG) oder wenn dem Versicherungsnehmer für die Zahlung einer Folgeprämie eine Frist bestimmt wird (§ 38 VVG).

2. Eine Kündigung der Versicherung durch den Versicherungsnehmer ist nur wirksam, wenn dieser mindestens einen Monat vor Ablauf des Versicherungsvertrages nachgewiesen hat, dass der Geber in die Kündigung eingewilligt hat oder dass in dem Zeitpunkt, in dem die Kündigung spätestens zulässig war, sich die versicherten Sachen im Eigentum des Versicherungsnehmers befanden.

Der Versicherer teilt dem Geber ferner mit, wenn das Versicherungsverhältnis ganz oder teilweise gekündigt wird, abläuft oder aus sonstigem Grunde vorzeitig endet. Dies gilt nicht, soweit die schriftliche Einwilligung des Gebers vorliegt.

Endet das Versicherungsverhältnis für versicherte Sachen dadurch, dass diese von dem Versicherungsort entfernt werden, wirkt diese Beendigung sogleich gegenüber dem Geber.

3. Die Entschädigung wird an den Versicherungsnehmer geleistet, wenn dieser die Einwilligung des Gebers zur Zahlung beibringt, oder nur an den Geber, wenn dieses nachweist, dass die Zahlung der Entschädigung berechtigt zu sein scheint.

Der Versicherer ist berechtigt, die Entschädigung mit der Entschädigungsgarantie zu leisten, wenn nicht nur für die auf die Gesamtpremie entfallenden Prämienzahlung, sondern auch die Gesamtpremie des entsprechenden Versicherungsvertrages.

Ist über die Versicherung ein Sammelversicherungschein ausgestellt, so wird dieser Sicherungsschein zugleich im Namen der beteiligten Versicherer erteilt. Maßgebend für die Haftung der Versicherer ist der am Schadentag gültige Verteilungsplan II. Versicherungsvertrag.

EXECUTION PAGE (1/2)
to the Security Transfer of Title Agreement
dated 22 March 2017

THE TRANSFEROR

SOUNDCLOUD LIMITED

By: 
Authorised Signatory

By: 
Authorised Signatory



EXECUTION PAGES (2/2)
to the Account Pledge Agreement
dated 22 March 2017

THE SECURITY AGENT

ARES CAPITAL CORPORATION

By: _____
Authori

By: _____
Authorised Signatory