

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

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 20, 2015

**bBooth, Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction  
of incorporation)

**000-55314**

(Commission  
File Number)

**46-1669753**

(IRS Employer  
Identification No.)

**1157 North Highland Avenue, Suite C  
Hollywood, California**

(Address of principal executive offices)

**90038**

(Zip Code)

**(855) 250-2300**

(Registrant's telephone number, including area code)

**Not Applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**ITEM 1.01.**

**ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT**

Effective January 20, 2015, we entered into an acquisition agreement (the “ **Acquisition Agreement** ”) with Songstagram, Inc. (“ **Songstagram** ”) and Rocky Wright (“ **Wright** ”), pursuant to which we agreed to acquire from Wright all assets and intellectual property that Wright owned related to, or used in connection with: (i) the business of Songstagram, (ii) the assets owned and/or used by Songstagram, (iii) the Songstagram software application, (iv) the business and assets of Qubeey Inc. (“ **Qubeey** ”), and (v) all software applications of Qubeey, in consideration of the forgiveness of all principal and interest owing by Wright to our company under the promissory note issued by Wright to our company on December 11, 2014 (the “ **Wright Note** ”).

In connection with the Acquisition Agreement, we also agreed to employ Wright in a position, and upon terms and conditions, to be mutually agreed upon by our company and Wright. Wright also agreed that any prior agreements between Wright and Songstagram were of no further force or effect, and that any right, title, interest or claim Wright might have in connection with such agreements was fully satisfied and extinguished. Wright and Songstagram also released our company, and other third parties associated or affiliated with our company, from any claims arising under any such agreements, or otherwise, with respect to the business and assets of Songstagram and Qubeey.

In connection with the Acquisition Agreement and our prior demand for the repayment of all monies outstanding under the promissory note issued by Songstagram to our company on December 11, 2014 (the “ **Songstagram Note** ”), as Songstagram was unable to repay such monies, Songstagram consented to the enforcement of the security granted under the security agreement, dated December 11, 2014 (the “ **Security Agreement** ”) with Songstagram, by way of a strict foreclosure. In accordance with the terms of the Acquisition Agreement, and as further provided for in a surrender of collateral, consent to strict foreclosure and release agreement dated January 20, 2015 (the “ **Surrender of Collateral, Consent to Strict Foreclosure and Release Agreement** ”) between our company and Songstagram, Songstagram agreed to turn over all collateral pledged under the Security Agreement and consented to our retaining such collateral in satisfaction of the indebtedness due under the promissory note.

In connection with the Acquisition Agreement, we and Songstagram entered into termination agreements and releases (each, a “ **Termination Agreement** ”) with six employees of, or consultants to, Songstagram pursuant to which each such persons agreed to: (i) the termination of any existing agreements to which they and Songstagram were parties, and (ii) release any claims against our company and Songstagram with respect to the assets and business of Songstagram and Qubeey.

The foregoing does not purport to be a complete description of the rights and obligations of the parties under the Acquisition Agreement, the Surrender of Collateral, Consent to Strict Foreclosure and the Release Agreement and the Termination Agreements and is qualified in its entirety by reference to the form of such agreements filed respectively as Exhibits 10.1, 10.2 and 10.3.

**ITEM 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS**

As further described above in Item 1.01, effective January 20, 2015, we acquired all of the assets of Songstagram pursuant to a strict foreclosure in consideration of all of the amounts owed under the Songstagram Note, being \$475,000 in principal plus interest. We acquired all of the assets related to the businesses of Songstagram and Qubeey owned by Wright from Wright in consideration of the forgiveness amounts owed under the Wright Note, being \$386,435 in principal plus interest. The information contained in Item 1.01 of this current report on Form 8-K is responsive to this item and incorporated herein by reference.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS**

- 10.1 [Acquisition Agreement dated January 20, 2015 among bBooth, Inc., Songstagram, Inc. and Rocky Wright](#)
- 10.2 [Surrender of Collateral, Consent to Strict Foreclosure and Release Agreement dated January 20, 2015 between bBooth, Inc. and Songstagram, Inc.](#)
- 10.3 [Form of Termination Agreement and Release dated January 20, 2015](#)

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 26, 2015

**bBOOTH, INC.**

By: */s/ Rory J. Cutaia*

Name: Rory J. Cutaia

Title: Chairman and Chief Executive Officer

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## ACQUISITION AGREEMENT

**THIS ACQUISITION AGREEMENT** (this “**Agreement**”) is made as of the 20<sup>th</sup> day of January, 2015.

**AMONG :**

**bBOOTH, INC.** , a corporation having an address at 1157 North Highland Avenue, Suite C, Hollywood, CA 90038

(“ **bBooth** ”)

**AND :**

**SONGSTAGRAM, INC.** , a corporation having an address at 15462 Cabrito Road, Van Nuys, CA 91406

(“ **Songstagram** ”)

**AND :**

**ROCKY WRIGHT** , an individual having an address c/o 15462 Cabrito Road, Van Nuys, CA 91406

(“ **Wright** ”)

**WHEREAS :**

A. bBooth has agreed to acquire from Wright all assets owned by Wright related to, or used in connection with: (i) the business of Songstagram (the “**Songstagram Business**”), (ii) the assets owned and/or used by Songstagram (the “**Songstagram Assets**”), (iii) the Songstagram application (the “**Songstagram App**”), (iv) the business and assets (the “**Qubeey Business**”) of Qubeey Inc. (“**Qubeey**”) and (v) the Qubeey application (the “**Qubeey App**”) (collectively, the “**Wright Assets**”), in consideration of the forgiveness of all principal and interest owed by Wright to bBooth under a Secured Promissory Note, dated December 11, 2014 (the “**Wright Secured Note**”);

B. On December 11, 2014, bBooth advanced money to Songstagram pursuant to a Secured Promissory Note, dated December 11, 2014 (the “**SG Secured Note**”), and as security for the repayment of such monies, bBooth and Songstagram entered into a Security Agreement, dated December 11, 2014 (the “**SG Security Agreement**”), granting bBooth a security interest over all of the assets of Songstagram (the “**Songstagram Assets**”);

C. bBooth has made demand for the repayment of the monies advanced under the SG Secured Note and since Songstagram is unable to repay such monies, bBooth wishes to proceed with the enforcement of the security granted under the SG Security Agreement by way of a strict foreclosure (the “**Foreclosure**”), with the consent of Songstagram;

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D. Certain third parties (collectively, the “ **Claimaints** ”) of Songstagram have asserted claims (the “ **Claims** ”) over the Songstagram Assets and against Sonstagram;

E. In connection with the acquisition by bBooth of the Wright Assets and proceeding with the Foreclosure, bBooth wishes to settle all of the Claims by way of the issuance of shares of common stock in the capital of bBooth; and

F. Each of bBooth, Songstagram and Wright have agreed to the transactions contemplated in this Agreement on the terms and conditions set forth in this Agreement.

**THIS AGREEMENT WITNESSES THAT** , in consideration of the covenants and agreements set out herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, bBooth, Songstagram and Wright (each, a “ **Party** ” and one or more being “ **Parties** ”) covenant and agree as follows:

**1. ACQUISITION OF THE WRIGHT ASSETS**

1.1 In consideration for bBooth agreeing to forgive all principal and interest owned by Wright to bBooth under the Wright Secured Note, Wright hereby irrevocably conveys, transfers and assigns to bBooth, and bBooth hereby accepts, all of Wright’s right, title and interest in and to the Wright Assets, as further described in Schedule A attached hereto, including, but not limited to:

- (a) all of the following intellectual property used in, related to or arising from the Wright Assets, all applications or registrations for such intellectual property, and all licenses and similar rights from any third party related thereto:
  - (i) all computer software and subsequent versions thereto, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith;
  - (ii) all registered and unregistered trademarks, service marks and applications therefor, including, without limitation, those listed on Schedule A attached hereto;
  - (iii) all registered and unregistered copyrights in both published and unpublished works including, without limitation, those listed on Schedule A attached hereto;
  - (iv) all rights in mask works, all know how, trade secrets, confidential or proprietary information, customer lists, supplier lists, technical information, data, process technology, plans and drawings;

- (v) all rights in internet web sites and domain names including, without limitation, those listed on Schedule A attached hereto; and
- (vi) all registered and unregistered inventions, improvements, patents (including all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof), works of authorship, databases, semiconductor chip/mask work rights, slogans, package designs, product designs, other design (model) rights, and other proprietary rights including, without limitation, those listed on Schedule A attached hereto;

(b) all of the goodwill relating to the Wright Assets;

(c) all rights of any kind whatsoever of Wright accruing under or with respect to any of the Wright Assets provided by the applicable laws of any jurisdiction, by international treaties and conventions, and otherwise, throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Wright Assets; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to, and claims for, damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

1.2 If, for any reason, any of Wright's right, title and interest in and to the Wright Assets cannot be assigned by Wright to bBooth, Wright hereby grants to bBooth an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit such non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold such Wright Assets.

1.3 If, for any reason, any of Wright's right, title and interest in and to the Wright Assets can neither be assigned nor licensed by Wright to bBooth, Wright hereby irrevocably waives, and agrees never to assert, all or any non-assignable and non-licensable rights, title and interest against bBooth or any of its successors or assigns.

1.4 Wright agrees to perform all acts that bBooth deems necessary or desirable to permit and assist bBooth in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title, through the world, in, of and to the Wright Assets as provided to bBooth under this Agreement. If bBooth is unable, for any reason, to secure Wright's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under this Agreement, Wright hereby irrevocably designates and appoints bBooth, and bBooth's duly authorized officers and agents, as Wright's agents and attorneys-in-fact to act for, and on behalf of, Wright, and instead of Wright, to take all lawfully permitted acts to further the filing, prosecution, registration and/or memorialization of the assignment, issuance and enforcement of rights in, to and under the Wright Assets, all with the same legal force and effect as if executed by Wright. The foregoing is deemed a power coupled with an interest and is irrevocable.

- 1.5 Songstagram hereby acknowledges the conveyance, transfer and assignment of the Wright Assets to bBooth, and agrees that it releases any interest or claim it has, or may have, with respect to the Wright Assets, and any existing agreements between it and bBooth with respect to the Wright Assets will be terminated and of no further force and effect.
- 1.6 Wright authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Agreement upon request by bBooth.
- 1.7 Upon completion of the transfer of the Wright Assets by Wright to bBooth, bBooth will cancel the Wright Secured Note and Wright will be forever released from all obligations related to or in connection with the Wright Secured Note.

**2. EMPLOYMENT OF WRIGHT AND TERMINATION OF AGREEMENTS WITH SONGSTAGRAM**

- 2.1 Upon completion of the transactions contemplated herein, bBooth agrees that it will employ Wright pursuant to the terms of an employment agreement, with a title, and upon terms and conditions, to be mutually agreed upon by bBooth and Wright.
- 2.2 Wright is or was an employee or consultant of Songstagram and in connection therewith has entered into an employment and/or consulting agreement and other related agreements with Songstagram (collectively, the “**SG Agreements**”).
- 2.3 Each of Wright and Songstagram agree that the SG Agreements are hereby terminated, effective immediately, and are of no further force and effect.
- 2.4 Each of Wright and Songstagram agree, despite any terms of the SG Agreements, that Songstagram has no obligations or liability to Wright under any of the SG Agreements.
- 2.5 Wright hereby agrees that:
- (a) all of his right, title, interest and claim in, in connection with, or to, any claims under or in connection with the SG Agreements (the “**SG Agreements Claimed Interest**”) is hereby fully satisfied and extinguished;



- (b) Wright, for himself and all of his successors, assigns, heirs, administrators, representatives, agents, associates and affiliates, and of any successors thereof (collectively, the “ **Wright Releasors** ”), will irrevocably and unconditionally remise, release, acquit and forever discharge Songstagram and all of its present, former and future directors, officers, shareholders, employees, associates, affiliates, partners, agents, administrators, counsel, consultants, contractors, representatives, agents, and assigns, and those of any successors of any of the foregoing (collectively, the “ **Songstagram Releasees** ”), of and from any and all manner of actions, causes of action, suits, debts, sums of money, due accounts, dues, bonds, covenants, contracts, claims, demands, damages, costs, expenses, liabilities, compensation and any and all legal obligations of any and every kind and nature whatsoever and howsoever arising, whether at law or in equity, or under any statute, whether known or unknown, and suspected or unsuspected, which the Wright Releasors had, have, or may at any time in the future have, with respect to the SG Agreements Claimed Interest;
- (c) the Wright Releasors will not, directly or indirectly, join, assist, aid, or act in concert in any manner whatsoever with, any other person in the making of any claim or demand, or in the bringing of any proceeding or action, in any manner whatsoever against the Songstagram Releasees or any of them with respect to the SG Agreements Claimed Interest; and
- (d) the Wright Releasors will not make or continue any claim or complaint, or initiate or continue any proceeding, against any person which might be entitled to claim, pursuant to the provisions of any applicable statute or otherwise, contribution, indemnity or other relief against the Songstagram Releasees or any of them arising out of or in relation to the SG Agreements Claimed Interest.

2.6 Wright acknowledges and agrees that, in entering into this Agreement, his: (a) has been advised, and has had an opportunity, to obtain independent legal advice, (b) has exercised his own independent judgment and (c) has not been influenced, to any extent whatsoever, by any representations, statements or conduct of any kind whatsoever by either of the other Parties.

2.7 Wright does hereby, on his own behalf and on behalf of all Wright Releasors, expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of California, and any other comparable and applicable state laws, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Wright acknowledges that he is being represented in this matter by legal counsel, and acknowledges that he is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims with respect to the SG Agreements Claimed Interest, Wright expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims which he does not know or expect to exist in his favor at the time of execution hereof, and that this Agreement contemplates, and effects, the extinguishment of any such claim or claims.

**3. RELEASES BY THE CLAIMANTS**

3.1 Each of Wright and Songstagram hereby agree to use their best efforts to obtain releases and waivers from each of the Claimants in connection with Claims being made against Songstagram and/or the Songstagram Assets in consideration of bBooth issuing a maximum of 1,000,000 of its shares of common stock at a deemed price of \$2.00 per share in the proportions set forth on Schedule B attached hereto.

**4. RELEASES BY THE EMPLOYEES OF SONGSTAGRAM**

4.1 Each of Wright and Songstagram hereby agrees to use their best efforts to obtain releases and waivers from each of Rocky Wright, Bobby Alexander, Joel Cathey, Marc Brogdon, Latoya Brown, Paul Ring, Mark Babbitt and Sidney Richlin (collectively, the “**SG Personnel**”) in connection with any claims being made against Songstagram and/or the Songstagram Assets, including the termination without compensation of all agreements that such individuals have or had with Songstagram.

4.2 In addition and if required, each of Wright and Songstagram hereby agree to use their best efforts to obtain an assignment from each of the SG Personnel, whereby each of the SG Personnel will assign to bBooth any and all ownership interests that such SG Personnel may have in connection with any intellectual property which relates to, or is used in connection with, the Songstagram Business, the Songstagram Assets or the Songstagram App.

**5. STRICT FORECLOSURE**

5.1 Songstagram hereby agrees to turn over all collateral pledged in connection with the SG Security Agreement and consents to bBooth retaining such collateral in satisfaction of the indebtedness due under the SG Secured Note as provided for in Section 9620 of the California Uniform Commercial Code. In connection therewith, Songstagram agrees to enter into a Surrender of Collateral, Consent to Strict Foreclosure and Release Agreement.

5.2 As and so often as bBooth may require, Songstagram and Wright will, at the expense of bBooth, execute and deliver to bBooth all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as in the opinion of bBooth or its counsel are necessary or advisable to give full effect to the provisions and intent of this Agreement.

**6. RELEASE BY WRIGHT**

6.1 Upon the closing of the transfer of the Wright Assets, Wright hereby agrees that:

- (a) all of his (and anyone claiming through him) right, title, interest and claim in, in connection with, or to, the Wright Assets and the SG Agreements (collectively, the “**Claimed Interest**”) will be fully satisfied and extinguished;

- (b) the Wright Releasers will irrevocably and unconditionally remise, release, acquit and forever discharge bBooth and all of its present, former and future directors, officers, shareholders, employees, associates, affiliates, partners, agents, administrators, counsel, consultants, contractors, representatives, agents, and assigns, and those of any successors of any of the foregoing (collectively, the “ **bBooth Releasees** ”), of and from any and all manner of actions, causes of action, suits, debts, sums of money, due accounts, dues, bonds, covenants, contracts, claims, demands, damages, costs, expenses, liabilities, compensation and any and all legal obligations of any and every kind and nature whatsoever and howsoever arising, whether at law or in equity, or under any statute, whether known or unknown, and suspected or unsuspected, which the Wright Releasers had, have, or may at any time in the future have, with respect to the Claimed Interest;
- (c) the Wright Releasers will not, directly or indirectly, join, assist, aid, or act in concert in any manner whatsoever with, any other person in the making of any claim or demand, or in the bringing of any proceeding or action, in any manner whatsoever against the bBooth Releasees or any of them with respect to the Claimed Interest or any of the Songstagram Assets, the Songstagram App, the Songstagram Business, the Qubeey Business or the Qubeey App; and
- (d) the Wright Releasers will not make or continue any claim or complaint, or initiate or continue any proceeding, against any person which might be entitled to claim, pursuant to the provisions of any applicable statute or otherwise, contribution, indemnity or other relief against the bBooth Releasees or any of them arising out of or in relation to the Claimed Interest.

6.2 Wright acknowledges and agrees that, in entering into this Agreement, he: (a) has been advised, and has had an opportunity, to obtain independent legal advice, (b) has exercised his own independent judgment, and (c) has not been influenced, to any extent whatsoever, by any representations, statements or conduct of any kind whatsoever by either of the other Parties.

6.3 Wright does hereby, on his own behalf and on behalf of all Wright Releasers, expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of California, and any other comparable and applicable state laws, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Wright acknowledges that he is being represented in this matter by legal counsel, and acknowledges that he is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims with respect to the Claimed Interest, Wright expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims which he does not know or expect to exist in his favor at the time of execution hereof, and that this Agreement contemplates, and effects, the extinguishment of any such claim or claims.

## 7. **RELEASE BY SONGSTAGRAM**

7.1 Upon the closing of the transfer of the Wright Assets, Songstagram hereby agrees that:

- (a) all of its right, title, interest and claim in, in connection with, or to, the Songstagram Business, the Songstagram Assets or the Songstagram App (collectively, the “**SG Claimed Interest**”) will be fully satisfied and extinguished;
- (b) Songstagram, on behalf of itself and all of its successors, assigns, heirs, administrators, representatives, agents, associates and affiliates, and of any successors thereof (collectively, the “**Songstagram Releasors**”), will irrevocably and unconditionally remise, release, acquit and forever discharge the bBooth Releasees of and from any and all manner of actions, causes of action, suits, debts, sums of money, due accounts, dues, bonds, covenants, contracts, claims, demands, damages, costs, expenses, liabilities, compensation and any and all legal obligations of any and every kind and nature whatsoever and howsoever arising, whether at law or in equity, or under any statute, whether known or unknown, and suspected or unsuspected, which the Songstagram Releasors had, have, or may at any time in the future have, with respect to the SG Claimed Interest;
- (c) the Songstagram Releasors will not, directly or indirectly, join, assist, aid, or act in concert in any manner whatsoever with, any other person in the making of any claim or demand, or in the bringing of any proceeding or action, in any manner whatsoever against the bBooth Releasees or any of them with respect to the SG Claimed Interest; and
- (d) the Songstagram Releasors will not make or continue any claim or complaint, or initiate or continue any proceeding, against any person which might be entitled to claim, pursuant to the provisions of any applicable statute or otherwise, contribution, indemnity or other relief against the bBooth Releasees or any of them arising out of or in relation to the SG Claimed Interest.

7.2 Songstagram acknowledges and agrees that, in entering into this Agreement, it: (a) has been advised, and has had an opportunity, to obtain independent legal advice, (b) has exercised its own independent judgment, and (c) has not been influenced, to any extent whatsoever, by any representations, statements or conduct of any kind whatsoever by either of the other Parties.

7.3 Songstagram does hereby, on its own behalf and on behalf of all Songstagram Releasors, expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of California, and any other comparable and applicable state laws, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Songstagram acknowledges that it is being represented in this matter by legal counsel, and acknowledges that it is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims with respect to the SG Claimed Interest, Songstagram expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims which it does not know or expect to exist in its favor at the time of execution hereof, and that this Agreement contemplates, and effects, the extinguishment of any such claim or claims.

## **8. CONDITIONS**

8.1 The obligation of bBooth to proceed with the transactions contemplated herein will be subject to satisfaction, or written waiver by bBooth, of the following conditions:

- (a) bBooth and its advisors having had a reasonable opportunity to perform the searches and other due diligence reasonable or customary in a transaction of a similar nature to that contemplated herein and bBooth and its advisors being satisfied with the results of such due diligence;
- (b) bBooth, Wright and Songstagram obtaining all necessary governmental, regulatory and court consents, waivers and approvals (including antitrust clearance to the extent applicable);
- (c) bBooth, Wright and Songstagram obtaining the consent of any parties from whom consent to the transactions contemplated herein are required;
- (d) no material adverse change having occurred in connection with the Songstagram Assets, the Songstagram App or the Wright Assets;
- (e) no legal proceedings pending or threatened to enjoin, restrict or prohibit the transactions contemplated herein;
- (f) all of the SG Personnel executing the releases and assignments contemplated in Section 4 herein; and
- (g) all of the Claimants executing the releases contemplated in Section 3 herein.

## **9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF WRIGHT AND SONGSTAGRAM**

9.1 Wright possesses, and has good and marketable title to, all of the Wright Assets free and clear of all Liens (as defined herein), except as has been set forth on Schedule C attached hereto. For the purposes of this Section 9.1, “Lien” means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, restriction, assignment, trust or deemed trust (whether contractual, statutory or otherwise arising), title defect or objection, title retention agreement, option or encumbrance of any nature or kind whatsoever.

- 9.2 Wright has all requisite power and authority to execute and deliver this Agreement and all documents contemplated herein to be signed by Wright, to perform his respective obligations hereunder and thereunder, and to consummate the transactions contemplated hereby. This Agreement has been, and the other transaction documents when executed and delivered by Wright as contemplated by this Agreement will be, duly executed and delivered by Wright, and this Agreement is, and the other transaction documents when executed and delivered by Wright as contemplated hereby will be, valid and binding obligations of Wright, enforceable in accordance with their respective terms except:
- (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally;
  - (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies; and
  - (c) as limited by public policy.
- 9.3 Wright represents and warrants that he has the authority to execute this Agreement as an authorized signatory for Songstagram.
- 9.4 Songstagram has all requisite power and authority to execute and deliver this Agreement and all documents contemplated herein to be signed by Songstagram, to perform its respective obligations hereunder and thereunder, and to consummate the transactions contemplated hereby. This Agreement has been, and the other transaction documents when executed and delivered by Songstagram as contemplated by this Agreement will be, duly executed and delivered by Songstagram, and this Agreement is, and the other transaction documents when executed and delivered by Songstagram as contemplated hereby will be, valid and binding obligations of Songstagram, enforceable in accordance with their respective terms except:
- (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally;
  - (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies; and
  - (c) as limited by public policy.

- 9.5 Except as has been set forth on Schedule D attached hereto, there is no pending legal proceeding:
- (a) that has been commenced by or against Wright, Songstagram or Qubeey (other than the bankruptcy proceedings involving Qubeey), or that otherwise relates to, or may affect, the Songstagram Business, the Songstagram Assets, the Songstagram App, the Qubeey Business or the Qubeey App; or
  - (b) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated herein.
- 9.6 To the knowledge of Wright and except as has been set forth on Schedule D attached hereto, no legal proceeding has been threatened against Wright, Songstagram or Qubeey (other than the bankruptcy proceedings involving Qubeey), or that otherwise relates to, or may affect, the Songstagram Business, the Songstagram Assets, the Songstagram App, the Qubeey Business or the Qubeey App, and no event has occurred or circumstance exists that may give rise to, or serve as a basis for, the commencement of any such legal proceeding.

## **10. CONFIDENTIAL INFORMATION**

- 10.1 Except as and to the extent required by law, neither bBooth, Wright nor Songstagram will disclose or use, and each will direct its respective representatives not to disclose or use, to the detriment of any other Party, any Confidential Information (as defined herein) with respect to such other Party furnished, or to be furnished, by such other Party or its representatives to bBooth, Wright or Songstagram or their respective representatives at any time or in any manner, other than as may be agreed to by such other Party. For purposes of this Section 10, “ **Confidential Information** ” means any information about a Party provided by such Party or its representatives to any other Party and/or its respective representatives, unless: (a) such information is already known to the receiving Party or its representatives or to others not bound by a duty of confidentiality; (b) such information becomes publicly available through no fault of the receiving Party or its representatives; (c) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the transactions contemplated herein; or (d) the furnishing or use of such information is required by, or necessary or appropriate in connection with, legal proceedings. Upon the written request of any disclosing Party, the receiving Party or Parties will promptly return or destroy any Confidential Information in its or their possession and certify in writing to the disclosing Party that it has done so.
- 10.2 Except as and to the extent required by law, without the prior written consent of the other Parties, neither bBooth, Wright nor Songstagram will, and each will direct its representatives not to, make, directly or indirectly, any public comment, statement or communication with respect to, or otherwise to disclose or to permit the disclosure of the existence of discussions regarding, a possible transaction between the Parties or any of the terms, conditions or other aspects of the transactions proposed in this Agreement. If a Party is required by law to make any such disclosure, it must first provide to the other Parties the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made.

**11. STANDSTILL**

- 11.1 From the date hereof until June 30, 2015, neither Wright nor Songstagram shall, directly or indirectly, through any officer, director, employee, representative (including any financial or other adviser) or agent of Wright or Songstagram (collectively, the “**Representatives**”), or otherwise, and shall not permit any Representative to: (a) solicit, initiate, encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any information, properties, facilities, books or records relating to Songstagram or Qubeey, or entering into any form of agreement, arrangement or understanding), any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal (as defined herein) or potential Acquisition Proposal; (b) enter into, or otherwise engage or participate in, any discussions or negotiations with any person (other than bBooth and its affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal or potential Acquisition Proposal; or (c) accept or approve, or propose to accept or approve any Acquisition Proposal. For the purposes of this Agreement, the term “**Acquisition Proposal**” means any bona fide offer, proposal or inquiry made by any person other than bBooth (or any affiliate of bBooth) with respect any transaction or series of transactions involving Wright, Songstagram and/or Qubeey, the consummation of which could reasonably be expected to impede, interfere with, prevent or materially delay the transactions contemplated by this Agreement, or which could reasonably be expected to materially reduce the benefits to bBooth under this Agreement.
- 11.2 If either of Wright or Songstagram or any of their respective Representatives, receive or otherwise become aware of any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, or any request for copies of, access to, or disclosure of, information relating to Songstagram or Qubeey, including, but not limited to, information, access, or disclosure relating to the Songstagram Assets, the Songstagram App, the Qubeey Business, the Qubeey App or the facilities, books or records of Wright, Songstagram or Qubeey, Wright shall immediately notify bBooth, at first orally, and then promptly, and in any event within 24 hours, in writing, of: (a) such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions; the identity of all persons making the Acquisition Proposal, inquiry, proposal, offer or request; and copies of all documents, correspondence or other material received in respect of, from or on behalf of any such person; and (b) the status of developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request.

**12. GENERAL**

- 12.1 This Agreement may not be amended except by an instrument in writing signed by each of the Parties.
- 12.2 The Parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.



12.3 This Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Any dispute among the Parties will be finally settled by arbitration administered by the American Arbitration Association, in Los Angeles, California, in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) will be final and binding, and may be entered in any court having jurisdiction thereof.

12.4 Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, the notice to the following address or number:

If to bBooth:

bBooth, Inc.  
1157 North Highland Avenue, Suite C  
Los Angeles, CA, USA 90038  
Attention: Rory Cutaia  
Telephone: (855) 250-2300  
Email: rory@bbooth.com

With a copy (which will not constitute notice) to:

Clark Wilson LLP  
900 – 885 West Georgia Street  
Vancouver, BC, Canada, V6C 3H1  
Attention: Virgil Z. Hlus  
Telephone: (604) 687-5700  
Email: vzh@cwilson.com

If to Songstagram:

Songstagram, Inc.  
15462 Cabrito Road  
Van Nuys, CA, USA 91406  
Attention: Rocky Wright  
Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Email: rocky@songstagram.com

If to Wright:

Rocky Wright  
c/o 15462 Cabrito Road  
Van Nuys, CA, USA 91406  
Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Email: rocky@songstagram.com

(or to such other address or number as any Party may specify by notice in writing to another Party).

Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the transmission was sent successfully to the number set out above, as the case may be.

Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

- 12.5 This Agreement, the schedules attached hereto and the Settlement and Release Agreement among bBooth, Wright and Songstagram contain the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, among any of the Parties with respect thereto. Any preceding correspondence or offer is expressly superseded and terminated by this Agreement.
- 12.6 In this Agreement, wherever the singular or masculine is used the same will be deemed to include the plural, feminine or body politic or corporate and also the successors and assigns of the parties hereto and each of them where the context of the Parties so require.
- 12.7 The Parties hereto are sophisticated and have been represented by lawyers throughout this transaction who have carefully negotiated the provisions hereof. As a consequence, the Parties agree that the presumptions of Section 1654 of the Civil Code of California relating to the interpretation of contracts against the drafter of any particular clause should not be applied in this case and therefore waive its effects.
- 12.8 Neither Wright nor Songstagram may assign any of their respective rights under this Agreement without the prior consent of bBooth. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of each of the Parties, as applicable. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their successors and assigns, as applicable.

- 12.9 If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.
- 12.10 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument, and delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of an original copy of this Agreement as of the date set out on the first page of this Agreement.

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**SCHEDULE A**

**DESCRIPTION OF WRIGHT ASSETS**

**SCHEDULE B**

**CLAIMANTS**

<b>Claimant Name</b>	<b>Percentage Interest</b>
Jeff Franklin	15%
Sybersound Records, Inc.	4%
Creative Cultural Ltd.	3%
Art Malone, Jr. (and AMJ Global LLC)	24.75%
Rocky Wright	24.75%
Rick Maike	18.5%
Finders	10%
<b>Total</b>	<b>100%</b>

**SCHEDULE C**

**LIENS**

Security Agreement, dated December 11, 2014, between bBooth, Inc. and Rocky Wright

**SCHEDULE D**  
**LEGAL PROCEEDINGS**



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SURRENDER OF COLLATERAL,  
CONSENT TO STRICT FORECLOSURE,  
AND RELEASE AGREEMENT

This Surrender of Collateral, Consent to Strict Foreclosure, and Release Agreement (the "Agreement") is entered into on January 20, 2015 by and between bBooth, Inc., a Nevada corporation, and Songstagram, Inc., a Nevada corporation.

RECITALS

A. bBooth, Inc. ("bBooth") and Songstagram, Inc. ("Songstagram") have entered into that certain \$475,000 Secured Promissory Note ("Note") and related Security Agreement, (the "Security Agreement") each dated as of December 11, 2014. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Note and Security Agreement.

B. As security for the performance of Songstagram's obligations under the Note, Songstagram granted bBooth a security interest in all of Songstagram's assets as more fully described in the Security Agreement.

C. The Collateral includes that certain property of Songstagram including, but not limited to, any and all of the "accounts," "chattel paper," "contracts," "documents," "equipment," "fixtures," "general intangibles" (including, without limitation, all intellectual property of Songstagram), "trademarks," "copyrights," "goods," "investment property," "instruments," and "inventory" (as such terms are defined in the California Uniform Commercial Code), and all other assets and personal property held in Songstagram's name, and all proceeds and products thereof and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing (the "Collateral").

D. bBooth has demanded from Songstagram payment of all moneys due to bBooth and possession of the Collateral.

E. Songstagram has agreed to turn over the Collateral and consents to bBooth retaining the Collateral in satisfaction of the indebtedness as provided for in Section 9620 of the California Uniform Commercial Code (the "UCC"). Songstagram has waived and renounced, after default, all of its rights to notice of any kind, including a Notification of Disposition of Collateral and its right to require Disposition of Collateral as provided for in Section 9624 of the California Uniform Commercial Code.

AGREEMENT

NOW, THEREFORE, based upon the agreed upon facts set forth above, which are incorporated herein, and the mutual promises contained herein, the parties agree as follows:

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1. Acknowledgment of Songstagram.

1.1 Songstagram acknowledges that it is in default under the Note and is indebted to bBooth in the principal amount of approximately \$475,000 as of January \_\_, 2015 plus interest, costs, fees and expenses (collectively, the "Indebtedness"). In addition, bBooth is entitled to add to the Indebtedness all of bBooth's costs, fees and expenses including reasonable attorneys' fees incurred in enforcing its rights.

1.2 Songstagram acknowledges that: (i) bBooth has been granted a security interest in the Collateral, and (ii) bBooth is entitled to immediately proceed to foreclose upon the Collateral and to exercise its other rights and remedies set forth in the Note as provided by the UCC.

1.3 Songstagram irrevocably:

1.3.1 consents to bBooth retaining the Collateral in satisfaction of the Indebtedness in accordance with the terms set forth herein and pursuant to the provisions of Section 9620 of Article 9 of the UCC; and

1.3.2 irrevocably waives and renounces any and all rights to notice it has or may have under Section 9601, et seq., of the UCC, Part 6 of the UCC including, without limitation, all rights under Section 9620 to receive notice of the proposed retention of the Collateral or subsequent disposition of same, or to the full extent of the law, any other notice or right it may have arising under or pursuant to this or any other section of the UCC or otherwise.

1.4 Songstagram acknowledges that it has no claims, offsets, demands, damages, suits, assertions, cross-complaints, causes of action or debts of any kind or nature whatsoever, whether known or unknown, and whenever or howsoever arising (collectively the, "Existing Claims"), that can be asserted to reduce or eliminate its liability to repay the Indebtedness or seek any affirmative relief or damages of any kind or nature from bBooth, its officers, directors, representatives, employees, counsel, assigns or successors. To the extent any such Existing Claims exist, they are fully, forever, and irrevocably waived and released by Songstagram as more fully provided for in Section 3 hereof.

2. bBooth's Acceptance of Collateral in Satisfaction of Indebtedness.

2.1 Pursuant to Section 9620 of the UCC, this Agreement shall constitute notice by bBooth and receipt and consent by Songstagram of bBooth's proposal to retain the Collateral in satisfaction of the Indebtedness. This Agreement shall also constitute Songstagram's post default waiver and renunciation of all of its rights under Article 9, subdivision 6, of the UCC (including, without limitation, Section 9620).

2.2 Songstagram shall immediately assemble and make available to bBooth for its immediate possession the Collateral and all items relating thereto including, but not limited to, computer disks, records as to the Collateral, contracts, books and records and other information that may be of assistance to bBooth in its management of the Collateral.

2.3 The location of the Collateral is 15462 Cabrito Road, Van Nuys, CA, 91406.

2.4 bBooth agrees to accept said Collateral in satisfaction of the obligations constituting the Indebtedness in the amount of Four Hundred, Seventy-Five Thousand dollars and no cents (\$475,000.00) plus interest, costs, fees and expenses, including attorney's fees incurred in enforcing its rights, and such amount shall be credited against, and reduce the amount of, the Indebtedness. Songstagram acknowledges that the credit being received for the Collateral is fair and reasonable.

### 3. Release of Claims.

3.1 Release. Songstagram for itself and on behalf of its officers, directors, employees, partners, successors, assigns, heirs and estates, hereby forever and irrevocably releases bBooth and its officers, directors, affiliates, members, managers, representatives, agents, attorneys, employees, predecessors, successors and assigns, from any and all claims, offsets, demands, damages, suits, assertions, cross-complaints, causes of action or debts of any kind or nature whatsoever, whenever or howsoever arising, including, but not limited to, the Existing Claims (collectively, the "Claims"), whether such Claims are known or unknown, contingent or absolute, existing as of the date of this Agreement. The Claims released include, without limitation, all Claims:

3.1.1 that bBooth breached its obligations under the Note or Security Agreement;

3.1.2 that bBooth failed to fund any loan or honor any commitment to provide financial accommodations; and

3.1.3 of tort or wrongful conduct, including, but not limited to, any Claim by Songstagram for trade libel and/or any claim of fraudulent representation or concealment, claim of misappropriation, or interference of business, against bBooth or its affiliates, members, managers, representatives, agents, attorneys, employees, predecessors, successors and assigns.

3.2 Release of Unknown Songstagram's Claims. Songstagram acknowledges that it has been advised by counsel with respect to the release contained herein. Songstagram hereby waives and relinquishes all the rights and benefits which it may have with respect to the Claims released herein and under Section 1542 of the California Civil Code and any similar provision of law or rule or decision. Songstagram is familiar with and waives the provisions of Section 1542 of the California Civil Code, which provides as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor.*

3.3 Indemnification. Songstagram shall, to the maximum extent permitted by applicable law, indemnify and hold bBooth harmless from and against any losses, claims, damages or liabilities, joint or several, to which bBooth may become subject for any reason, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon this Agreement, including, but not limited to, any claims of ownership of or rights to the Collateral; and Songstagram shall advance expenses and reimburse bBooth for any legal or other expenses reasonably incurred in connection with investigating or defending any such loss, claim, damage, liability or action.

3.4 Consideration for Release and Indemnity. Songstagram acknowledges that:

3.4.1 the Collateral is worth equal to or less than the credit being received and that it is receiving full and adequate consideration for the release of the Claims;

3.4.2 the foregoing waiver of the provisions of Section 1542 of the California Civil Code was separately bargained for; and

3.4.3 it has been advised by counsel with respect to the release contained herein, and is executing this release and indemnification voluntarily, with full knowledge of its significance and with the express intention of effecting the legal consequences anticipated by California Civil Code Section 1541.

3.5 No Prior Transfer of Claims. Songstagram hereby warrants and represents to bBooth, as to any released Claim, that it is the sole and absolute owner thereof, free and clear of all of the rights and interest of any other person therein and has the right, ability and sole power to release such released Claim.

3.6 Binding Nature. Songstagram acknowledges that its counsel has explained to it the facts that: (1) the foregoing release and indemnification is binding upon it; (2) Songstagram has no Claim remaining against bBooth; (3) this Agreement is binding and enforceable and not subject to any claim of voidability by reason of economic duress, coercion or similar legal or equitable theory; and (4) Songstagram is entering into this Agreement with full knowledge of its consequences and to induce bBooth to enter into this Agreement.

#### 4. Representations and Warranties.

4.1 Songstagram's Representations and Warranties. Songstagram makes the following representations and warranties:

4.1.1 Title. Songstagram has good and merchantable title to the Collateral free and clear of all liens and encumbrances other than the lien in favor of bBooth;

4.1.2 Power and Authority. Songstagram is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada. Songstagram has the power and authority to enter into this Agreement and to convey the Collateral to bBooth and to otherwise perform its obligations hereunder. Songstagram has taken all corporate action necessary for it to enter into this Agreement and to perform its obligations hereunder. This Agreement is binding upon and fully enforceable against Songstagram in accordance with its terms. Neither the execution of this Agreement nor performance of the obligations hereunder shall result in a breach of any document, judgment, decree, agreement or law, order, rule or regulation by which it is bound.

4.1.3 Litigation or Proceedings. No suit, action, or other proceeding is pending or, to Songstagram's knowledge, has been threatened before any court as it relates to or concerns the Collateral or the transactions contemplated hereby, which would adversely affect Songstagram's ability to perform its obligations under this Agreement.

4.1.4 Bankruptcy. No petition in bankruptcy for the appointment of a receiver or trustee has been filed by or against Songstagram; and Songstagram has not made an assignment for the benefit of creditors or filed a petition for an arrangement or entered into an arrangement with creditors, which petition, proceedings, assignment, or arrangement exists, is pending, or is contemplated by Songstagram that would materially affect the Collateral.

4.1.5 Materials Accurate. All of the reports, contracts, and other information regarding the Collateral provided by Songstagram to bBooth hereunder are true and correct in all material respects and no information has been omitted from such materials that would cause the reports, information, and materials delivered by Songstagram to bBooth to be misleading in any material way.

4.1.6 Compliance with Law. The operations and activities of Songstagram as they relate to and concern the Collateral comply in all material respects, and have complied in all material respects, with all applicable federal, state, local or foreign law, statute, ordinance, franchise, permit, concession, license, writ, rule, regulation, order, injunction, judgment or decree.

4.1.7 No Conflicts. None of the execution, delivery or performance by Songstagram of this Agreement and each other documents and agreements referenced herein, the consummation by the Songstagram of the transactions contemplated hereby and thereby, or compliance by Songstagram with any of the provisions hereof or thereof will (a) conflict with or result in any breach of any provision of the organizational documents of Songstagram, (b) require any filing with, permit or consent of, any governmental authority or other person (including, without limitation, consents from parties to any contracts), (c) require any consent or notice under, or result in a violation or breach of, or constitute (with or without due notice or the passage of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under, any contract, or (d) violate any order or applicable law with respect to the Songstagram or the Collateral.

4.2 bBooth's Representations and Warranties. bBooth makes the following representations and warranties:

4.2.1 Power and Authority. bBooth is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. bBooth has the power and authority to enter into this Agreement. bBooth has taken all corporate action necessary for it to enter into this Agreement and to perform its obligations hereunder.

5. Covenants

5.1 Covenant of Songstagram. Songstagram hereby covenants that it shall cooperate with bBooth in connection with the performance of the terms of this Agreement. Songstagram shall perform all necessary steps and shall sign all agreement necessary to assign and transfer the Collateral to bBooth in accordance with this Agreement.

6. Miscellaneous Provisions

6.1 Rules of Construction. The Article and Section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular Article or Section.

6.2 Severability. The validity, legality or enforceability of this Agreement will not be affected even if one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect.

6.3 Agreement Negotiated. The parties hereto are sophisticated and have been represented by lawyers throughout this transaction who have carefully negotiated the provisions hereof. As a consequence, the parties agree that the presumptions of Section 1654 of the California Civil Code relating to the interpretation of contracts against the drafter of any particular clause should not be applied in this case and therefore waive its effects.

6.4 Notices. Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, the notice to the following address or number:

If to bBooth:

bBooth, Inc.  
1157 North Highland Avenue, Suite C  
Los Angeles, CA, USA 90038  
Attention: Rory Cutaia  
Telephone: (855) 250-2300  
Email: rory@bbooth.com

With a copy (which will not constitute notice) to:

Clark Wilson LLP  
900 – 885 West Georgia Street  
Vancouver, BC, Canada, V6C 3H1  
Attention: Virgil Z. Hlus  
Telephone: (604) 687-5700  
Email: vzh@cwilson.com

If to Songstagram:

Songstagram, Inc.  
15462 Cabrito Road  
Van Nuys, CA, USA 91406  
Attention: Rocky Wright  
Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Email: rocky@songstagram.com

(or to such other address or number as any party may specify by notice in writing to another party).

Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the transmission was sent successfully to the number set out above, as the case may be.

Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

6.5 Time of Essence. Time is of the essence in the performance of this Agreement.

6.6 No Assignment; Binding Effect. This Agreement may be assigned by bBooth in whole or in part in its sole and absolute discretion. This Agreement is personal to Songstagram and shall not be assigned to any other person or entity and any such assignment shall be in violation hereof and null and void. Notwithstanding the above, this Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto and their respective heirs, estates and successors, and the assigns of bBooth.

6.7 Recitals Incorporated. The Recitals are incorporated into and are a part of this Agreement.

6.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.9 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument, and delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of an original copy of this Agreement as of the date set out on the first page of this Agreement.

6.10 No Fiduciary Relationship. The parties hereto are debtor and creditor, no fiduciary duty or relationship exists between them.

6.11 Survival of Representations of Warranties. Songstagram represents and warrants and acknowledges that: (i) bBooth is relying upon the representations and warranties, all of which shall survive the execution hereof; (ii) the execution, delivery and performance of this Agreement has been duly authorized by Songstagram; and (iii) this Agreement, when executed and delivered, constitutes the valid, binding and legally enforceable obligation of Songstagram in accordance with the terms hereof.

6.12 Confidentiality. The terms of this Agreement have been negotiated and received in confidence and, except as otherwise set forth herein, Songstagram nor any of its representatives, employees or those acting on their behalf, will disclose any of the terms of this Agreement, or authorize anyone else to disclose such terms, without the express written consent of bBooth, except that the Songstagram may disclose the terms of this Agreement to its attorneys, accountants, and financial advisors, and as required by law.

6.13 Venue, Jurisdiction; Jury Trial Waiver. bBooth and Songstagram hereby:

6.13.1 consent to the jurisdiction of any state or Federal court located in California;

6.13.2 agree that the exclusive venue of any proceeding respecting this Agreement, the rights and obligations of the parties under this Agreement, and of any dispute between bBooth and Songstagram shall be a court of competent jurisdiction located in Los Angeles County, California; and

6.13.3 irrevocably waive their right to a jury trial in any action or proceeding based upon, or related to, the subject matter of the Note and Security Agreement and this Agreement. The foregoing waiver of trial by jury is knowingly, intentionally, and voluntarily made by bBooth and Songstagram and Songstagram acknowledges that bBooth nor any person acting on behalf of bBooth has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. bBooth and Songstagram further each acknowledge that they have been represented in the negotiation and execution of this agreement and in the making of this waiver by independent legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel. bBooth and Songstagram further acknowledge that they have read and understand the meaning and ramification of this provision.

6.14 The parties to this Agreement will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

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IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

bBooth, Inc.

Songstagram, Inc.

/s/ Rory Cutaia  
Rory Cutaia, President

/s/ Rocky Wright  
Rocky Wright

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**TERMINATION AGREEMENT AND RELEASE**

**THIS TERMINATION AGREEMENT AND RELEASE** (this “ **Agreement** ”) is made as of the 20th day of January, 2015.

**AMONG :**

**bBOOTH, INC.** , a corporation having an address at 1157 North Highland Avenue, Suite C, Hollywood, CA 90038

(“ **bBooth** ”)

**AND :**

**SONGSTAGRAM, INC.** , a corporation having an address at 15462 Cabrito Road, Van Nuys, CA 91406

(“ **Songstagram** ”)

**AND :**

[**NAME OF CLAIMANT**] , an individual having an address at [**INSERT ADDRESS OF CLAIMANT**]

(the “ **Claimant** ”)

**WHEREAS :**

- A. bBooth has agreed to acquire from Songstagram all assets of Songstagram, including all intellectual property related to, or used in connection with, the Songstagram application and bBooth has also agreed to acquire from Rocky Wright all assets related to, or used in connection with, the Songstagram application, the business of Songstagram, the business of Queeby, Inc (“ **Queeby** ”) and the Queeby application (collectively, the “ **Acquired Assets** ”);
- B. The Claimant is an employee or consultant of Songstagram and in connection therewith has entered into a Consulting Agreement and a Termination Benefits Agreement, each dated November 13, 2014 (collectively, the “ **Songstagram Agreements** ”);
- C. bBooth wishes to employ the Claimant and, in consideration therefor, wishes to confirm that the Claimant does not own any rights to any of the Acquired Assets; and
- D. Songstagram and the Claimant wish to terminate the Songstagram Agreements and forever release any and all claims between and amongst bBooth, Songstagram and the Claimant (each, a “ **Party** ” and one or more being “ **Parties** ”);
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**THIS AGREEMENT WITNESSES THAT** , in consideration of the covenants and agreements set out herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

**1. TERMINATION OF THE AGREEMENTS**

- 1.1 Each of Songstagram and the Claimant agree that the Songstagram Agreements are hereby terminated, effective immediately, and are of no further force and effect.
- 1.2 Each of Songstagram and the Claimant agree, despite any terms of the Songstagram Agreements, that Songstagram has no obligations or liability to the Claimant under any of the Songstagram Agreements.
- 1.3 This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter and transactions referred to in this Agreement, and no covenants, agreements, promises, representations, or warranties of any kind, whether express or implied, in law or fact, have been made by any Party, except as specifically set forth in this Agreement. All prior and contemporaneous discussions, negotiations, and agreements, including the Songstagram Agreements, have been, and are, merged and integrated into, and are superseded by, this Agreement.

**2. RELEASE AND WAIVER OF SECTION 1542 OF CALIFORNIA CIVIL CODE - SONGSTAGRAM**

- 2.1 The Claimant hereby agrees that:
- (a) all of his/her right, title, interest and claim in, in connection with, or to, any claims under or in connection with the Songstagram Agreements (the “**Songstagram Agreements Claimed Interest**”) is hereby fully satisfied and extinguished;
  - (b) the Claimant, for himself/herself and all of his/her successors, assigns, heirs, administrators, representatives, agents, associates and affiliates, and of any successors thereof (collectively, the “**Releasors**”), will irrevocably and unconditionally remise, release, acquit and forever discharge Songstagram and all of its present, former and future directors, officers, shareholders, employees, associates, affiliates, partners, agents, administrators, counsel, consultants, contractors, representatives, agents, and assigns, and those of any successors of any of the foregoing (collectively, the “**Releasees**”), of and from any and all manner of actions, causes of action, suits, debts, sums of money, due accounts, dues, bonds, covenants, contracts, claims, demands, damages, costs, expenses, liabilities, compensation and any and all legal obligations of any and every kind and nature whatsoever and howsoever arising, whether at law or in equity, or under any statute, whether known or unknown, and suspected or unsuspected, which the Releasors had, have, or may at any time in the future have, with respect to the Songstagram Agreements Claimed Interest;

- (c) the Releasors will not, directly or indirectly, join, assist, aid, or act in concert in any manner whatsoever with, any other person in the making of any claim or demand, or in the bringing of any proceeding or action, in any manner whatsoever against the Releasees or any of them with respect to the Songstagram Agreements Claimed Interest; and
- (d) the Releasors will not make or continue any claim or complaint, or initiate or continue any proceeding, against any person which might be entitled to claim, pursuant to the provisions of any applicable statute or otherwise, contribution, indemnity or other relief against the Releasees or any of them arising out of or in relation to the Songstagram Agreements Claimed Interest.

2.2 The Claimant acknowledges and agrees that, in entering into this Agreement, his/her: (a) has been advised, and has had an opportunity, to obtain independent legal advice, (b) has exercised his/her own independent judgment and (c) has not been influenced, to any extent whatsoever, by any representations, statements or conduct of any kind whatsoever by either of the other Parties.

2.3 The Claimant does hereby, on his/her own behalf and on behalf of all Releasors, expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of California, and any other comparable and applicable state laws, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. The Claimant acknowledges that he/she is being represented in this matter by legal counsel, and acknowledges that he/she is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims with respect to the Songstagram Agreements Claimed Interest, the Claimant expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims which he/she does not know or expect to exist in his/her favor at the time of execution hereof, and that this Agreement contemplates, and effects, the extinguishment of any such claim or claims.

3. **ACKNOWLEDGEMENT OF NO RIGHTS IN ACQUIRED ASSETS AND RELEASE AND WAIVER OF SECTION 1542 OF CALIFORNIA CIVIL CODE - BBOOTH**

3.1 The Claimant acknowledges and agrees that the Claimant does not have any rights whatsoever in any of the Acquired Assets.

3.2 The Claimant hereby agrees that:

- (a) all of his/her right, title, interest and claim in, in connection with, or to, any claims under or in connection with any of the Acquired Assets (the “ **Acquired Assets Claimed Interest** ”) is hereby fully satisfied and extinguished;
- (b) the Claimant, for himself/herself and all of his/her successors, assigns, heirs, administrators, representatives, agents, associates and affiliates, and of any successors thereof (collectively, the “ **Releasors** ”), will irrevocably and unconditionally remise, release, acquit and forever discharge bBooth and all of its present, former and future directors, officers, shareholders, employees, associates, affiliates, partners, agents, administrators, counsel, consultants, contractors, representatives, agents, and assigns, and those of any successors of any of the foregoing (collectively, the “ **Releasees** ”), of and from any and all manner of actions, causes of action, suits, debts, sums of money, due accounts, dues, bonds, covenants, contracts, claims, demands, damages, costs, expenses, liabilities, compensation and any and all legal obligations of any and every kind and nature whatsoever and howsoever arising, whether at law or in equity, or under any statute, whether known or unknown, and suspected or unsuspected, which the Releasors had, have, or may at any time in the future have, with respect to the Acquired Assets Claimed Interest;
- (c) the Releasors will not, directly or indirectly, join, assist, aid, or act in concert in any manner whatsoever with, any other person in the making of any claim or demand, or in the bringing of any proceeding or action, in any manner whatsoever against the Releasees or any of them with respect to the Acquired Assets Claimed Interest; and
- (d) the Releasors will not make or continue any claim or complaint, or initiate or continue any proceeding, against any person which might be entitled to claim, pursuant to the provisions of any applicable statute or otherwise, contribution, indemnity or other relief against the Releasees or any of them arising out of or in relation to the Acquired Assets Claimed Interest.

3.3 The Claimant acknowledges and agrees that, in entering into this Agreement, he/she: (a) has been advised, and has had an opportunity, to obtain independent legal advice, (b) has exercised his/her own independent judgment and (c) has not been influenced, to any extent whatsoever, by any representations, statements or conduct of any kind whatsoever by either of the other Parties.

3.4 The Claimant does hereby, on his/her own behalf and on behalf of all Releasors, expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of California, and any other comparable and applicable state laws, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. The Claimant acknowledges that he/she is being represented in this matter by legal counsel, and acknowledges that he/she is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims with respect to the Acquired Assets Claimed Interest, the Claimant expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims which he/she does not know or expect to exist in his/her favor at the time of execution hereof, and that this Agreement contemplates, and effects, the extinguishment of any such claim or claims.

**4. COLLECTION OF PERSONAL INFORMATION**

4.1 The Claimant acknowledges and consents to the fact that bBooth is collecting the Claimant's personal information for the purpose of fulfilling this Agreement. The Claimant's personal information (and, if applicable, the personal information of those on whose behalf the Claimant is contracting hereunder) may be disclosed by bBooth to: (a) stock exchanges or securities regulatory authorities, (b) bBooth's registrar and transfer agent, (c) tax authorities and any other governmental authorities and (d) any of the other parties involved in this Agreement, including legal counsel. By executing this Agreement, the Claimant is deemed to be consenting to the collection, use and disclosure of the Claimant's personal information (and, if applicable, the personal information of those on whose behalf the Claimant is contracting hereunder) for the foregoing purposes, and to the retention of such personal information for as long as permitted or required by law or business practice.

**5. GENERAL**

5.1 This Agreement may not be amended except by an instrument in writing signed by each of the Parties.

5.2 The Parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

5.3 This Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

5.4 Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, the notice to the following address or number:

If to bBooth:

bBooth, Inc.  
1157 North Highland Avenue, Suite C  
Los Angeles, CA, USA 90038  
Attention: Rory Cutaia  
Telephone: (855) 250-2300  
Email: rory@bbooth.com

With a copy (which will not constitute notice) to:

Clark Wilson LLP  
900 – 885 West Georgia Street  
Vancouver, BC, Canada, V6C 3H1  
Attention: Virgil Z. Hlus  
Telephone: (604) 687-5700  
Email: vzh@cwilson.com

If to Songstagram:

Songstagram, Inc.  
15462 Cabrito Road  
Van Nuys, CA, USA 91406  
Attention: Rocky Wright  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Email: rocky@sonstagram.com

If to the Claimant:

**[Name of Claimant]**  
**[Address of Claimant]**  
Telephone:  
Email:

(or to such other address or number as any Party may specify by notice in writing to another Party).

Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the transmission was sent successfully to the number set out above, as the case may be.

Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

5.5 In this Agreement, wherever the singular or masculine is used the same will be deemed to include the plural, feminine or body politic or corporate and also the successors and assigns of the parties hereto and each of them where the context of the Parties so require.

- 5.6 The Claimant may not assign any of the Claimant's respective rights under this Agreement without the prior consent of each of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of each of the Parties, as applicable. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their successors and assigns, as applicable.
- 5.7 If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.
- 5.8 The Parties shall bear their own respective attorneys' fees, costs, and any other expenses incurred in connection with their respective claims and the subject matter of this Agreement.
- 5.9 The Parties acknowledge that, after the execution of this Agreement, they may discover facts different from or in addition to those which each Party now knows or believes to be true with respect to the claims released in this Agreement, and each Party agrees that, despite such a discovery, this Agreement shall be and remain in full force and effect. Similarly, in entering into this Agreement, each Party assumes the risk of misrepresentations, concealments, or mistakes, and if any Party should subsequently discover that any fact relied upon in entering into this Agreement was untrue, that any fact was concealed from such Party, or that such Party's understanding of the facts or law was incorrect, such Party shall not be entitled to set aside this Agreement or the settlement reflected in this Agreement and shall not be entitled to recover any damages on that account. Each Party relies on the finality of this Agreement as a material factor inducing such Party's execution of this Agreement.
- 5.10 The Parties acknowledge, understand and agree that this Agreement represents a settlement and compromise of disputed claims, and that, the fact of this Agreement, the substance of its recitations and provisions, or any payment hereunder, is not, and shall not be construed, in any manner as an admission or acknowledgment of the existence of any liability or wrongdoing on the part of any of the Parties, all such liability or wrongdoing being expressly denied.
- 5.11 This Agreement may be enforced by any Party by a motion under California Code of Civil Procedure Section 664.6 or by any other procedure permitted by law in the Superior Court of California for the County of Los Angeles. The prevailing Party in any motion brought to enforce this Agreement pursuant to Section 664.6 shall be entitled to its reasonable attorney's fees expended in connection with bringing or defending such motion.



- 5.12 The Parties hereto are sophisticated and have been represented by lawyers throughout this transaction who have carefully negotiated the provisions hereof. As a consequence, the Parties agree that the presumptions of Section 1654 of the Civil Code of California relating to the interpretation of contracts against the drafter of any particular clause should not be applied in this case and therefore waive its effects.
- 5.13 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument, and delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of an original copy of this Agreement as of the date set out on the first page of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF** the Parties have executed this Termination Agreement and Release as of the date set out on the first page hereof.

**bBOOTH, INC.**

Per: \_\_\_\_\_  
Authorized Signatory

**SONGSTAGRAM, INC.**

Per: \_\_\_\_\_  
Authorized Signatory

**EXECUTED and DELIVERED** by [CLAIMANT NAME] in  
the presence of: )

\_\_\_\_\_  
Signature )

\_\_\_\_\_  
[CLAIMANT NAME]

\_\_\_\_\_  
Print Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )