

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

2077757919

04/28/2020 17:00

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> NMS Special Opportunity Fund LP Attn: Legal Dept 433 North Camden Drive, 4th Floor Beverly Hills, CA 90210
<input type="checkbox"/> 744 423 7-1



FILED

CALIFORNIA SECRETARY OF STATE

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
17-7583463175

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record

CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

ADD name: Complete item 7a or 7b, and item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

The Debtor has irrevocably pledged and assigned all of his rights to the principal corpus of the United States Treasury registered under ISIN# US912810QQZ49 and CUSIP #9125810QQZ49 to the Secured Party as described in the Collateral Pledge and Security Agreement (attached hereto) between the parties dated March 30, 2020. The amount of the pledge and assignment is for the full amount as shown on Exhibit A of the Collateral Pledge and Security Agreement.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

NMS Special Opportunity Fund LP

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

COLLATERAL PLEDGE AND SECURITY AGREEMENT

THIS COLLATERAL PLEDGE AND SECURITY AGREEMENT (this "**Agreement**") made as of March 30, 2020 (the "**Effective Date**"), by and between IAN E. FLEMING, an individual ("**Pledgor**"), and NMS SPECIAL OPPORTUNITY FUND, LP, a Delaware limited partnership (together with its successors and assigns, "**Secured Party**"). The Agreement supersedes any other prior agreement between the parties whether written or verbal.

RECITALS

WHEREAS, Pledgor and Secured Party previously entered into that certain Collateral Pledge Agreement, dated April 10, 2017 (the "**Original Pledge Agreement**");

WHEREAS, Pledgor and Secured Party subsequently entered into that certain Collateral Pledge and Security Agreement (the "**Existing Agreement**") and that certain Loan Agreement (the "**Loan Agreement**") dated October 15, 2019, which superseded and replaced the Original Pledge Agreement;

WHEREAS, the parties agree that upon mutual execution of this Agreement, the Existing Agreement and the Loan Agreement will be superseded and replaced in their entireties by this Agreement;

WHEREAS, the Secured Party is looking to enter into certain structured finance transactions which will require Pledgor to execute and deliver to the Secured Party a pledge of the Collateral (as defined below);

WHEREAS, the Pledgor has determined that the execution, delivery and performance of this Agreement directly benefit and are in the best interest of Pledgor as he will have received certain Class B Common Shares or membership interests in the Secured Party as consideration for his pledge of the Collateral; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions.

(a) All capitalized terms used in this Agreement and the recitals hereto which are defined in Article 8 or 9 of the UCC and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the UCC as in effect in the State of California on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Secured Party may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the UCC: "Cash Proceeds", "General Intangibles", "Proceeds", and "Security Account".

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Pledged Account” means the securities account in the name of Pledgor and described in Exhibit A hereto.

“Secured Obligations” has the meaning specified therefor in Section 3 hereof.

“USTs” means United States Treasuries held in or credited to the name of Pledgor and/or held or credited to the Pledged Account, including without limitation those United States Treasuries described on Exhibit A hereto.

SECTION 2. Grant of First Priority Security Interest. As collateral security for the prompt payment, performance and observance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Pledgor hereby pledges and assigns to the Secured Party (and its agents, assigns and designees), and grants to the Secured Party (and its agents, assigns and designees), a continuing first priority security interest in all of the Pledgor’s right, title, and interest in, to and under all of the following property, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, tangible or intangible (all being collectively referred to herein as the “Collateral”):

(a) the Pledged Account, together with all money, all USTs, all Investment Property and all other property and financial assets from time to time held in or credited to the Pledged Account, and all security entitlements in all such financial assets;

(b) all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of Pledgor described in the preceding clauses of this Section 2 hereof (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by Pledgor in respect of any of the items listed above), and all books, correspondence, files and records, including, without limitation, all tapes, disks, cards, software, data and computer programs in the possession

or under the control of Pledgor or any other Person from time to time acting for Pledgor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 hereof or are otherwise necessary or helpful in the collection or realization thereof; and

(c) all Proceeds, including all Cash Proceeds and noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case howsoever Pledgor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

SECTION 3. Security for Secured Obligations. The first priority security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Secured Obligations"):

(a) the prompt payment by Pledgor, as and when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all amounts from time to time owing by him in respect of his ownership interest in the Secured Party; and

(b) the due performance and observance by Pledgor of all of its other obligations from time to time in respect of his ownership interest in the Secured Party.

SECTION 4. Delivery of the Pledged Interests.

(a) Any and all certificates and instruments constituting Collateral from time to time required to be pledged to the Secured Party pursuant to the terms of this Agreement shall be delivered to the Secured Party promptly upon, but in any event within five (5) days of, receipt thereof by or on behalf of the Pledgor. All such certificates and instruments shall be held by or on behalf of the Secured Party pursuant hereto and shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment or undated transfer powers executed in blank, all in form and substance reasonably satisfactory to the Secured Party. If any Collateral consists of uncertificated securities, unless the immediately following sentence is applicable thereto, Pledgor shall cause the Secured Party (or its designated custodian or nominee) to become the registered holder thereof, or cause each issuer of such securities to agree that it will comply with instructions originated by the Secured Party with respect to such securities without further consent by Pledgor. If any Collateral consists of security entitlements, Pledgor shall transfer such security entitlements to the Secured Party (or its custodian, nominee or other designee), or cause the applicable securities intermediary to agree that it will comply with entitlement orders by the Secured Party without further consent by Pledgor.

(b) If Pledgor shall receive, by virtue of Pledgor's being or having been an owner of any Collateral, any (i) option or right, whether as an addition to, substitution for, or in exchange for, any Collateral, or otherwise, and (ii) dividends payable in cash or in securities or other property, Pledgor shall receive such instrument, option, right, payment or distribution in trust for the benefit of the Secured Party, shall segregate it from Pledgor's other property and shall deliver it forthwith to the Secured Party, in the exact form received, with any necessary indorsement and/or appropriate stock powers duly executed in blank, to be held by the Secured

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Party as Collateral and as further collateral security for the Secured Obligations.

SECTION 5. Representations and Warranties. Pledgor represents and warrants to Secured Party as follows:

(a) There is no pending or, to the best knowledge of Pledgor, threatened action, suit, proceeding or claim before any court or other Governmental Authority or any arbitrator, or any order, judgment or award by any court or other Governmental Authority or any arbitrator, that may adversely affect the grant by Pledgor, or the perfection, of the first priority security interest purported to be created hereby in the Collateral, or the exercise by the Secured Party of any of its rights or remedies hereunder.

(b) Set forth in Exhibit A hereto is a complete and accurate description, as of the date of this Agreement, of the Pledged Account of Pledgor, together with the name and address of each institution at which the Pledged Account is maintained, the account number for the Pledged Account and the USTs credited to the Pledged Account.

(c) The Pledgor is and will be at all times the sole and exclusive owner of, or otherwise have and will have adequate rights in, the Collateral free and clear of any Lien (other than Liens in favor of the Secured Party), offset or defense. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording or filing office.

(d) The exercise by the Secured Party of any of its rights and remedies hereunder will not contravene any law or any contractual restriction binding on or otherwise affecting Pledgor or any of his properties and will not result in, or require the creation of, any Lien upon or with respect to any of his properties.

(e) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person (other than those that have been obtained and are in full force and effect) is required for (i) the due execution, delivery and performance by Pledgor of this Agreement, (ii) the grant by Pledgor of the first priority security interest purported to be created hereby in the Collateral or (iii) the exercise by the Secured Party of any of its rights and remedies hereunder, except, in the case of this clause (iii), as may be required in connection with any sale of any Collateral by laws affecting the offering and sale of United States Treasuries and securities generally. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for the perfection of the first priority security interest purported to be created hereby in the Collateral (other than those that have been obtained and are in full force and effect).

(f) (i) Pledgor is a U.S. citizen and a New York resident and has full legal capacity, power and authority to own the Collateral; (ii) Pledgor has full power, authority and competence to enter into and perform the obligations of Pledgor under this Agreement; (iii) there are no actions or proceedings pending or, to Pledgor's knowledge, threatened before any Governmental Authority, against or affecting Pledgor that (x) purports to affect the legality, validity or enforceability of this Agreement; (iv) Pledgor has determined that the execution, delivery and performance of this Agreement are in Secured Party's best business and pecuniary

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interests; and (viii) as a result of entering into this Agreement and after giving effect to the transactions contemplated by the Agreement, Pledgor is not, and will not be rendered, insolvent.

(g) This Agreement creates a legal, valid and enforceable first priority security interest in favor of the Secured Party, for the benefit of the Secured Parties, in the Collateral, as security for the Secured Obligations. The compliance with the perfection requirements result in the perfection of such first priority security interests. Such security interests are, or in the case of Collateral in which Secured Party obtains rights after the date hereof, will be, perfected, first priority security interests. Such perfection requirements and all other action necessary or desirable to perfect and protect the first priority have been duly make or taken, except for (i) the Secured Party's having possession of all instruments constituting Collateral after the date hereof and (ii) the Secured Party's having control of the Pledged Account and all investment property constituting Collateral after the date hereof.

SECTION 6. Covenants as to the Collateral. So long as any of the Secured Obligations (whether or not due) shall remain unpaid or may become due, unless the Secured Party shall otherwise consent in writing:

(a) Further Assurances. Pledgor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Secured Party may request in order (i) to perfect and protect, or maintain the perfection of, the first priority security interest and Lien purported to be created hereby; and (ii) to enable the Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral.

(b) Taxes, Etc. Pledgor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon, and all claims against, the Collateral.

(c) Provisions Concerning the Collateral. Pledgor will:

(i) promptly deliver to the Secured Party a copy of each notice or other communication received by it in respect of the Collateral, and promptly advise the Secured Party of any event or circumstance that can reasonably be expected to have a material adverse effect on the Collateral;

(ii) at the Pledgor's expense, defend the Secured Party's right, title and security interest in and to the Collateral against the claims of any Person;

(iii) not make or consent to any amendment or other modification or waiver with respect to any Collateral or enter into any agreement or permit to exist any restriction with respect to any Collateral; and

(iv) not close or permit the Pledged Account to be closed, and not cause or allow any modification, alteration or cancellation of the terms or agreements controlling the Pledged Account to occur without the prior written consent of the Secured Party.

(d) Transfers and Other Liens.

(i) Pledgor will not sell, assign (by operation of law or otherwise), lease, license, exchange or otherwise transfer or dispose of any of the Collateral.

(ii) Pledgor will not create, suffer to exist or grant any Lien upon or with respect to any Collateral, other than with respect to the Secured Party.

(e) Pledged Account. At Secured Party's request, Pledgor shall cause the bank and other financial institution with the Pledged Account to execute and deliver to the Secured Party (or its designee) a control agreement, in form and substance satisfactory to the Secured Party, duly executed by Pledgor and such bank or financial institution, or enter into other arrangements in form and substance satisfactory to the Secured Party, pursuant to which such institution shall irrevocably agree, among other things, that (i) it will comply at any time with the instructions originated by the Secured Party (or its designee) to such bank or financial institution directing the disposition of cash, securities, and other items from time to time credited to the Pledged Account, without further consent of Pledgor, which instructions the Secured Party (or its designee) will not give to such bank or other financial institution in the absence of a continuing Event of Default, (ii) all cash, securities, and other items of Pledgor deposited with such institution shall be subject to a perfected, first priority security interest in favor of the Secured Party (or its designee), (iii) any right of set off, banker's Lien or other similar Lien, security interest or encumbrance shall be fully waived as against the Secured Party (or its designee), and (iv) upon receipt of written notice from the Secured Party during the continuance of an Event of Default, such bank or financial institution shall immediately send to the Secured Party (or its designee) by wire transfer (to such account as the Secured Party (or its designee) shall specify, or in such other manner as the Secured Party (or its designee) shall direct) all such cash, securities, Investment Property and other items held by it.

(f) Control. Pledgor hereby agrees to take any or all action that may be necessary or desirable or that the Secured Party may request in order for the Secured Party to obtain control in accordance with the UCC with respect to the Collateral. Pledgor hereby acknowledges and agrees that any agent or designee of the Secured Party shall be deemed to be a "secured party" with respect to the Collateral under the control of such agent or designee for all purposes.

(g) Records; Inspection and Reporting. Pledgor shall keep adequate records concerning the Collateral. Pledgor shall permit Secured Party, or any assignees, agents or representatives thereof or such professionals or other Persons as any agent may designate (i) to examine and make copies of and abstracts from Pledgor's books and records with respect to the Collateral, and (ii) to verify the Pledged Account and other Collateral of Pledgor from time to time.

SECTION 7. Additional Provisions Concerning the Collateral.

(a) To the maximum extent permitted by applicable law, and for the purpose of taking any action that the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, Pledgor hereby (i) authorizes the Secured Party to execute any such agreements, instruments or other documents in Secured Party's name and to file such agreements, instruments or other documents in Pledgor's name and in any appropriate filing office, (ii) subject to Section 12 of this Agreement, authorizes the Secured Party at any time and

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from time to time to file, one or more financing or continuation statements and amendments thereto, relating to the Collateral (including, without limitation, any such financing statements that (A) describe or identify the Collateral by type or in any other manner as the Secured Party may determine, regardless of whether any particular asset of Pledgor falls within the scope of Article 9 of the UCC and (B) contain any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment; and (iii) ratifies such authorization to the extent that the Secured Party has filed any such financing statements, continuation statements, or amendments thereto, prior to the date hereof. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) Pledgor hereby irrevocably appoints the Secured Party as its attorney-in-fact and proxy, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument that the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of the Secured Party under Section 6 hereof and Section 7(a) hereof), including, without limitation, (i) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral, (ii) to receive, endorse, and collect any drafts or other instruments, and documents in connection with clause (i) above, (iii) to receive, endorse and collect all instruments made payable to Pledgor representing any dividend, interest payment or other distribution in respect of any Collateral and to give full discharge for the same, (iv) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of the Secured Party and the Pledgor with respect to any Collateral, (v) to execute assignments and other documents to enforce the rights of the Secured Party with respect to any Collateral, (vi) to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Secured Party in its sole discretion, and such payments made by the Secured Party to become obligations of Pledgor to the Secured Party, due and payable immediately without demand, and (vii) to sign and endorse any documents relating to the Collateral. This power is coupled with an interest and is irrevocable until the date on which all of the Secured Obligations have been indefeasibly paid in full.

(c) If Pledgor fails to perform any agreement or obligation contained herein, the Secured Party may itself perform, or cause performance of, such agreement or obligation, in the name of Pledgor or the Secured, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Secured Party pursuant to Section 9 hereof and shall be secured by the Collateral.

(d) The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Other than the exercise of reasonable care to assure the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral and shall be relieved of all

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responsibility for any Collateral in its possession upon surrendering it or tendering surrender of it to Pledgor (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct). The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, it being understood that the Secured Party shall not have responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters. The Secured Party shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Secured Party in good faith.

(e) The Secured Party may at any time in its discretion (i) without notice to Pledgor, transfer or register in the name of the Secured Party or any of its nominees any or all of the Collateral, subject only to the revocable rights of Pledgor under Section 7(a) hereof, and (ii) exchange certificates or Instruments constituting Collateral for certificates or Instruments of smaller or larger denominations.

SECTION 8. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Secured Party may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral), and also may (i) take absolute control of the Collateral, including, without limitation, transfer into the Secured Party's name or into the name of its nominee or nominees (to the extent the Secured Party has not theretofore done so) and thereafter receive, for the benefit of the Secured Party, all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof, (ii) require Pledgor to, and Pledgor hereby agrees that it will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place or places to be designated by the Secured Party that is reasonably convenient to both parties, and (iii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, dispose of the Collateral or any part thereof upon such terms as the Secured Party may deem commercially reasonable.

(b) In the event that the Secured Party determines to exercise its right to sell all or any part of the Collateral pursuant to Section 8(a) hereof, Pledgor will, at Pledgor's expense and upon request by the Secured Party, do or cause to be done all such other acts and things as may be necessary to make such sale of such Collateral valid and binding and in compliance with applicable law. Pledgor acknowledges the impossibility of ascertaining the amount of damages which would be suffered by the Secured Party by reason of the failure by Pledgor to perform any of the covenants contained in this Section 8(b) and, consequently, agrees that, if Pledgor fails to perform any of such covenants, it shall pay, as liquidated damages and not as a penalty, an amount equal to the value of the Collateral on the date the Secured Party demands

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compliance with this Section 8(b).

(c) Any cash held by the Secured Party (or its agent or designee) as Collateral and all Cash Proceeds received by the Secured Party (or its agent or designee) in respect of any sale of or collection from, or other realization upon, all or any part of the Collateral may, in the discretion of the Secured Party, be held by the Secured Party (or its agent or designee) as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Secured Party pursuant to Section 8 hereof) in whole or in part by the Secured Party against, all or any part of the Secured Obligations in such order as the Secured Party shall elect.

(d) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which the Secured Party is legally entitled, the Pledgor shall be liable for the deficiency, together with interest.

(e) Pledgor hereby acknowledges that if the Secured Party complies with any applicable requirements of law in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(f) Pledgor irrevocably and unconditionally:

(i) consents to the appointment of pre-judgment and/or post-judgment receiver with all of the same powers that would otherwise be available to the Secured Party, including, but not limited to the power to (A) hold, manage, control or dispose of the Collateral wherever located, and (B) take any action with respect to the Collateral to the maximum extent permitted by law;

(ii) consents that any such receiver can be appointed without a hearing or prior notice to the Pledgor;

(iii) agrees not to oppose or otherwise interfere (directly or indirectly) with any effort Secured Party seek the appointment of a receiver;

(iv) waives any right to demand that a bond be posted in connection with the appointment of any such receiver; and

(v) waives any right to appeal the entry of an order authorizing the appointment of a receiver.

SECTION 9. Indemnity and Expenses.

(a) Pledgor will defend, protect, indemnify and hold harmless Secured Party (the "Indemnitee") and each other Indemnitee party from and against any and all claims, losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, costs, expenses and disbursements) incurred by such Indemnitee to the extent that they arise out of or otherwise result from or relate to or are in connection with this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting solely and directly from Indemnitee's gross negligence

or willful misconduct, as determined by a final judgment of a court of competent jurisdiction.

(b) Pledgor will pay to the Secured Party upon demand the amount of any and all costs and expenses, including the reasonable fees, costs, expenses and disbursements of counsel for the agents and of any experts and agents (including, without limitation, any collateral trustee which may act as agent of the Secured Party), which the Secured Party may incur in connection with (i) the preparation, negotiation, execution, delivery, recordation, administration, amendment, waiver or other modification or termination of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder, or (iv) the failure by Secured Party to perform or observe any of the provisions hereof.

(a) Notices, Etc. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

- (i) If to the Pledgor: (As Shown on File).
- (ii) if to the Secured Party, to it at:
433 North Camden Drive, Suite 725
Beverly Hills, CA 90210
Attention of Legal Dep.

With Copy To:
Withers Bergman LLP
1925 Century Park East, Suite 400
Los Angeles, CA 90067
Attention: Charles Kolstad

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

SECTION 10. Security Interest Absolute; Joint and Several Obligations.

(a) All rights of the Secured Party, all Liens and all obligations of the Pledgor hereunder shall be absolute and unconditional irrespective of (i) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, (ii) any exchange or release of, or non-perfection of any Lien on any Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations, or (iii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any of the Secured Party in respect of the Secured Obligations. All authorizations and agencies contained herein with respect to any of the Collateral are irrevocable and powers coupled with an interest.

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(b) Pledgor hereby waives (i) promptness and diligence, (ii) notice of acceptance and notice of the inurrence of any obligation by the Pledgor, (iii) all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of the obligations, the omission of or delay in which, but for the provisions of this subsection (b), might constitute grounds for relieving Secured Party of Secured Party's obligations hereunder and (iv) any requirement that Secured Party protect, secure, perfect or insure any security interest or other lien on any property subject thereto or exhaust any right or take any action against Secured Party or any other Person or any collateral.

SECTION 11. Miscellaneous.

(a) No amendment of any provision of this Agreement (including any Schedule attached hereto) shall be effective unless it is in writing and signed by Secured Party and the Pledgor, and no waiver of any provision of this Agreement, and no consent to any departure by Pledgor therefrom, shall be effective unless it is in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Party provided herein are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.

(c) This Agreement shall create a continuing first priority security interest in the Collateral and shall (i) remain in full force and effect, subject to paragraph (e) below, until the date on which all of the Secured Obligations have been indefeasibly paid in full in cash and (ii) be binding on Pledgor in accordance with Section 9-203(d) of the UCC, and shall inure, together with all rights and remedies of the Pledgor hereunder, to the benefit of the Pledgor and its respective successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, the Secured Party may assign or otherwise transfer its rights and obligations under this Agreement to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Secured Party herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to Secured Party mean the assignee of Secured Party. None of the rights or obligations of Pledgor hereunder may be assigned or otherwise transferred without the prior written consent of the Secured Party, and any such assignment or transfer shall be null and void.

(d) Upon the date on which all of the Secured Obligations have been indefeasibly paid, (i) subject to paragraph (e) below, this Agreement and the first priority security interests shall terminate and all rights to the Collateral shall revert to the Pledgor and (ii) the Secured Party will, upon the Pledgor's request and at the Pledgor's expense, without any representation, warranty or recourse whatsoever, (A) return to the Pledgor (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct) such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to the Secured Party such documents as the Secured Party shall reasonably request to evidence such termination.

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(e) This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Pledgor for liquidation, should Pledgor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Pledgor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(f) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF CALIFORNIA, EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE FIRST PRIORITY SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF CALIFORNIA.

(g) PLEDGOR HEREBY IRREVOCABLY CONSENTS TO AND WAIVES ANY RIGHT TO OBJECT TO OR OTHERWISE CONTEST THE APPOINTMENT OF A RECEIVER AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT. PLEDGOR (i) GRANTS SUCH WAIVER AND CONSENTS KNOWINGLY AFTER HAVING DISCUSSED THE IMPLICATIONS THEREOF WITH COUNSEL, (ii) ACKNOWLEDGES THAT (A) THE UNCONTESTED RIGHT TO HAVE A RECEIVER APPOINTED FOR THE FOREGOING PURPOSES IS CONSIDERED ESSENTIAL BY THE SECURED PARTIES IN CONNECTION WITH THE ENFORCEMENT OF THEIR RIGHTS AND REMEDIES HEREUNDER AND UNDER THE OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith, AND (B) THE AVAILABILITY OF SUCH APPOINTMENT AS A REMEDY UNDER THE FOREGOING CIRCUMSTANCES WAS A MATERIAL FACTOR IN INDUCING THE SECURED PARTY TO ENTER INTO THE AGREEMENT, AND (iii) AGREES TO ENTER INTO ANY AND ALL STIPULATIONS IN ANY LEGAL ACTIONS, OR AGREEMENTS OR OTHER INSTRUMENTS IN CONNECTION WITH THE FOREGOING AND TO COOPERATE FULLY WITH THE AGENTS OR PLEDGORS IN CONNECTION WITH THE ASSUMPTION AND EXERCISE OF CONTROL BY THE RECEIVER OVER ALL OR ANY PORTION OF THE COLLATERAL.

(h) PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

(i) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

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prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(j) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(k) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

PLEDGOR:

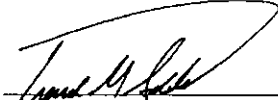
DocuSigned by:
Ian Fleming
DOB: C3501B922462...

Name: Ian Fleming

SECURED PARTY:

NMS SPECIAL OPPORTUNITY FUND, LP

By: **NMS CAPITAL MANAGEMENT GP, LLC,
as General Partner of NMS Special
Opportunity Fund, LP**

By: 

Name: Trevor M. Saliba
Title: Manager

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EXHIBIT A

ISIN NUMBER:	US912810QZ49
CUSIP:	912810QZ49
EUROCLEAR COMMON CODE:	0893744677
INTRUMENT TYPE:	US TREASURY BOND (30-YEAR)
ISSUE DATE:	FEB 15, 2013
MATURITY DATE:	FEB 15, 2043
INTEREST RATE:	3.125 PER ANNUM (FIXED)
TOTAL PLEDGED AMOUNT:	US\$ 42 000 000 000
BENEFICIAL REGISTERED OWNER:	IAN FLEMING

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