

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

17-7583463175

05/02/2017 16:14

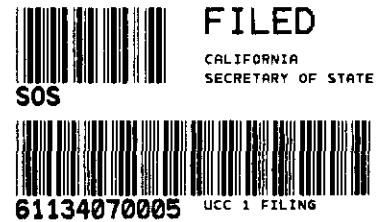
A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

ST Fulfillment

555 Capitol Mall, Suite 1000
 Sacramento, CA 95814
 58729592/1
 Account 60574850



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S SURNAME Fleming	FIRST PERSONAL NAME Ian	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--	-----------------------------------	-------------------------------	--------

1c. MAILING ADDRESS 114-39 158 Street	CITY Rochdale Village	STATE NY	POSTAL CODE 11434	COUNTRY USA
---	---------------------------------	--------------------	-----------------------------	-----------------------

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
NMS Special Opportunity Fund LP

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

3c. MAILING ADDRESS 433 North Camden Drive, 4th Floor	CITY Beverly Hills	STATE CA	POSTAL CODE 90210	COUNTRY USA
---	------------------------------	--------------------	-----------------------------	-----------------------

4. COLLATERAL: This financing statement covers the following collateral:

The Grantor has irrevocably pledged and assigned all of their rights to the principal corpus of the United States Treasury registered under ISIN# US912810QZ49 and CUSIP # 912810QZ4 to the Beneficiary as described in the executed Collateral Pledge Agreement (attached hereto) between the parties dated April 20, 2017. The amount of the pledge and assignment is for the full amount as shown on Schedule A of the Collateral Pledge Agreement.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

COLLATERAL PLEDGE AGREEMENT

THIS COLLATERAL PLEDGE AGREEMENT (this "**Agreement**") made this 20th day of April, 2017 (the "**Effective Date**"), by and between IAN E. FLEMING, an individual ("**Grantor**"), and NMS SPECIAL OPPORTUNITY FUND, LP, a Delaware limited partnership ("**Beneficiary**").

RECITALS

WHEREAS, Grantor, as beneficial owner, is located at 114-39 158 Street, Rochdale, Village, New York 11434; and

WHEREAS, Beneficiary, with full beneficiary powers, is located at 433 North Camden Drive, 4th Floor, Beverly Hills, California 90210; and

WHEREAS, on or about April 12, 2017, the parties to this Agreement entered into that certain Memorandum of Understanding, dated April 12, 2017 (the "**MOU**"), pursuant to which Grantor and Beneficiary, in addition to certain other affiliated entities, agreed to an investment transaction structure whereby the Collateral would be pledged, assigned and transferred by Grantor to Beneficiary and, subsequently pledged to one (1) or more financial institutions, exclusively for the purposes of Beneficiary obtaining a loan or credit facility, the proceeds of which to be used solely for investment purposes as unanimously agreed in writing by and between Grantor, Beneficiary and the other parties to the MOU and as set forth in a shareholders agreement in respect of the Beneficiary (the "**Limited Partnership Agreement**") and an investment management agreement (the "**Investment Management Agreement**") to be entered into between Beneficiary and NMS Capital Management GP, LLC, a Delaware limited liability company, as well as pursuant to such other additional legal documentation to be prepared and agreed upon among the appropriate parties, including the Lender (as defined below); and

WHEREAS, in consideration of the terms and conditions contained in the MOU, and solely in furtherance of the purposes stated in the MOU (and, to a lesser extent, herein), Grantor desires to assign, transfer and convey to Beneficiary in trust, with power of sale, the following described personal property of Grantor, described as a secured interest in and to the principal amount of the UST, for further pledge to be used as collateral to the Lender (as defined below) in connection with the Loan (as defined below); and

WHEREAS, this Agreement is for the purpose of assigning, transferring and pledging all of Grantor's rights in and to certain United States Treasuries ("**UST**") as shown on Schedule A to Beneficiary, and subsequently used as collateral to the Lender, as mutually agreed by Grantor and Beneficiary, to be used by Beneficiary, together with Grantor, to obtain and secure a credit facility or multiple credit facilities (collectively, referred to as the "**Loan**") from one (1) or more banking institutions as mutually agreed in writing by Grantor and Beneficiary (collectively, the "**Lender**") and to serve as collateral for all sums borrowed pursuant to the Loan, and also such further sums as may be advanced or loaned by Lender to Beneficiary, or any other successors or assigns, together with interest thereon at such rate as shall be agreed upon; and

WHEREAS, pursuant to this Agreement and such other legal documentation to be entered into between the parties hereto and/or required by the Lender extending the Loan (collectively, the "**Loan Agreement**"), Grantor and Beneficiary (collectively, the "**Assignors**") have agreed to and will in the future to the Lender for the benefit of Lender, as security for the Loan, the liens and security interests granted in favor of Assignors to secure the Assignors' obligations under the Loan Agreement pursuant to such legal documentation required by the Lender, Grantor and Beneficiary, in order to secure the payment and satisfaction of the Loan.

AGREEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the covenants and commitments of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has ASSIGNED, PLEDGED, SOLD, TRANSFERRED, CONVEYED, ENDORSED and DELIVERED, and by these presents does hereby ASSIGN, PLEDGE, SELL, TRANSFER, CONVEY, ENDORSE and DELIVER unto Beneficiary, and GRANT a SECURITY INTEREST in favor of Beneficiary, and for further assignment and pledge by Beneficiary to the Lender, as mutually agreed by the Grantor and Beneficiary, in order to induce the Lender to extend credit and/or continue to extend credit to Beneficiary for the benefit of the Beneficiary, in the Collateral. The Collateral shall be held as collateral to secure all indebtedness, including all costs and expenses, owed by Beneficiary and Grantor to the Lender under or in connection with the Loan (hereinafter collectively referred to as the "**Debt**").

AND IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. Grantor hereby warrants and represents to Beneficiary that there exists no offset or defense to the Collateral assigned to Beneficiary as collateral security.

2. Upon, or at any time after Beneficiary is in default in respect of its obligations under the Loan Agreement regulating the Debt, Beneficiary shall have the right, without in any way waiving such default, with no less than thirty (30) days prior written notice to the undersigned Grantor, and without regard to the adequacy of any other security for the payment of the Debt, to notify the person or persons obligated for making payment on the UST herein assigned to Beneficiary to make payment directly to the Lender. The undersigned Grantor hereby authorizes and directs the said person or persons so obligated to pay all monies then due in respect of such default in connection with the sale or liquidation of the UST hereby assigned upon receipt by such person or persons of written notice from Beneficiary, provided such person or persons provides Grantor with at least fifteen (15) days prior written notice of such person or persons' intention to pay any monies in connection with the sale or liquidation of the UST hereunder.

3. In the event of default in the Debt, including but not limited to default by the undersigned Grantor and/or Beneficiary under the terms of that certain Loan Agreement, Beneficiary shall, in addition, have full power and authority (but shall not be obligated), with no less than thirty (30) days prior written notice to the undersigned Grantor, to sell, assign, transfer and deliver the Collateral at public or private sale at such price or prices and upon such terms and conditions as Beneficiary in its sole and absolute discretion may deem advisable without demand or advertisement of any kind both of which are hereby expressly waived to the fullest extent permitted by law, and to apply the proceeds after deducting all costs of sale (including brokerage and attorneys' fees and disbursements) in payment or reduction of the amount due under the Loan and/or to notify the person or persons obligated to make payment on account of the Collateral to make all such payments directly to the Lender. If Beneficiary shall elect to sell and transfer as hereinabove provided then at any such sale, Beneficiary may purchase the Collateral free from any right of retention in favor of the undersigned Grantor which right of retention is hereby expressly waived, and may apply the amount due hereon on account of or in full satisfaction of the Debt.

4. Beneficiary reserves the right, in its sole and absolute discretion, with no less than thirty (30) days prior written notice to the undersigned Grantor, to take any action with respect to the Collateral which it may deem appropriate to repay the Loan, including but not limited to sale or liquidation of same for the purposes of satisfying the Debt under the Loan.

5. Beneficiary, by the acceptance of the assignment as hereinabove provided, does not assume any of the obligations or liabilities imposed on the undersigned Grantor by the Collateral, except those obligations or liabilities set forth in the Shareholders Agreement of Harlech Capital Limited, to which Grantor and Beneficiary are both direct or indirect parties.

6. Anything contained in this Agreement or in any other instrument executed and delivered by the undersigned Grantor in favor of Beneficiary to the contrary notwithstanding, it is expressly understood and agreed that the remedies provided for herein in favor of Beneficiary, and ultimately the Lender, by reason of default on the part of the undersigned Grantor and/or Beneficiary shall be separate and distinct and in addition to any other remedies afforded to the Lender and/or Beneficiary, as applicable, under any other instrument and that the election of any one remedy shall in no way preclude the exercise of any other remedy available to the Lender and / or Beneficiary, as applicable, either by the terms of this Agreement or by the terms of any other such instrument, or as afforded by law; any such intention to limit or otherwise restrict the remedy or remedies of Lender and / or Beneficiary, as applicable, in the event of a default being hereby expressly disclaimed by the undersigned Grantor and Beneficiary, as applicable, to the fullest extent permitted by law.

7. Upon irrevocable payment in full of the entire amount of the Debt evidenced by the Loan Agreement and provided that no default shall then exist on the part of the undersigned Grantor and/or Beneficiary, the assignment of the Collateral shall become null and void and shall be of no force or effect, and at the sole cost and expense and at the request of Beneficiary, Beneficiary shall execute and deliver to the undersigned Grantor a reassignment, without recourse, of the Collateral (and shall deliver to the undersigned Grantor the original documentation herewith delivered by the undersigned Grantor to Beneficiary).

8. In the event the UST is liquidated to satisfy the Debt evidenced by the Loan and the proceeds of such liquidation exceed the aggregate amount of the Debt and other amounts due to Lender, such surplus funds will be returned to the Grantor free and clear of encumbrances.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

61134070005

[SIGNATURE PAGE TO COLLATERAL PLEDGE AGREEMENT]

9. This Agreement shall be deemed to be an agreement entered into in and shall in all respects be governed by and construed in accordance with the laws of New York.

This Agreement shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of the successors and assigns of Beneficiary, or its designated assigns, including the Lender, as may be the case.

For: NMS CAPITAL MANAGEMENT GP, LLC

By: [Signature]

Dated: April 25 2017

Its: MANAGING MEMBER

For: NMS SPECIAL OPPORTUNITY FUND, LP

By: [Signature]

Dated: April 25 2017

Its: GENERAL PARTNER

For: IAN E. FLEMING

By: _____

Dated: _____

SIGNED IN THE PRESENCE OF:

(Acknowledgments)

61134070005

[SIGNATURE PAGE TO COLLATERAL PLEDGE AGREEMENT]

9. This Agreement shall be deemed to be an agreement entered into in and shall in all respects be governed by and construed in accordance with the laws of New York.

This Agreement shall be binding upon the successors and assigns of the undersigned and shall inure to the benefit of the successors and assigns of Beneficiary, or its designated assigns, including the Lender, as may be the case.

For: **NMS CAPITAL MANAGEMENT GP, LLC**

By: _____

Dated: _____

Its: _____

For: **NMS SPECIAL OPPORTUNITY FUND, LP**

By: _____

Dated: _____

Its: _____

For: **IAN FLEMING**

By: *Ian Fleming*

Dated: APRIL 21, 2017

SIGNED IN THE PRESENCE OF:

Scott Rappogel

(Acknowledgments)

SCOTT RAPFOGEL
Notary Public, State of New York
No. 02RA0094588
Qualified in New York County
Commission Expires June 23, 2019

IF - APRIL 21, 2017

61134070005

SCHEDULE A

61134070005

FEDERAL RESERVE GREY-SCREEN

ISIN NUMBER: US912810QZ49

CUSIP: 912810QZ4

EUROCLEAR COMMON CODE:089374677

INSTRUMENT TYPE: US TREASURY BOND (30-YEAR)

ISSUING DATE: FEBRUARY 15,2013

MATURITY DATE: FEBRUARY 15,2043

INTEREST RATE: 3.125% PER ANNUM (FIXED)

TOTAL ISSUED AMOUNT: US\$42 000 000 000

BENEFICIAL REGISTERED OWNER: IAN FLEMING

61134070005

10/25/2017 10:04:10 AM 7,000 100.00
 10/25/2017 10:04:10 AM 100.00 100.00
T3 02/15/43 GXC Page 1/11 Description: Bond
 Settings

2) Bond Description

Issue Information	Identifiers
Issue Name: US Gov 10Y 10Y	912410000
Issue Symbol: 10Y 10Y	912410000
Security Information	US 10Y 10Y 10
Face Value: 100.00	100.000
Par Value: 100.00	100.000
Yield: 10.00%	10.000
Duration: 10.00	10.000
Term: 10.00	10.000
Issue Date: 10/25/2017	10/25/2017
Issue Type: 10Y 10Y	10Y 10Y
Issue Status: 10Y 10Y	10Y 10Y
Issue Category: 10Y 10Y	10Y 10Y
Issue Sub-Category: 10Y 10Y	10Y 10Y
Issue Description: 10Y 10Y	10Y 10Y
Issue Issuer: 10Y 10Y	10Y 10Y
Issue Guarantor: 10Y 10Y	10Y 10Y
Issue Rating: 10Y 10Y	10Y 10Y
Issue Maturity: 10Y 10Y	10Y 10Y
Issue Coupon: 10Y 10Y	10Y 10Y
Issue Frequency: 10Y 10Y	10Y 10Y
Issue Day Count: 10Y 10Y	10Y 10Y
Issue Settlement: 10Y 10Y	10Y 10Y
Issue Redemption: 10Y 10Y	10Y 10Y
Issue Amortization: 10Y 10Y	10Y 10Y
Issue Conversion: 10Y 10Y	10Y 10Y
Issue Callable: 10Y 10Y	10Y 10Y
Issue Puttable: 10Y 10Y	10Y 10Y
Issue Convertible: 10Y 10Y	10Y 10Y
Issue Warrant: 10Y 10Y	10Y 10Y
Issue Other: 10Y 10Y	10Y 10Y

61134070005