

MR01
Particulars of a charge



Companies House

100290/13

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

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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

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



L3Z0M116

LD4

13/01/2015

#88

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 7 8 5 2 6 8 7

Company name in full ☒ Orange Money Ltd

3 ☐ ☐ ☐ For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ☒ 0 8 0 9 2 0 1 5

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

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

Name ☒ EDF Sky EuroCore Sarl

Name

Name

Name

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

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

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4

Brief description

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

Brief description

None

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

Please limit the description to the available space

5

Other charge or fixed security

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

- ✓ ☒ Yes
☐ No

6

Floating charge

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

- ✓ ☒ Yes Continue
☐ No Go to Section 7

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

- ☒ Yes

7

Negative Pledge

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

- ☒ Yes
☐ No

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Dakota R Hington LLP* X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Nathan Parker

Company name Debevoise & Plimpton LLP

Address 65 Gresham Street

Post town London

County/Region London

Postcode E C 2 V 7 N Q

Country United Kingdom

DX

Telephone 02077869000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7852687

Charge code: 0785 2687 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th January 2015 and created by ORANGE MONEY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th January 2015.

P

Given at Companies House, Cardiff on 19th January 2015



Companies House



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

SECURITY AGREEMENT

Dated 8 January 2015

ORANGE MONEY LIMITED
as Chargor

EDF SKY EUROCORE S À R.L.
as Lender

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

Debevoise & Plimpton LLP

DATE: 13/1/15

Debevoise & Plimpton LLP

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THIS SECURITY AGREEMENT is made on 8 January 2015

BETWEEN

- (1) **ORANGE MONEY LIMITED**, a limited liability company incorporated under the laws of England with registered company number 07852687 and its registered address at 145-147 St John Street, London, EC1V 4PW (the "Chargor"), and
- (2) **EDF SKY EUROCORE S.À R.L.** with registered address at 26a Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg (RCS Luxembourg B186885) (the "Lender")

WHEREAS

- (A) The Chargor is required to enter into this Security Agreement as a condition of the Finance Documents.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. Interpretation

1.1 Definitions

In this Security Agreement, unless the context otherwise requires, (a) words and expressions defined in the Facility Agreement shall have the same meanings when used herein; and (b) the following words and expressions shall have the meanings given to them in this Clause 1

"2013 EU Guarantee" means the guarantee agreement dated 7 October 2013 between EIF as guarantor and the Chargor as intermediary.

"2014 EU Guarantee" means the guarantee agreement dated 15 December 2014 between EIF as guarantor and the Chargor as intermediary

"Account" means the interest-bearing account held in England by the Company with SVB Bank of 41 Lothbury Street, London, EC2R 7HF and having the following account details

- (a) Sort Code: 621000,
- (b) Account number 20115636;
- (c) Swift: SVBKGB2L, and
- (d) IBAN: GB44SVBK62100020115636,

and all Related Rights

"Account Bank" means any bank, building society, financial institution or other person with whom the Account is maintained by the Chargor

"Assigned Agreements" means each Funded Customer Loan, each other Customer Loan (other than Excluded Customer Loans) and each agreement constituting Customer Loan Collateral in respect of the foregoing and any other agreement designated as an Assigned Agreement by the Chargor and the Lender and (in each case) all Related Rights

"Customer Loans" means loans made by the Chargor (as lender) to its customers (as borrower)

"Customer Loan Collateral" means any guarantee or Security granted to the Chargor with respect to the obligations of a customer of the Chargor under a Customer Loan

"Customer Loan Monetary Claims" means any book and other debts and monetary claims owing to the Chargor in respect of any Funded Customer Loan and all Related Rights

"Discharge Date" means the first date on which all Liabilities have been fully and finally discharged to the satisfaction of the Lender, whether or not as the result of an enforcement, and the Lender is under no further obligation to provide financial accommodation to the Chargor under the Finance Documents

"EIF" means the European Investment Fund, having its address at 37B avenue J F. Kennedy, L-2968 Luxembourg, Grand Duchy of Luxembourg.

"Enforcement Event" means the occurrence of an Event of Default (under and as defined in the Facility Agreement) in respect of which a notice has been delivered pursuant to Clause 21 20 (*Acceleration*) of the Facility Agreement.

"Excluded Customer Loans" means the Customer Loans that are subject to Security pursuant to the Shareholder Debentures being, at the date of this Agreement, the Customer Loans set out in Schedule 4 (*Excluded Customer Loans*).

"Facility" means the term loan facility made available under this Agreement as described in Clause 2 1 (*The Facility*) of the Facility Agreement.

"Facility Agreement" means the £5,000,000 facility agreement dated on or about the date of this Security Agreement between the Chargor as borrower and the Lender as lender

"Finance Documents" has the meaning given to it in the Facility Agreement

"Funded Customer Loan" means Customer Loans funded in whole or in part with amounts utilised by the Chargor under the Facility Agreement.

"Group Shares" means the shares in any member of the Group owned legally or beneficially by the Chargor or held by the Lender or any nominee on its behalf (including the shares identified in respect of the Chargor in Part B of Schedule 1 (*Security Assets*) (if any)) and all Related Rights

"Insurance Policy" means any contract or policy of insurance of any kind (other than in relation to third party liabilities or similar claims) in which the Chargor has an interest from time to time and all Related Rights.

"Intellectual Property" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)

"Investments" means any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares), and all Related Rights

"Land Registry" means H M Land Registry

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group or the Founders to the Lender under the Finance Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by the Lender of payment, prepayment, repayment, redemption, defeasance or discharge of any liabilities in respect of the Finance Documents on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor (other than in respect of any Account or Customer Loan Monetary Claim) and all Related Rights.

"Real Property" means.

- (a) any freehold, leasehold, licence or other interest in any immovable property (including the property identified in respect of the Chargor in Part A of Schedule 1 (*Security Assets*) (if any)) and all Related Rights, and
- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights

"Receiver" means a receiver and manager or other receiver appointed under this Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver

"Related Rights" means, in relation to any asset:

- (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset,
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset;
- (c) the proceeds of sale of all or any part of that asset; and
- (d) any other moneys paid or payable in respect of that asset

"Secured Obligations" means any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any member of the Group or the Founders to the Lender in any currency under the Finance Documents

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Assets" means all the assets and undertaking of the Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to this Security Agreement

"Shareholder Debentures" has the meaning it is given in the Facility Agreement

"Specified Intellectual Property" means the Intellectual Property identified in Part D of Schedule 1 (*Security Assets*) (if any) and any other Intellectual Property notified to the Lender pursuant to Clause 13 2(a) (*Other undertakings*) and (in each case) all Related Rights

"Transaction Security" means the Security created or expressed to be created in favour of the Lender pursuant to the Transaction Security Documents

1.2 Construction

- (a) The provisions of Clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Security Agreement as if set out in full with references to "this Agreement" being treated as references to this Security Agreement
- (b) A reference in this Security Agreement to any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment includes
 - (i) all dividends, interest, coupons and other distributions paid or payable,
 - (ii) all stocks, shares, securities, rights, moneys, allotments, benefits and other assets accruing or offered at any time by way of redemption, substitution, conversion, exchange, bonus or preference, under option rights or otherwise; and
 - (iii) any rights against any clearance system and any right under any custodian or other agreement,in relation to that stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund or other investment
- (c) The terms of the other Finance Documents and of any side letters relating to the Finance Documents are incorporated in this Security Agreement to the extent required for any contract for the purported disposition of any Security Assets contained in this Security Agreement to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (d) The fact that the details of any assets in the Schedules are incorrect or incomplete shall not affect the validity or enforceability of this Security Agreement in respect of the assets of the Chargor

1.3 Third parties

- (a) Except as otherwise expressly provided in Clause 16.2(a) (*Protection of third parties*), Clause 24 (*Expenses and Indemnities*) or elsewhere in this Security Agreement, the terms of this Security Agreement may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded
- (b) Notwithstanding any term of this Security Agreement, no consent of a third party is required for any termination or amendment of this Security Agreement

2. Covenant to Pay

- (a) The Chargor, as primary obligor and not merely as surety, covenants with the Lender that it will pay or discharge promptly on demand all of the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the relevant Finance Document

- (b) The Chargor acknowledges to the Lender that the amount secured by this Security Agreement and in respect of which this Security Agreement and the Security hereby created is enforceable is the full amount of the Secured Obligations

3. Creation of Security

3.1 Legal mortgages

The Chargor charges and agrees to charge in favour of the Lender by way of first legal mortgage the Group Shares.

3.2 Fixed charges

The Chargor charges and agrees to charge in favour of the Lender by way of first fixed charge all its rights, title and interest from time to time in and to

- (a) the Account,
- (b) to the extent not effectively assigned under Clause 3.3 (*Assignments*), the Assigned Agreements; and
- (c) the Customer Loan Monetary Claims

3.3 Assignments

The Chargor assigns and agrees to assign by way of security, absolutely and unconditionally, to the Lender all its rights, title and interest from time to time in and to each Assigned Agreement

3.4 Floating charge

- (a) The Chargor charges in favour of the Lender by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located
- (b) The floating charge created by the Chargor pursuant to paragraph (a) of this Clause 3.4 shall be deferred in point of priority to all other Transaction Security and, to the extent such floating charge is in respect of Excluded Customer Loans, the Shareholder Debentures.
- (c) The floating charge created by the Chargor pursuant to paragraph (a) of this Clause 3.4 shall not apply to the 2013 EU Guarantee or the 2014 EU Guarantee to the extent the consent of the EIF is required to the creation of the floating charge in respect of such guarantee and that consent has not been obtained.
- (d) The floating charge created by the Chargor pursuant to paragraph (a) of this Clause 3.4 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Security Agreement

3.5 2014 EU Guarantee

The Lender acknowledges and agrees that the Security granted under this Security Agreement with respect to any Customer Loan that is a Final Recipient Transaction under and as defined in the 2014 EU Guarantee is subject to the rights of EIF as guarantor under the 2014 EU Guarantee to take the direct or indirect benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargor under such Final Recipient Transaction (or of any other guarantee or security taken pursuant to, or in connection with, such Final Recipient Transaction) for the recovery of amounts paid following a Guarantee Call (as defined in the 2014 EU Guarantee) in respect of such Final Recipient Transaction

4. Conversion of Floating Charge

4.1 Conversion by notice

The Lender may by notice in writing to the Chargor convert the floating charge created by the Chargor under Clause 3.4(a) (*Floating charge*) with immediate effect into a fixed charge as regards all or any of the Chargor's assets, rights and property specified in the notice if:

- (a) an Enforcement Event has occurred, or
- (b) the Lender considers any Security Asset subject to such floating charge to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or
- (c) the Lender considers that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Transaction Security

4.2 Automatic conversion

The floating charge created under Clause 3.4(a) (*Floating charge*) shall automatically and immediately be converted into a fixed charge over all of the Chargor's assets, rights and property not already subject to an effective fixed charge

- (a) if the Chargor takes any step to create any Security in breach of Clause 7 (*Restriction on dealings*) or the Facility Agreement over any of the Security Assets subject to such floating charge; or
- (b) if any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Security Assets subject to such floating charge, or
- (c) on the taking of any corporate action, legal proceeding or other procedure referred to in Clause 21.6 (*Insolvency proceedings*) of the Facility Agreement

4.3 Moratorium

The floating charge created under Clause 3.4(a) (*Floating charge*) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000

4.4 Reconversion to floating charge

Any floating charge which has crystallised under Clause 4.1 (*Conversion by notice*) or Clause 4.2 (*Automatic conversion*) may by notice in writing given at any time by the Lender to the Chargor be reconverted into a floating charge under Clause 3.4(a) (*Floating charge*) in relation to the assets, rights and property specified in such notice

5. Release and Reassignment

Upon the irrevocable payment, discharge and performance of all of the Secured Obligations (but subject to Clause 6(e) (*Provisions relating to Transaction Security*)) and provided that no Default shall be continuing at the date of the request, the Lender shall, at the request and cost of the Chargor

- (a) release and re-assign to the Chargor the rights, title and interest in and to the Security Assets, and
- (b) execute such notices and directions to any persons as the Chargor may reasonably require in order to give effect to such release and re-assignment,

in each case, without recourse to or any representation or warranty by the Lender or any other person.

6. Provisions Relating to Transaction Security

- (a) All Transaction Security.
 - (i) is created in favour of the Lender,
 - (ii) is created over the present and future assets of the Chargor, and
 - (iii) is a continuing security for the payment, discharge and performance of all of the Secured Obligations and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate payment or discharge in whole or in part
- (b) The Transaction Security created pursuant to this Security Agreement shall be in addition to and not in substitution for or derogation of any other security (whether given by the Chargor or otherwise) now or from time to time hereafter held by the Lender in respect of or in connection with any or all of the Security Obligations
- (c) If the Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this Security Agreement and such mortgage, assignment or charge breaches a term of an agreement binding on the Chargor in respect of that asset because the consent of a person (other than a member of the Group or a Shareholder) has not been obtained:
 - (i) the Chargor shall notify the Lender immediately; and

- (ii) unless the Lender otherwise requires, the Chargor shall use best endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Lender
- (d) The Transaction Security created pursuant to this Security Agreement by the Chargor is made with full title guarantee under the Law of Property (*Miscellaneous Provisions*) Act 1994 but in each case so that the covenants implied by the Law of Property (*Miscellaneous Provisions*) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of
 - (i) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (*Miscellaneous Provisions*) Act 1994,
 - (ii) the words "except to the extent that" and all the words thereafter in section 3(2) of the Law of Property (*Miscellaneous Provisions*) Act 1994, and
 - (iii) section 6(2) of the Law of Property (*Miscellaneous Provisions*) Act 1994
- (e) If the Lender considers that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then the Transaction Security and the liability of the Chargor under this Security Agreement shall continue and that amount will not be considered to have been irrevocably paid for the purposes of this Security Agreement

7. Restriction on Dealings

The Chargor may not

- (a) create or permit to subsist any Security on any of the Security Assets, or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) assign, charge, transfer or dispose of all or any part of its rights, title and interest in and to the Security Assets,

unless expressly permitted to do so under the Facility Agreement.

8. Representations and Warranties

8.1 Representations and warranties

The Chargor represents and warrants to the Lender as follows.

- (a) As at the date of this Security Agreement, Schedule 1 (*Security Assets*) identifies.

- (i) all of the Real Property falling within paragraph (a) of that definition, Group Shares and the Account in which it has any interest (whether direct or indirect); and
 - (ii) all of the Intellectual Property in which it has any interest that it considers (acting reasonably) is required to conduct its business or any part of it
- (b) Investments
 - (i) The Investments which it purports to mortgage or charge under this Security Agreement are duly authorised, validly issued and fully paid
 - (ii) It has not nominated any person to enjoy or exercise any right relating to the Investments pursuant to Part 9 of the Companies Act 2006 or otherwise.
- (c) Assigned Agreements
 - (i) Its obligations under each Assigned Agreement to which it is a party are valid, legally binding and enforceable in accordance with their terms
 - (ii) There is no prohibition on assignment in any Assigned Agreement to which it is party and the entry into and performance by it of this Security Agreement does not conflict with any term of any Assigned Agreement to which it is party.
- (d) Security Assets
 - (i) It is the sole legal and beneficial owner of, and absolutely entitled to, the assets it purports to mortgage, charge or assign under this Security Agreement (save, where relevant, in respect of the legal ownership of any of its Investments registered in the name of its nominee or in the name of the Lender (or its nominee) pursuant to this Security Agreement)
 - (ii) It has not mortgaged, charged or assigned or otherwise encumbered or disposed of any of the assets it purports to mortgage, charge or assign under this Security Agreement in each case, except as expressly permitted by the Facility Agreement
 - (iii) The assets it purports to mortgage, charge or assign under this Security Agreement are free from any Security or option to purchase or similar right, in each case other than any Security expressly permitted under the Facility Agreement

8.2 Times for making representations and warranties

The representations and warranties set out in Clause 8.1 (*Representations and warranties*)

- (a) are made by the Chargor on the date of this Security Agreement, and
- (b) are deemed to be repeated by the Chargor on each date prior to the Discharge Date on which any of the representations and warranties set out in Clause 18 (*Representations*) of the Facility Agreement are repeated,

in each case by reference to the circumstances existing at that time

9. Real Property

9.1 Documents of title relating to Real Property.

The Chargor shall, on the date of conversion pursuant to Clause 4 (*Conversion of Floating Charge*) of the floating charge constituted under this Security Agreement, and thereafter at the request of the Lender on or after the acquisition by the Chargor of any interest in any Real Property, deposit all deeds and documents of title relating to its Real Property with the Lender (or as it shall direct). The Lender is entitled to hold and retain all such deeds and documents of title until the Discharge Date or, if earlier, until the Real Property to which such deeds or documents of title relate is released from the Transaction Security in accordance with the Finance Documents

9.2 Land Registry

- (a) The Chargor undertakes promptly after conversion pursuant to Clause 4 (*Conversion of Floating Charge*) of the floating charge constituted under this Security Agreement to make or procure that there is made a due application to the Land Registry in respect of any Real Property that is registered land (with the Chargor's consent as proprietor of the relevant registered estate):
 - (i) to enter a restriction in the following terms on the relevant register of title,

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge in the security agreement dated [●] in favour of [●] or its conveyancer", and
 - (ii) to enter an obligation to make further advances on the relevant register of title
- (b) The Chargor certifies to the Land Registry that the Transaction Security does not contravene any of the provisions of the memorandum or articles of association or other constitutive documents of the Chargor

9.3 Acquisitions of Real Property

The Chargor shall immediately notify the Lender of the acquisition of any Real Property and shall

- (a) immediately on request by the Lender and at the cost of the Chargor, execute and deliver to the Lender a legal mortgage of that Real Property in favour of the Lender in any form (consistent with this Security Agreement) as the Lender may require,
- (b) if the title to that Real Property is registered at the Land Registry or required to be so registered, make (as applicable) a due application for registration of the Chargor as proprietor of the Real Property and of the Lender as proprietor of any legal mortgage entered into pursuant to paragraph (a) of this Clause 9.3, and
- (c) in any event take all necessary steps for the noting of the Transaction Security in the relevant register of title at the Land Registry

9.4 Other undertakings

- (a) The Chargor shall:
 - (i) keep its Real Property in good and substantial repair and condition to the satisfaction of the Lender,
 - (ii) perform and observe in all material respects all the covenants, conditions and stipulations (whether as landlord or tenant) in any lease, agreement for lease or other right to occupy in respect of any of its Real Property and shall not do or permit to subsist any act or thing as a result of which any such lease, agreement for lease or other right to occupy may be subject to determination or right of re-entry or forfeiture prior to the expiration of its term,
 - (iii) not at any time without the prior written consent of the Lender sever or remove any of the fixtures forming part of its Real Property or any of the plant and machinery (other than stock in trade or work in progress) on or in its Real Property except for the purpose of any necessary repairs or replacement of it; and
 - (iv) comply with all planning laws and regulations and the terms of any authorisation in respect of any such planning laws and regulations, in each case relating to any of its Real Property
- (b) The Chargor shall
 - (i) grant the Lender and its lawyers on reasonable request all facilities within the power of the Chargor to carry out investigations of title in respect of any Real Property and to make such enquiries in relation to any Real Property as a prudent mortgagee might carry out; and
 - (ii) as soon as practicable following a request of the Lender, supply a report as to the title of the Chargor in respect of any Real Property in relation to those matters which may properly be sought to be covered by a prudent mortgagee in a report of that nature

- (c) If the Chargor fails to comply with any of the undertakings in this Clause 9 (*Real Property*), the Lender (and its agents and contractors) shall be entitled to do such things as it considers are necessary or desirable to remedy such failure. The Chargor shall immediately on request by the Lender pay the costs and expenses of the Lender (and its agents and contractors) incurred (together with any interest at the default rate specified in Clause 10.3 (*Default interest*) of the Facility Agreement for the period from and including the date incurred up to and excluding the date reimbursed) in connection with any action taken under this Clause 9 (*Real Property*).

10. Monetary Claims and Customer Loan Monetary Claims

10.1 Undertakings

The Chargor shall

- (a) collect and realise its Monetary Claims and Customer Loan Monetary Claims in a prudent manner, and
- (b) not factor, discount or otherwise deal with (or enter into any agreement for such factoring, discounting or dealing with) its Monetary Claims or Customer Loan Monetary Claims save as provided for in paragraph (a) of this Clause 10.1,

in each case save as expressly permitted by the Facility Agreement

11. Accounts

11.1 Notices

The Chargor shall, no later than the date of this Security Agreement, give notice to the Account Bank substantially in the form set out in Schedule 2 (*Notice for Accounts*) and shall procure that the Account Bank delivers to the Lender a duly completed acknowledgement of such notice

11.2 Other undertakings

- (a) The Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Account except as expressly permitted by the Facility Agreement or with the prior written consent of the Lender
- (b) The Chargor shall not, without the Lender's prior written consent, permit or agree to any variation of the rights attaching to the Account or close the Account

11.3 Exercise of rights on Enforcement Event

On and after the occurrence of an Enforcement Event

- (a) the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Account; and

- (b) the Lender shall be entitled without notice to withdraw, apply, transfer or set off any or all of the credit balances from time to time on the Account in or towards payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 23 (*Application of Proceeds*)

12. Investments

12.1 Documents of title relating to Investments

The Chargor shall, on the date of this Security Agreement or, if later, upon becoming entitled to the relevant Investments, deliver to the Lender in the agreed form:

- (a) all stock and share certificates and other documents of title relating to its Investments; and
- (b) all stock transfer forms (executed in blank and left undated) and other documents that the Lender may request in respect of such Investments (including declarations of trust in relation to any Investments in which the Chargor has an interest that are not held in its sole name)

12.2 Voting power prior to an Enforcement Event

- (a) Prior to the occurrence of an Enforcement Event:
 - (i) the Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments (subject to paragraph (b) of this Clause 12.2);
 - (ii) if the Investments of the Chargor have been registered in the name of the Lender (or its nominee), the Lender (or its nominee) shall exercise the voting rights, powers and other rights in respect of such Investments in such manner as the Chargor may direct in writing from time to time, and
 - (iii) the Chargor shall be entitled to all dividends, interest and other monies or distributions arising from all Investments to the extent the same are expressly permitted under the Facility Agreement.
- (b) The Chargor shall not exercise any of its voting rights, powers and other rights in respect of its Investments (or direct the Lender (or its nominee) to exercise such voting rights, powers and other rights) in any manner which varies the rights attaching to or conferred by the Investments in any way which could reasonably be expected to adversely affect the interests of the Lender or which could reasonably be expected to prejudice the value of or the ability of the Lender to realise the Transaction Security in respect of such Investments.
- (c) Before the occurrence of an Enforcement Event, voting power (for the purposes of section 435(10) of the Insolvency Act 1986) in respect of its Investment shall remain with the Chargor and shall not pass to the Lender

12.3 Other Undertakings

- (a) Prior to the occurrence of an Enforcement Event, the Chargor shall be entitled to receive and retain all dividends or other income or distributions paid or payable in relation to its Investments.
- (b) The Chargor shall not nominate any person, other than the Lender (or its nominee), to enjoy or exercise any right relating to any of the Investments whether pursuant to Part 9 of the Companies Act 2006 or otherwise
- (c) At any time when any Investments of the Chargor have been registered in the name of the Lender (or its nominee), the Lender (or its nominee) will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of such Investments are duly and promptly paid or received by it (or its nominee), or to verify that the correct amounts are paid or received by it (or its nominee), or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of such Investments.
- (d) Prior to the occurrence of an Enforcement Event, the Lender shall use its reasonable endeavours to forward to the Chargor all material notices, correspondence and other communication it receives in relation to the Investments
- (e) The Chargor shall indemnify the Lender (or its nominee) against any loss or liability incurred by the Lender (or its nominee) as a consequence of the Lender (or its nominee) acting at the direction of the Chargor in respect of its Investments
- (f) The Chargor shall pay when due all calls or other payments that may be or become due in respect of any of its Investments. In the case of a default by the Chargor in such payment, the Lender may make such payment on behalf of the Chargor in which case any sums paid by the Lender shall be reimbursed (together with interest at the default rate specified in Clause 10.3 (*Default interest*) of the Facility Agreement for the period from and including the date incurred up to and excluding the date reimbursed) by the Chargor to the Lender on demand

12.4 Exercise of rights on Enforcement Event

- (a) On and after the occurrence of an Enforcement Event, the Lender (or its nominee) may (i) exercise or refrain from exercising any voting rights, powers and other rights in respect of the Investments in each case in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor and (ii) apply all dividends, interest and other monies arising from Investments in accordance with Clause 23 (*Application of Proceeds*)

- (b) The Chargor irrevocably appoints the Lender (or its nominee) as its proxy to exercise all voting rights in respect of the Investments with effect from the occurrence of an Enforcement Event to the extent that such Investments remain registered in its name.

12.5 Clearance systems

- (a) The Chargor shall, if so requested by the Lender.
 - (i) instruct or request its nominee or custodian to instruct any clearance system to transfer any Investment held by it or its nominee or custodian, for the Chargor to an account of the Lender or its nominee with that clearance system, and
 - (ii) take whatever action the Lender may request for the dematerialisation or rematerialisation of any Investments held in a clearance system
- (b) The Lender may, at the expense of the Chargor, take whatever action the Lender considers necessary for the materialisation or rematerialisation of the Investments

12.6 Custodian arrangements

The Chargor shall.

- (a) promptly give notice of this Security Agreement to any custodian of any Investment in any form which the Lender may reasonably require; and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Lender may reasonably require.

13. Insurance

13.1 Notices

The Chargor shall, no later than 30 days after the date of this Security Agreement or, in relation to any Insurance Policy entered into after the date of this Security Agreement, promptly upon the entry into of such Insurance Policy, give notice to each insurer in the form set out in Schedule 3 (*Notice for Insurance Policies*) and shall procure that such insurers promptly deliver to the Lender a duly completed acknowledgement of such notice

13.2 Other undertakings

- (a) The Chargor will take all reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of its Insurance Policies
- (b) The Chargor will not amend, waive or terminate any term of any Insurance Policy unless permitted by the Facility Agreement.
- (c) The Chargor shall supply to the Lender on request copies of each Insurance Policy together with the current applicable premium receipts

13.3 Exercise of rights on Enforcement Event

On and after the occurrence of an Enforcement Event:

- (a) the Lender may exercise (without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) any of the Chargor's rights under any of its Insurance Policies; and
- (b) the Chargor shall hold any payment it receives in respect of its Insurance Policies on trust for the Lender

14. Assigned Agreements

14.1 Notices

- (a) The Chargor shall ensure that all Assigned Agreements entered into after the date of this Security Agreement include a provision in form and substance satisfactory to the Lender noting that the rights of the Chargor under the Assigned Agreement are subject to Security.
- (b) The Chargor shall, following the occurrence of an Enforcement Event, promptly upon a request from the Lender, give notice of the assignment effected pursuant to this Security Agreement by sending a notice of assignment, in form reasonably acceptable to the Lender, (with a copy to the Lender) in relation to each Assigned Agreement, to each debtor or counterparty to such Assigned Agreement
- (c) Prior to the occurrence of an Enforcement Event, the Chargor shall, subject to the Facility Agreement, remain entitled to exercise all of its rights and remedies under or in respect of the Assigned Agreements

14.2 Other undertakings

- (a) The Chargor shall take all reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of the Assigned Agreements, in a manner consistent with the Chargor's collection policies and approved by the Lender (such approval not to be unreasonably withheld or delayed)
- (b) The Chargor will not amend, waive or terminate any term of any Assigned Agreement (other than the amendment of Customer Loans in the ordinary course of business that is in a manner consistent with the Chargor's collection policies and approved by the Lender (such approval not to be unreasonably withheld or delayed)) unless permitted by the Finance Documents
- (c) The Chargor shall supply to the Lender on request copies of each Assigned Agreement to which it is party and any other information and documentation relating to any Assigned Agreement to which it is party
- (d) The Chargor shall procure the prompt observance and performance by the relevant party of the covenants and other obligations imposed on the Chargor's counterparties under the Assigned Agreements, in a manner

consistent with the Chargor's collection policies and approved by the Lender (such approval not to be unreasonably withheld or delayed)

- (e) The Chargor shall enforce any rights and institute, continue or defend any proceedings relating to any of the Assigned Agreements which the Lender may from time to time require, in each case, at the Chargor's cost, in a manner consistent with the Chargor's collection policies and approved by the Lender (such approval not to be unreasonably withheld or delayed)

14 3 Exercise of rights on Enforcement Event

On and after the occurrence of an Enforcement Event, the Lender may exercise (without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) the Chargor's rights and remedies (including direction of any payments to the Lender) under or in respect of any Assigned Agreement to which it is party

15. Intellectual Property

15 1 Documents of title and registration

The Chargor shall, if requested by the Lender

- (a) deliver all deeds and other documents of title relating to its Intellectual Property (including any licences relating to them and any forms or documents relating to any applications to register any such Intellectual Property in the name of the Chargor), and
- (b) execute all such documents and do all acts that the Lender may reasonably require to record the interest of the Lender in any registers relating to any registered Intellectual Property

15 2 Other undertakings

The Chargor shall promptly provide details to the Lender of any Intellectual Property that the Chargor considers (acting reasonably) is required to conduct its business or any part of it unless such details are set out in Part D of Schedule 1 (*Security Assets*).

16. Enforcement of Transaction Security

16 1 Timing and manner of enforcement

- (a) The Transaction Security shall become enforceable and the powers referred to in paragraph (a) of Clause 16 2 (*General*) shall become exercisable
 - (i) upon the occurrence of an Enforcement Event, or
 - (ii) if the Chargor requests the Lender to exercise any of its powers under this Security Agreement, or
 - (iii) on the appointment of a Receiver

- (b) Without prejudice to any specific provisions contained in this Security Agreement, immediately after the Transaction Security has become enforceable, the Lender may in its absolute discretion (subject to the other provisions of this Security Agreement) enforce all or any part of the Transaction Security in any manner it sees fit
- (c) The Lender shall not be liable to the Chargor for any loss arising from the manner in which the Lender enforces or refrains from enforcing the Transaction Security.

16.2 General

- (a) The Secured Obligations shall be deemed to have become due and payable on the date of this Security Agreement for the purposes of section 101 of the Law of Property Act 1925. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied and extended by this Security Agreement) and all other powers conferred on a mortgagee by law shall be deemed to arise immediately after execution of this Security Agreement
- (b) Section 103 of the Law of Property Act 1925 shall not apply to this Security Agreement
- (c) The Lender may lease, make agreements for leases at a premium or otherwise, surrender, rescind or agree or accept surrenders of leases and grant options on such terms and in such manner as it shall think fit without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925

16.3 Contingencies

If the Transaction Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate

16.4 Exercise of powers

All or any of the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Security Agreement and all or any of the rights and powers conferred by this Security Agreement on a Receiver (whether express or implied) may be exercised by the Lender without further notice to the Chargor at any time after an Enforcement Event has occurred, irrespective of whether the Lender has taken possession of the Security Assets or appointed a Receiver

16.5 Protection of third parties

- (a) No person (including a purchaser) dealing with the Lender or a Receiver or any of its respective agents will be concerned to enquire
 - (i) whether the Secured Obligations have become payable,

- (ii) whether any power which the Lender or that Receiver may purport to exercise has become exercisable or is being properly exercised,
 - (iii) whether any amount remains due under the Finance Documents, or
 - (iv) how any money paid to the Lender or to that Receiver is to be applied
- (b) The receipt of the Lender or any Receiver of any moneys paid to the Lender or any Receiver by any person (including a purchaser) shall be an absolute and conclusive discharge and shall relieve any person dealing with the Lender or that Receiver of any obligation to see to the application of any moneys paid to or by the direction of the Lender or any Receiver
- (c) In paragraphs (a) and (b) of this Clause 16.5, "purchaser" includes any person acquiring, for money or money's worth, any interest or right whatsoever in relation to the Security Assets.

16.6 No liability as mortgagee in possession

Neither the Lender nor any Receiver will be liable by reason of entering into possession of a Security Asset:

- (a) to account as mortgagee in possession for any loss on realisation in respect of such Security Asset; or
- (b) for any default or omission for which a mortgagee in possession might be liable.

16.7 Redemption of prior Security

The Lender or any Receiver may at any time after an Enforcement Event has occurred redeem any prior Security on or relating to any of the Security Assets or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor. The Chargor will on demand pay to the Lender all principal monies and interest and all losses incidental to any such redemption or transfer

16.8 Right of appropriation

To the extent that any of the Security Assets constitute "financial collateral" and this Security Agreement and the obligations of a Chargor under it constitute a "security financial collateral arrangement" (in each case, as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Lender shall have the right to appropriate without notice to the Chargor (either on a single occasion or on multiple occasions) all or any part of such financial collateral in or towards discharge of the Secured Obligations and for this purpose the value of the financial collateral so appropriated shall be

- (a) in the case of cash, the amount standing to the credit of each Account together with any accrued but unposted interest at the time the right of appropriation is exercised, and

- (b) in the case of the Investments, the market price of such Investments determined by the Lender in a commercially reasonable manner (including by reference to a public index or independent valuation)

17. Administrator

- (a) Subject to the Insolvency Act 1986, the Lender may appoint one or more qualified persons to be an administrator of the Chargor (to act together with or independently of any others so appointed);
 - (i) if requested by the Chargor,
 - (ii) upon the occurrence of an Enforcement Event or on the appointment of a Receiver;
 - (iii) on the taking of any corporate action, legal proceeding or other procedure referred to in Clause 21.6 (*Insolvency proceedings*) of the Facility Agreement
- (b) Any such appointment may be made pursuant to an application to court under paragraph 12 of schedule B1 to the Insolvency Act 1986 or by filing the specified documents with the court under paragraphs 14 to 21 of schedule B1 to the Insolvency Act 1986.
- (c) In this Clause 17, "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company with respect to which he is appointed

18. Receiver

18.1 Appointment of Receivers

- (a) The Lender may (without notice) by deed or otherwise in writing signed by any officer or manager of the Lender or any person authorised for this purpose by the Lender, appoint one or more persons to be a Receiver
 - (i) if requested by the Chargor;
 - (ii) upon the occurrence of an Enforcement Event (whether or not the Lender has taken possession of the Security Assets); or
 - (iii) on the taking of any corporate action, legal proceeding or other procedure referred to in Clause 21.6 (*Insolvency proceedings*) of the Facility Agreement.
- (b) The Lender may not appoint an administrative receiver over the Security Assets to the extent prohibited by section 72A of the Insolvency Act 1986.
- (c) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000

- (d) Section 109(1) of the Law of Property Act 1925 shall not apply to this Security Agreement
- (e) If the Lender appoints more than one person as Receiver, the Lender may give those persons power to act either jointly or severally
- (f) Any Receiver may be appointed Receiver of all of the Security Assets or Receiver of a part of the Security Assets specified in the appointment. In the case of an appointment of a part of the Security Assets, the rights conferred on a Receiver as set out in Clause 18 5 (*Powers of Receivers*) shall have effect as though every reference in Clause 18 5 (*Powers of Receivers*) to any Security Assets were a reference to the part of those assets so specified or any part of those assets

18 2 Removal of Receivers

The Lender may by notice in writing remove any Receiver appointed by it (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receivership) whenever it thinks fit and appoint a new Receiver instead of any Receiver whose appointment has terminated for any reason

18 3 Agent of Chargor

Any Receiver shall be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. The Chargor is solely responsible for the contracts, engagement, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver. The Lender will not incur any liability (either to the Chargor or any other person) by reason of the appointment of a Receiver or for any other reason

18 4 Remuneration

The Lender may (subject to section 36 of the Insolvency Act 1986) determine the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Law of Property Act 1925) shall not apply to this Security Agreement

18 5 Powers of Receivers

Any Receiver appointed pursuant to Clause 18 1 (*Appointment of Receivers*) shall have the following rights, powers and discretions (in addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under the Law of Property Act 1925)

- (a) to take immediate possession of, get in and collect any Security Asset and to require payment to it or to the Lender of any Monetary Claims, Customer Loan Monetary Claims or credit balance on any Account,
- (b) to carry on any business of the Chargor in any manner he thinks fit,

- (c) to enter into any contract or arrangement and to perform, repudiate, succeed or vary any contract or arrangement to which the Chargor is party,
- (d) to appoint and discharge any managers, officers, agents, accountants, servants, workman and others for the purposes of this Security Agreement upon such terms as to remuneration or otherwise as he thinks fit and to discharge any person appointed by the Chargor,
- (e) to raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Transaction Security or otherwise and generally on any terms and for whatever purpose which he thinks fit,
- (f) to sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner, and on any terms which he thinks fit and for a consideration of any kind (which may be payable in a lump sum or by instalments spread over any period);
- (g) to settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset;
- (h) to bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit;
- (i) to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset,
- (j) to form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset,
- (k) to delegate his powers in accordance with this Security Agreement,
- (l) to lend money or advance credit to any customer of the Chargor;
- (m) to effect any insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset in each case as he thinks fit,
- (n) to exercise all the powers described in schedule 1 to the Insolvency Act 1986 whether or not the Receiver is an administrative receiver as defined in the Insolvency Act 1986,
- (o) to purchase or acquire by leasing, hiring, licensing or otherwise (for such consideration and on such terms as he may think fit) any assets which he considers necessary or desirable for the carrying on, improvement, realisation or other benefit of any of the Security Assets or the business of the Chargor,
- (p) to exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset,

- (q) to make any payment and incur any expenditure, which the Lender is, by this Security Agreement, expressly or impliedly authorised to make or incur,
- (r) to do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Security Agreement or law; and
- (s) to use the name of the Chargor for any of the purposes set out in paragraphs (a) to (r) (inclusive) of this Clause 18

19. Delegation

- (a) The Lender or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Security Agreement. Any such delegation may be made upon such terms (including the power to sub-delegate) and subject to such conditions and regulations as the Lender or Receiver may think fit
- (b) Neither the Lender nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate
- (c) References in this Security Agreement to the Lender or a Receiver shall be deemed to include references to any delegate of the Lender or Receiver appointed in accordance with this Clause 19

20. Preservation of Security

20.1 Reinstatement

- (a) If any payment by the Chargor or any discharge or release given by the Lender (whether in respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event
 - (i) the liability of the Chargor and the relevant security shall continue as if the payment, discharge, release, avoidance or reduction had not occurred, and
 - (ii) the Lender shall be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.
- (b) The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

20.2 Waiver of defences

None of the obligations of the Chargor under this Security Agreement nor any Transaction Security will be affected by any act, omission, matter or thing (whether or

not known to the Chargor or the Lender) which, but for this provision, would reduce, release, prejudice or provide a defence to any of those obligations including:

- (a) any time, waiver, release or consent granted to, or composition with, the Chargor or any other person,
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group or any other person,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over the assets of, the Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any such rights or security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person,
- (e) any amendment (however fundamental and including any amendment that may increase the liability of the Chargor) or replacement of a Finance Document or any other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
- (g) any insolvency or similar proceedings

20.3 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from or enforcing against the Chargor under this Security Agreement. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

20.4 Appropriations

On and after the occurrence of an Enforcement Event and until all the Secured Obligations have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Security Agreement

20.5 Additional security/non-merger

The Transaction Security is in addition to and shall not be merged into or in any way excluded or prejudiced by any other Security now or hereafter held by or on behalf of the Lender in respect of the Secured Obligations or any other amount due by the Chargor to the Lender

20.6 Power of consolidation

Section 93 of the Law of Property Act 1925 shall not apply to this Security Agreement or to the Transaction Security

20.7 New accounts and ruling off

- (a) The Lender may open a new account in the name of the Chargor at any time after a subsequent Security affects any Security Asset. If the Lender does not open a new account in such circumstances it will nevertheless be deemed to have done so upon the occurrence of such circumstances.
- (b) No moneys paid into any account (whether new or continuing) after the occurrence of any circumstances referred to in paragraph (a) of this Clause 20.7 shall reduce or discharge the Secured Obligations.

21. Further Assurances

The Chargor shall, at its own expense, take whatever action the Lender or a Receiver may require or consider expedient for:

- (a) creating, perfecting or protecting any Security intended to be created by or pursuant to this Security Agreement,
- (b) facilitating the realisation of any Security Asset,
- (c) creating and perfecting security in favour of the Lender over the assets of the Chargor located in any jurisdiction outside England and Wales,
- (d) facilitating the exercise of any right, power or discretion exercisable by the Lender or any Receiver in respect of any Security Asset,

including

- (e) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Lender (or to its nominee), and
- (f) the transfer of legal and/or equitable title in any existing or future Real Property to a third party (including after the Lender has exercised any right of appropriation pursuant to Clause 16.8 (*Right of appropriation*)),
- (g) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient

22. Power of Attorney

22 1 Appointment

- (a) The Chargor by way of security irrevocably appoints the Lender and each Receiver severally as its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:
 - (i) prior to the occurrence of an Enforcement Event, to do anything which the Chargor is obliged to do under this Security Agreement (but has not done),
 - (ii) on and after the occurrence of an Enforcement Event, to do anything which the Chargor is obliged to do under this Security Agreement, and
 - (iii) to exercise any of the rights conferred on the Lender or any Receiver in relation to the Security Assets or under any Finance Document, the Law of Property Act 1925 or the Insolvency Act 1986.
- (b) The power of attorney conferred on the Lender and each Receiver shall continue notwithstanding the exercise by the Lender of any right of appropriation pursuant to Clause 16 8 (*Right of appropriation*)

22 2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 22 1 (*Appointment*).

23. Application of Proceeds

23 1 Order of application

- (a) All amounts received by the Lender or any Receiver pursuant to this Security Agreement or the powers conferred by it shall be applied toward satisfaction of the Secured Obligations
- (b) The order of application referred to in paragraph (a) of this Clause 23 1 shall override any appropriation by the Chargor

23 2 Receiver's receipts

Section 109(8) of the Law of Property Act 1925 shall not apply in relation to a Receiver appointed under this Security Agreement

24. Expenses and Indemnities

The Chargor will on demand pay and reimburse the Lender, each Receiver, attorney, manager, agent or other person (including the officers of such persons) appointed by the Lender or a Receiver under this Security Agreement, on the basis of a full indemnity, in respect of all costs and expenses (including legal fees and other out of

pocket expenses and any value added tax or other similar tax thereon) properly incurred by such person in connection with the holding, preservation or enforcement or the attempted preservation or enforcement of any of the Lender's rights under this Security Agreement or otherwise in connection with the performance of this Security Agreement or any documents required pursuant to this Security Agreement including any costs and expenses arising from any actual or alleged breach by any person of any law, agreement or regulation, whether relating to the environment or otherwise (including the investigation of such breach) and will keep each of those persons indemnified against any failure or delay in paying those costs and expenses. Any such person who is not a party to this Security Agreement may rely on this Clause 24 and enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

25. Changes to Parties

25 1 Transfer by the Lender

The Lender may at any time assign or otherwise transfer all or any part of its rights under this Security Agreement to any successor appointed in accordance with the Finance Documents

25 2 Changes to parties

- (a) The Lender may at any time assign or otherwise transfer all or any part of its rights under this Security Agreement to any person
- (b) The Chargor agrees that the terms of Clause 22.2 (*Assignments and transfers by the Company*) of the Facility Agreement apply to this Security Agreement.

26. Miscellaneous

26 1 Further advances

Subject to the terms of the Finance Documents, the Lender is under an obligation to make further advances or other financial accommodation to the Chargor. Such obligation will be deemed incorporated into this Security Agreement as if set out in it

26 2 Lender's liability

Neither the Lender nor any Receiver shall (either by reason of taking possession of the Security Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Security Assets or from any act, default, omission or misconduct of the Lender or any Receiver or their respective officers, employees or agents in relation to the Security Assets or in connection with the Finance Documents.

26 3 Failure to Execute

- (a) Failure by one party to execute this Security Agreement (such party being a *Non-Signatory*) on the date hereof will not invalidate the provisions of this Security Agreement as between the other party who does execute this Security Agreement

- (b) The Non-Signatory may execute this Security Agreement on a subsequent date and will thereupon become bound by its provisions.

27. Partial Invalidity

If any provision of this Security Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction

28. Notices

Clause 26 (*Notices*) of the Facility Agreement applies to this Security Agreement

29. Counterparts

This Security Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Security Agreement

30. Governing Law and Enforcement

30 1 Governing law

This Security Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

30 2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Security Agreement (including a dispute relating to the existence, validity or termination of this Security Agreement or any non-contractual obligation arising out of or in connection with this Security Agreement) (a "Dispute")
- (e) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (f) This Clause 30 2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

THIS SECURITY AGREEMENT has been executed and delivered as a deed on the date stated at the beginning of this Security Agreement

Schedule 1

Security Assets

Part A Real Property

Freehold/leasehold N/A	Description N/A	Title number N/A
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Part B Group Shares

Group Member	Number and class of shares	Details of nominees holding legal title
EZBOB UK LIMITED	1,000 ordinary	N/A
ORANGE MONEY EZBOB ISRAEL LTD	1,000 ordinary	N/A

Part C Account

Account Bank	Account Number	Sort Code
SVB Bank of 41 Lothbury Street, London, EC2R 7HF	20115636	621000

Part D Specified Intellectual Property

Patent Applications

Application number	Country	Title	Type	Application date
61/891,940	US	Improved method for automatic business data collection as part of approving loans	Patent provisional	17-10-13
14/445,090	US	Method of automating a business loan life cycle	Patent	29-7-14
2014208324	Australia	Method of automating a business loan life cycle	Patent	5-8-14
14179686 2	EU	Method of automating a business loan life cycle	Patent	4-8-14
IL14/050682	IL (PCT)	Method of automating a business loan life cycle	PCT	27-7-14

Schedule 2

Notice for Account

To [Account Bank]

Copy [•] as Lender

Date [•]

Dear Sirs,

- 1 We hereby give you notice that we have charged by way of first fixed charge to [•] (the "Lender") pursuant to a security agreement (the "Security Agreement") dated [•] entered into by ourselves (as Chargor) in favour of the Lender, all of our rights, title and interest in and to all sums of money which may now or in the future be held with you for our account in the account identified in the schedule to this notice (the "Account") together with all interest from time to time earned on such sums and the debts represented by such sums and interest
- 2 With effect from the date of your receipt of this notice
 - (a) subject to paragraph (d) below, all sums from time to time standing to the credit of the Account should be held to the order of the Lender,
 - (b) subject to paragraph (d) below, such sums may only be paid or released in accordance with the written instructions of the Lender at any time;
 - (c) the terms and conditions relating to the Account may not be amended, varied or waived without the prior written consent of the Lender,
 - (d) we are permitted to withdraw or transfer amounts from the Account until such time as the Lender provides written notification to you that such permission is withdrawn
3. You are authorised and instructed, without requiring further approval from us:
 - (a) to provide the Lender with such information relating to the Account as it may from time to time request, and
 - (b) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Security Agreement, the sums standing to the credit of the Account from time to time or the debts, represented by them which you receive at any time from the Lender without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction
- 4 These instructions may not be revoked without the prior written consent of the Lender

- 5 Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm (by way of undertaking in favour of the Lender) that
- (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not received notice of the interest of any third party in the Account, and
 - (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Account or the debts represented by it without the prior written consent of the Lender
- 6 This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law

Yours faithfully,

for and on behalf of
ORANGE MONEY LIMITED

for and on behalf of
[•] as Lender

Schedule

Account Number
[•]

Sort Code
[•]

[On acknowledgement copy]

To [●] as Lender
[Address]

Copy to ORANGE MONEY LIMITED

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it

for and on behalf of
[Account Bank]

Date. [●]

Schedule 3

Notice for Insurance Policies

To. [insurer/insurance broker]

Copy [•] as Lender

Date [•]

Dear Sirs,

1. We hereby give you notice that we have assigned by way of security to [•] (the "Lender") pursuant to a security agreement dated [•] entered into by us in favour of the Lender, all of our rights, title and interest in and to the insurance policies identified in the schedule to this letter and to any other insurance policies taken out with you by us or on our behalf or under which we have a right to a claim (other than in relation to third party liabilities) (the "Insurance Policies")
2. We will remain liable under the Insurance Policies to perform all obligations imposed on us under the Insurance Policies and none of the Lender, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance Policies
3. We will remain entitled to exercise all of our rights under the Insurance Policies and you should continue to give notices under the Insurance Policies to us, until such time as the Lender provides written notification to the contrary. Thereafter:
 - (a) all amounts payable under the Insurance Policies should be paid to the Lender or as it directs, and
 - (b) all rights in respect of the Insurance Policies will be exercisable by the Lender and notices under the Insurance Policies should be given to the Lender or as it directs
4. You are authorised and instructed (without requiring further approval from us) to provide the Lender with such information relating to the Insurance Policies as it may from time to time request
5. These instructions may not be revoked without the prior written consent of the Lender
6. Please note the interest of the Lender on the Insurance Policies and show the Lender as loss payee and first priority assignee
7. Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm (by way of undertaking in favour of the Lender) that

- (a) you agree to the terms of this notice and to act in accordance with its provisions,
- (b) you have not received notice of the interest of any third party in any of the Insurance Policies,
- (c) you have noted the interests of the Lender on the Insurance Policies,
- (d) you will not cancel, avoid, release or otherwise allow the Insurance Policies to lapse without giving the Lender at least thirty days' prior written notification;
- (e) you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Insurance Policies without the consent of the Lender,
- (f) you will notify the Lender of any breach by us of the terms of any Insurance Policy and will allow the Lender to remedy that breach, and
- (g) the Lender shall not in any circumstances be liable for the premium in relation to the Insurance Policies (but may elect to pay it)

8 This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law

Yours faithfully,

for and on behalf of
[CHARGOR]

for and on behalf of
[•] as Lender

Schedule

[Details of Insurance Policies to be inserted]

[On acknowledgement copy]

To [•] as Lender
[Address]

Copy to ORANGE MONEY LIMITED

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

for and on behalf of
[Insurer]

Date, [•]

Schedule 4

Excluded Customer Loans

ANGEL CO-FUND				
Loan ID	Original Amount (£)	Current principal (£)	Origination Date	Scheduled Maturity
1,825	8,000	5,328	19/01/2014	19/01/2015
1,838	40,000	6,666	22/01/2014	22/01/2015
1,841	4,500	3,000	23/01/2014	23/01/2015
1,846	1,600	320	24/01/2014	24/01/2015
1,847	4,000	1,332	24/01/2014	24/01/2015
1,850	24,000	2,000	27/01/2014	27/01/2015
1,853	10,000	1,621	28/01/2014	28/03/2015
1,855	8,000	4,408	29/01/2014	29/01/2015
1,862	3,000	750	30/01/2014	30/12/2014
1,864	25,000	2,083	30/01/2014	30/01/2015
1,865	10,000	2,523	30/01/2014	30/11/2014
2,373	10,000	9,163	27/05/2014	27/05/2015
2,374	4,100	1,705	27/05/2014	27/05/2015
2,375	6,000	2,999	27/05/2014	27/05/2015
2,376	20,000	8,330	27/05/2014	27/05/2015
2,377	2,800	1,165	27/05/2014	27/05/2015
2,380	25,000	10,430	27/05/2014	27/05/2015
2,381	10,000	4,165	27/05/2014	27/05/2015
2,382	20,000	8,278	28/05/2014	28/02/2015
2,383	10,000	4,165	28/05/2014	28/05/2015
2,386	10,000	4,924	28/05/2014	28/05/2015
2,388	18,000	7,500	29/05/2014	29/05/2015
2,389	15,000	6,250	29/05/2014	29/05/2015
2,390	5,500	2,290	29/05/2014	29/05/2015
2,391	6,200	775	29/05/2014	29/01/2015
2,392	11,000	4,580	29/05/2014	29/05/2015
2,393	20,000	18,326	29/05/2014	29/05/2015
2,394	15,000	6,250	29/05/2014	29/05/2015
2,395	15,000	11,250	29/05/2014	29/05/2015
2,396	5,000	2,080	30/05/2014	30/05/2015
2,397	20,000	8,301	30/05/2014	30/05/2015
2,400	6,000	2,339	30/05/2014	30/05/2015
2,401	20,000	8,330	30/05/2014	30/05/2015
2,402	8,000	3,330	30/05/2014	30/05/2015
2,404	7,000	5,247	31/05/2014	31/05/2015
2,408	4,200	1,750	02/06/2014	02/06/2015

2,410	2,500	1,040	02/06/2014	02/06/2015
2,412	10,000	6,514	02/06/2014	02/06/2015
2,414	4,000	2,137	03/06/2014	03/06/2015
2,417	2,500	1,248	03/06/2014	03/06/2015
2,419	5,000	2,318	04/06/2014	04/06/2015
2,420	1,000	415	04/06/2014	04/06/2015
2,421	20,000	8,330	04/06/2014	04/06/2015
2,422	20,000	8,330	04/06/2014	04/06/2015
2,616	20,000	12,302	09/07/2014	09/07/2015
2,678	5,600	3,262	21/07/2014	21/07/2015
2,680	30,000	17,500	21/07/2014	21/07/2015
2,681	20,000	11,662	21/07/2014	21/07/2015
2,682	10,000	5,831	21/07/2014	21/07/2015
2,683	13,000	7,581	21/07/2014	21/07/2015
2,684	2,500	1,456	21/07/2014	21/07/2015
2,685	2,500	1,456	21/07/2014	21/07/2015
2,687	15,000	8,750	21/07/2014	21/07/2015
2,702	11,000	6,363	24/07/2014	24/07/2015
2,703	3,500	2,037	24/07/2014	24/07/2015
2,704	12,000	7,000	24/07/2014	24/07/2015
2,705	20,000	13,328	24/07/2014	24/07/2015
2,706	10,000	6,664	24/07/2014	24/07/2015
2,707	5,000	2,912	24/07/2014	24/07/2015
2,708	16,000	9,331	24/07/2014	24/07/2015
2,709	29,600	17,262	24/07/2014	24/07/2015
2,710	15,000	10,000	24/07/2014	24/07/2015
2,711	3,000	1,750	24/07/2014	24/07/2015
2,712	4,000	2,331	24/07/2014	24/07/2015
2,805	1,500	472	14/08/2014	14/02/2015
2,806	3,000	2,000	14/08/2014	14/08/2015
2,808	10,000	7,497	14/08/2014	14/08/2015
2,810	20,000	13,328	14/08/2014	14/08/2015
2,811	2,500	1,664	14/08/2014	14/08/2015
3,015	4,000	2,997	23/09/2014	23/09/2015
3,016	10,000	7,000	23/09/2014	23/07/2015
3,017	15,000	11,258	23/09/2014	23/08/2015
3,020	12,000	9,000	23/09/2014	23/09/2015
3,021	1,500	856	23/09/2014	23/04/2015
3,022	8,700	4,968	23/09/2014	23/04/2015
3,023	21,100	15,746	23/09/2014	23/08/2015
3,299	8,000	6,852	10/11/2014	10/06/2015
3,300	2,000	1,715	10/11/2014	10/11/2015
3,301	5,000	4,576	10/11/2014	10/11/2015
3,302	5,200	4,763	10/11/2014	10/11/2015

3,303	3,000	2,750	10/11/2014	10/11/2015
3,304	10,000	9,158	10/11/2014	10/11/2015
3,305	40,000	33,283	10/11/2014	10/05/2015
3,306	15,000	13,750	10/11/2014	10/11/2015
3,348	50,000	45,857	18/11/2014	18/10/2015
3,349	10,000	9,163	18/11/2014	18/11/2015
3,383	2,300	2,101	24/11/2014	24/11/2015
3,384	7,000	6,413	25/11/2014	25/11/2015
3,385	25,000	22,913	25/11/2014	25/11/2015
3,406	8,000	7,326	28/11/2014	28/11/2015
Total	1,002,100	600,471		

Other Bridge loans (non-Angel Co-Fund)				
Loan ID	Original Amount (£)	Current principal (£)	Origination Date	Scheduled Maturity
2,100	27,000	6,750	01/04/2014	01/04/2015
2,101	7,000	1,272	01/04/2014	01/03/2015
2,102	20,000	9,996	02/04/2014	02/04/2015
2,103	50,000	45,786	02/04/2014	02/04/2015
2,104	20,000	4,998	02/04/2014	02/04/2015
2,106	15,000	13,988	02/04/2014	02/04/2015
2,107	1,700	423	02/04/2014	02/04/2015
2,109	28,500	7,125	02/04/2014	02/04/2015
2,111	5,500	1,374	02/04/2014	02/04/2015
2,113	500	123	02/04/2014	02/04/2015
2,119	5,000	1,248	03/04/2014	03/04/2015
2,120	20,000	4,177	03/04/2014	03/04/2015
2,121	20,000	2,000	03/04/2014	03/02/2015
2,122	5,500	1,374	03/04/2014	03/04/2015
2,123	23,300	7,764	04/04/2014	04/04/2015
2,124	11,000	2,748	04/04/2014	04/04/2015
2,128	20,000	4,608	04/04/2014	04/04/2015
2,129	8,500	2,124	04/04/2014	04/04/2015
2,130	25,000	6,249	04/04/2014	04/04/2015
2,138	15,000	5,000	07/04/2014	07/04/2015
2,139	5,200	1,299	07/04/2014	07/04/2015
2,140	6,000	1,500	07/04/2014	07/04/2015
2,142	40,000	9,999	07/04/2014	07/04/2015
2,144	15,000	5,000	08/04/2014	08/04/2015
2,145	2,000	664	08/04/2014	08/05/2015
2,153	27,700	9,232	10/04/2014	10/04/2015
2,156	13,000	4,327	10/04/2014	10/04/2015

2,157	16,000	5,332	10/04/2014	10/04/2015
2,158	2,000	664	10/04/2014	10/04/2015
2,159	20,000	6,664	10/04/2014	10/04/2015
2,161	30,000	10,000	10/04/2014	10/04/2015
2,231	50,000	16,731	29/04/2014	29/03/2015
2,232	24,000	10,000	29/04/2014	29/04/2015
2,233	28,000	19,311	30/04/2014	30/04/2015
2,235	3,500	2,445	30/04/2014	02/03/2015
2,236	50,000	16,648	30/04/2014	30/01/2015
2,238	20,000	6,664	30/04/2014	30/04/2015
2,239	10,000	3,332	30/04/2014	30/04/2015
2,244	6,500	2,164	01/05/2014	01/05/2015
2,245	20,000	6,664	01/05/2014	01/05/2015
2,246	50,000	5,555	01/05/2014	01/02/2015
2,247	6,000	2,000	01/05/2014	01/05/2015
2,251	2,300	764	02/05/2014	02/05/2015
2,253	10,000	9,163	02/05/2014	02/05/2015
2,261	3,800	1,264	06/05/2014	06/05/2015
2,262	40,000	13,327	06/05/2014	06/05/2015
2,265	20,000	6,664	07/05/2014	07/04/2015
2,268	15,000	5,000	07/05/2014	07/05/2015
2,269	40,000	32,000	07/05/2014	07/03/2015
2,270	10,000	3,332	07/05/2014	07/05/2015
2,271	50,000	16,664	07/05/2014	07/05/2015
2,272	6,000	2,000	07/05/2014	07/05/2015
2,273	4,800	2,000	08/05/2014	08/05/2015
2,274	7,000	2,915	08/05/2014	08/05/2015
2,275	40,000	16,882	08/05/2014	08/02/2015
2,276	20,000	8,330	08/05/2014	08/05/2015
2,278	15,000	6,250	08/05/2014	08/05/2015
2,279	20,000	8,330	08/05/2014	08/05/2015
2,280	10,000	4,165	08/05/2014	08/05/2015
2,281	40,000	16,665	08/05/2014	08/05/2015
2,282	20,000	8,330	08/05/2014	08/05/2015
2,283	10,000	3,325	09/05/2014	09/05/2015
2,285	15,000	6,250	09/05/2014	09/05/2015
2,289	18,700	7,790	09/05/2014	09/05/2015
2,291	20,000	8,330	12/05/2014	12/05/2015
2,293	10,000	4,165	12/05/2014	12/05/2015
2,297	20,000	8,330	12/05/2014	12/05/2015
2,298	4,800	2,000	12/05/2014	12/05/2015
2,307	3,000	1,250	15/05/2014	15/05/2015
2,311	3,000	1,250	15/05/2014	15/05/2015
2,329	9,000	3,750	19/05/2014	19/04/2015

2,330	19,200	7,987	19/05/2014	19/04/2015
2,331	20,000	8,330	19/05/2014	19/05/2015
2,334	15,000	6,249	19/05/2014	19/03/2015
2,337	18,000	7,500	19/05/2014	19/05/2015
2,338	2,500	914	20/05/2014	20/05/2015
2,339	20,000	8,318	20/05/2014	20/05/2015
2,341	1,500	625	20/05/2014	20/05/2015
2,342	1,500	1,375	20/05/2014	20/05/2015
2,344	2,900	1,205	20/05/2014	20/05/2015
2,346	1,500	218	20/05/2014	20/03/2015
2,347	1,000	415	21/05/2014	21/05/2015
2,349	8,200	3,415	21/05/2014	21/05/2015
2,350	5,000	4,576	21/05/2014	21/05/2015
2,352	10,000	4,165	21/05/2014	21/05/2015
2,353	6,000	2,500	21/05/2014	21/05/2015
2,354	15,000	6,250	21/05/2014	21/05/2015
2,355	10,000	4,165	21/05/2014	21/05/2015
2,356	10,000	4,165	21/05/2014	21/05/2015
2,357	10,000	4,998	21/05/2014	21/05/2015
2,358	1,000	415	21/05/2014	21/04/2015
2,433	1,500	1,250	06/06/2014	06/06/2015
2,434	20,000	8,330	06/06/2014	06/06/2015
2,435	40,000	20,215	06/06/2014	06/06/2015
2,437	20,000	8,330	06/06/2014	06/06/2015
2,438	50,000	20,657	06/06/2014	06/06/2015
2,441	26,000	10,830	06/06/2014	06/06/2015
2,442	10,000	4,165	06/06/2014	06/06/2015
2,443	5,000	1,248	06/06/2014	06/06/2015
2,444	10,000	4,998	06/06/2014	06/06/2015
2,448	8,000	7,326	09/06/2014	09/06/2015
2,449	50,000	24,996	09/06/2014	09/06/2015
2,450	2,500	1,248	09/06/2014	09/06/2015
2,453	2,000	666	09/06/2014	09/03/2015
2,454	50,000	24,996	09/06/2014	09/06/2015
2,456	2,000	996	09/06/2014	09/06/2015
2,458	1,200	600	10/06/2014	10/06/2015
2,460	17,500	8,748	10/06/2014	10/06/2015
2,462	2,000	946	10/06/2014	10/06/2015
2,464	10,000	4,165	11/06/2014	11/06/2015
2,465	6,500	3,246	11/06/2014	11/06/2015
2,466	20,000	9,996	11/06/2014	11/06/2015
2,467	7,500	2,500	11/06/2014	11/06/2015
2,468	2,300	1,146	11/06/2014	11/06/2015
2,469	1,700	846	12/06/2014	12/06/2015

2,470	5,000	2,496	12/06/2014	12/06/2015
2,471	25,000	12,498	12/06/2014	12/06/2015
2,472	20,000	9,996	12/06/2014	12/06/2015
2,473	6,700	5,580	13/06/2014	13/06/2015
2,474	5,000	3,730	13/06/2014	13/06/2015
2,475	1,200	600	13/06/2014	13/06/2015
2,478	20,000	9,996	16/06/2014	16/06/2015
2,479	3,000	1,500	16/06/2014	16/06/2015
2,480	30,000	15,020	16/06/2014	16/05/2015
2,482	40,000	19,998	16/06/2014	16/05/2015
2,483	11,200	8,571	16/06/2014	16/06/2015
2,484	7,800	4,170	16/06/2014	16/06/2015
2,486	4,000	1,998	17/06/2014	17/06/2015
2,487	2,500	1,248	17/06/2014	17/06/2015
2,489	50,000	24,996	17/06/2014	17/06/2015
2,490	15,000	6,250	17/06/2014	17/06/2015
2,491	5,600	2,796	18/06/2014	18/06/2015
2,493	11,000	9,882	18/06/2014	18/06/2015
2,494	16,000	7,998	18/06/2014	18/06/2015
2,495	30,000	24,969	18/06/2014	18/05/2015
2,496	25,000	12,498	18/06/2014	18/06/2015
2,497	50,000	24,996	18/06/2014	18/05/2015
2,498	5,600	3,223	18/06/2014	18/07/2015
2,499	2,200	1,830	18/06/2014	18/06/2015
2,500	2,000	996	19/06/2014	19/06/2015
2,502	50,000	24,996	19/06/2014	19/06/2015
2,504	5,600	3,728	19/06/2014	19/06/2015
2,505	9,400	4,698	19/06/2014	19/06/2015
2,506	5,600	2,796	19/06/2014	19/06/2015
2,507	1,500	750	19/06/2014	19/06/2015
2,508	5,600	2,796	19/06/2014	19/06/2015
2,509	5,600	2,796	19/06/2014	19/06/2015
2,510	5,600	2,796	19/06/2014	19/06/2015
2,513	5,600	2,796	19/06/2014	19/06/2015
2,514	5,000	2,496	19/06/2014	19/06/2015
2,515	10,000	4,986	19/06/2014	19/03/2015
2,516	2,200	1,098	19/06/2014	19/06/2015
2,517	2,300	1,146	20/06/2014	20/06/2015
2,518	20,000	9,996	20/06/2014	20/06/2015
2,520	50,000	24,996	20/06/2014	20/06/2015
2,521	2,500	2,288	20/06/2014	20/06/2015
2,522	6,000	1,998	20/06/2014	20/03/2015
2,523	1,000	498	20/06/2014	20/06/2015
2,525	6,000	3,000	20/06/2014	20/05/2015

2,526	11,600	5,796	20/06/2014	20/06/2015
2,530	16,000	7,998	23/06/2014	23/06/2015
2,531	5,600	3,427	23/06/2014	23/06/2015
2,532	5,600	2,796	23/06/2014	23/06/2015
2,533	1,000	498	23/06/2014	23/06/2015
2,534	50,000	24,996	23/06/2014	23/06/2015
2,535	10,000	4,998	23/06/2014	23/06/2015
2,536	10,000	4,998	23/06/2014	23/06/2015
2,537	6,000	3,000	23/06/2014	23/06/2015
2,538	10,000	4,998	23/06/2014	23/06/2015
2,540	5,600	3,728	24/06/2014	24/06/2015
2,541	5,000	3,520	24/06/2014	24/06/2015
2,542	3,000	1,500	24/06/2014	24/06/2015
2,543	10,000	4,998	24/06/2014	24/06/2015
2,544	2,200	1,098	24/06/2014	24/06/2015
2,545	15,000	7,500	24/06/2014	24/06/2015
2,546	20,000	9,996	25/06/2014	25/06/2015
2,550	20,000	9,996	25/06/2014	25/06/2015
2,553	10,000	4,998	26/06/2014	26/06/2015
2,556	4,500	2,250	26/06/2014	26/06/2015
2,559	50,000	24,996	27/06/2014	27/06/2015
2,560	3,100	1,548	27/06/2014	27/06/2015
2,561	12,100	6,048	27/06/2014	27/06/2015
2,564	50,000	24,996	27/06/2014	27/06/2015
2,565	3,000	1,500	27/06/2014	27/06/2015
2,566	10,000	4,998	27/06/2014	27/06/2015
2,567	20,000	9,996	27/06/2014	27/06/2015
2,568	2,500	1,001	27/06/2014	27/06/2015
2,572	3,600	1,800	30/06/2014	30/06/2015
2,573	5,000	2,496	30/06/2014	30/06/2015
2,574	2,200	1,098	30/06/2014	30/06/2015
2,575	5,000	2,496	30/06/2014	30/06/2015
2,576	10,000	4,998	30/06/2014	30/06/2015
2,577	5,600	2,791	30/06/2014	30/06/2015
2,579	2,200	1,098	30/06/2014	30/06/2015
2,580	3,000	1,500	30/06/2014	30/06/2015
2,592	10,000	4,998	03/07/2014	03/07/2015
2,593	35,000	17,496	03/07/2014	03/07/2015
2,594	1,000	498	03/07/2014	03/07/2015
2,595	1,500	1,350	03/07/2014	03/05/2015
2,596	15,000	7,500	03/07/2014	03/07/2015
2,598	6,000	3,000	03/07/2014	03/07/2015
2,599	20,000	9,996	03/07/2014	03/07/2015
2,600	5,000	3,328	03/07/2014	03/07/2015

2,601	21,500	10,746	04/07/2014	04/07/2015
2,602	4,100	1,495	04/07/2014	04/07/2015
2,603	10,000	4,998	04/07/2014	04/07/2015
2,604	7,000	3,498	04/07/2014	04/07/2015
2,605	1,200	600	04/07/2014	04/07/2015
2,609	2,000	996	07/07/2014	07/07/2015
2,610	5,200	2,598	07/07/2014	07/07/2015
2,611	15,000	7,500	07/07/2014	07/07/2015
2,613	5,600	3,247	08/07/2014	08/07/2015
2,614	16,200	9,450	08/07/2014	08/07/2015
2,615	1,000	581	08/07/2014	08/07/2015
2,618	13,000	7,581	10/07/2014	10/07/2015
2,619	2,000	1,162	10/07/2014	10/07/2015
2,621	21,000	12,250	10/07/2014	10/07/2015
2,622	10,000	5,831	10/07/2014	10/07/2015
2,623	4,500	2,541	10/07/2014	10/07/2015
2,625	5,000	2,912	11/07/2014	11/07/2015
2,626	5,600	3,262	11/07/2014	11/07/2015
2,627	10,000	5,831	11/07/2014	11/07/2015
2,628	15,000	8,750	11/07/2014	11/06/2015
2,629	30,000	17,500	11/07/2014	11/05/2015
2,640	1,000	375	15/07/2014	15/03/2015
2,641	3,000	1,750	15/07/2014	15/07/2015
2,642	50,000	29,162	15/07/2014	15/07/2015
2,643	20,000	11,611	15/07/2014	15/07/2015
2,644	10,000	5,124	15/07/2014	15/07/2015
2,646	20,000	11,662	15/07/2014	15/07/2015
2,648	3,500	2,037	16/07/2014	16/07/2015
2,650	3,500	2,037	16/07/2014	16/07/2015
2,651	3,500	2,037	16/07/2014	16/07/2015
2,652	20,000	11,662	16/07/2014	16/07/2015
2,664	3,500	2,037	18/07/2014	18/07/2015
2,665	4,000	2,331	18/07/2014	18/07/2015
2,666	5,600	3,728	18/07/2014	18/07/2015
2,667	45,000	26,323	18/07/2014	18/06/2015
2,668	20,000	11,662	18/07/2014	18/07/2015
2,669	25,000	14,011	18/07/2014	18/07/2015
2,670	20,000	11,662	18/07/2014	18/07/2015
2,671	3,000	1,750	18/07/2014	18/07/2015
2,672	3,500	2,876	18/07/2014	18/07/2015
2,692	1,500	875	23/07/2014	23/07/2015
2,693	2,000	1,162	23/07/2014	23/07/2015
2,694	2,500	1,456	23/07/2014	23/07/2015
2,695	15,500	9,037	23/07/2014	23/05/2015

2,696	20,000	11,662	23/07/2014	23/07/2015
2,697	15,000	8,750	23/07/2014	23/06/2015
2,698	30,000	17,500	23/07/2014	23/07/2015
2,700	20,000	10,169	23/07/2014	23/07/2015
2,713	9,000	5,250	25/07/2014	25/07/2015
2,714	5,500	3,206	25/07/2014	25/07/2015
2,715	3,000	500	26/07/2014	26/01/2015
2,717	10,000	6,664	27/07/2014	27/07/2015
2,720	5,000	3,328	29/07/2014	29/07/2015
2,721	50,000	30,053	29/07/2014	29/07/2015
2,722	50,000	29,162	29/07/2014	29/07/2015
2,723	20,000	11,597	29/07/2014	29/07/2015
2,724	2,000	750	29/07/2014	29/03/2015
2,725	3,500	2,037	29/07/2014	29/07/2015
2,727	2,500	1,456	29/07/2014	29/07/2015
2,728	12,000	7,005	30/07/2014	30/06/2015
2,729	1,000	155	30/07/2014	30/01/2015
2,730	20,000	11,662	30/07/2014	30/07/2015
2,731	20,000	7,500	30/07/2014	30/03/2015
2,732	20,000	10,908	30/07/2014	30/06/2015
2,734	20,000	11,662	31/07/2014	31/07/2015
2,735	15,000	8,290	31/07/2014	31/07/2015
2,736	12,000	7,000	31/07/2014	31/07/2015
2,737	20,000	6,673	31/07/2014	01/12/2014
2,738	6,000	4,500	31/07/2014	31/07/2015
2,739	2,000	1,162	31/07/2014	31/07/2015
2,740	2,500	1,456	01/08/2014	01/08/2015
2,741	40,000	23,331	01/08/2014	01/08/2015
2,742	12,000	7,000	01/08/2014	01/08/2015
2,743	6,700	6,695	02/08/2014	02/08/2015
2,744	2,000	1,162	03/08/2014	03/08/2015
2,745	22,600	13,181	03/08/2014	03/08/2015
2,746	1,000	581	04/08/2014	04/08/2015
2,747	1,000	581	04/08/2014	04/08/2015
2,748	20,000	11,662	04/08/2014	04/08/2015
2,749	9,000	5,250	04/08/2014	04/08/2015
2,750	9,000	5,250	04/08/2014	04/08/2015
2,751	6,000	3,502	04/08/2014	04/08/2015
2,752	15,000	8,750	04/08/2014	04/08/2015
2,753	20,000	11,662	04/08/2014	04/08/2015
2,754	50,000	8,262	04/08/2014	04/02/2015
2,755	10,000	5,831	04/08/2014	04/08/2015
2,756	30,000	20,000	04/08/2014	04/08/2015
2,757	5,000	4,995	05/08/2014	05/08/2015

2,758	20,000	11,662	05/08/2014	05/08/2015
2,759	8,100	4,725	05/08/2014	05/08/2015
2,760	3,000	2,000	05/08/2014	05/08/2015
2,762	1,800	1,200	05/08/2014	05/08/2015
2,763	20,000	14,994	06/08/2014	06/08/2015
2,764	8,000	4,657	06/08/2014	06/08/2015
2,765	15,000	8,750	06/08/2014	06/08/2015
2,766	20,000	11,662	06/08/2014	06/07/2015
2,767	2,500	2,080	06/08/2014	06/08/2015
2,768	1,000	581	06/08/2014	06/08/2015
2,769	14,000	13,995	07/08/2014	07/08/2015
2,770	2,600	1,339	07/08/2014	07/08/2015
2,772	20,000	11,654	07/08/2014	07/06/2015
2,773	20,000	11,662	07/08/2014	07/08/2015
2,774	30,000	16,349	07/08/2014	07/08/2015
2,775	20,000	11,647	07/08/2014	07/07/2015
2,776	30,000	16,346	07/08/2014	07/08/2015
2,777	20,000	13,323	08/08/2014	08/08/2015
2,778	8,000	3,996	08/08/2014	08/08/2015
2,779	2,000	1,328	10/08/2014	10/08/2015
2,780	3,000	2,995	11/08/2014	11/08/2015
2,781	20,000	13,328	11/08/2014	11/08/2015
2,782	30,000	20,000	11/08/2014	11/08/2015
2,783	4,600	3,059	11/08/2014	11/08/2015
2,784	3,500	2,328	11/08/2014	11/08/2015
2,785	40,000	20,000	11/08/2014	11/04/2015
2,786	3,500	2,328	11/08/2014	11/08/2015
2,790	4,000	2,664	13/08/2014	13/08/2015
2,791	9,800	6,528	13/08/2014	13/08/2015
2,793	20,000	13,328	13/08/2014	13/08/2015
2,795	20,000	13,328	13/08/2014	13/08/2015
2,796	15,000	9,690	13/08/2014	13/08/2015
2,797	1,800	1,080	13/08/2014	13/06/2015
2,799	4,000	3,663	13/08/2014	13/08/2015
2,800	5,600	3,701	13/08/2014	13/08/2015
2,801	5,200	3,464	13/08/2014	13/08/2015
2,803	8,000	2,666	13/08/2014	13/02/2015
2,804	3,500	2,328	13/08/2014	13/08/2015
2,812	3,500	2,328	15/08/2014	15/08/2015
2,813	2,000	1,328	15/08/2014	15/08/2015
2,814	10,000	6,664	15/08/2014	15/08/2015
2,815	20,000	13,328	15/08/2014	15/08/2015
2,816	2,200	1,098	15/08/2014	15/08/2015
2,817	3,500	2,328	15/08/2014	15/08/2015

2,818	5,000	3,328	15/08/2014	15/08/2015
2,819	15,000	12,383	15/08/2014	15/08/2015
2,823	12,000	8,000	17/08/2014	17/08/2015
2,824	1,000	664	18/08/2014	18/08/2015
2,825	2,200	1,464	18/08/2014	18/08/2015
2,826	3,000	2,000	18/08/2014	18/08/2015
2,827	5,500	3,664	18/08/2014	18/08/2015
2,828	20,000	13,328	18/08/2014	18/08/2015
2,829	20,000	13,328	18/08/2014	18/08/2015
2,831	7,000	4,664	18/08/2014	18/08/2015
2,833	18,000	12,005	19/08/2014	19/07/2015
2,834	14,000	2,759	19/08/2014	19/08/2015
2,835	35,000	23,260	19/08/2014	19/08/2015
2,836	5,000	3,328	19/08/2014	19/08/2015
2,838	5,000	3,178	19/08/2014	19/07/2015
2,842	5,000	3,328	20/08/2014	20/08/2015
2,844	2,700	1,575	20/08/2014	20/08/2015
2,845	5,000	2,912	20/08/2014	20/08/2015
2,846	7,000	4,664	20/08/2014	20/08/2015
2,847	25,000	16,664	20/08/2014	20/08/2015
2,848	20,000	12,929	21/08/2014	21/08/2015
2,849	10,000	7,089	21/08/2014	21/08/2015
2,850	24,000	18,000	21/08/2014	21/08/2015
2,851	20,000	13,328	21/08/2014	21/08/2015
2,852	40,000	26,664	21/08/2014	21/08/2015
2,853	30,000	20,000	21/08/2014	21/08/2015
2,855	20,000	13,328	22/08/2014	22/08/2015
2,856	20,000	13,328	22/08/2014	22/08/2015
2,858	5,000	3,328	22/08/2014	22/08/2015
2,859	20,000	13,328	22/08/2014	22/08/2015
2,860	15,000	8,750	22/08/2014	22/08/2015
2,862	5,000	3,000	23/08/2014	23/06/2015
2,863	1,000	664	24/08/2014	24/08/2015
2,867	2,000	1,328	24/08/2014	24/08/2015
2,868	2,500	1,664	25/08/2014	25/08/2015
2,869	35,000	23,328	25/08/2014	25/08/2015
2,873	11,000	8,244	27/08/2014	27/08/2015
2,874	3,300	2,200	27/08/2014	27/08/2015
2,875	10,000	6,664	27/08/2014	27/08/2015
2,876	1,300	864	27/08/2014	27/08/2015
2,877	3,000	2,000	27/08/2014	27/08/2015
2,878	20,000	18,750	27/08/2014	27/06/2015
2,881	6,500	4,328	28/08/2014	28/08/2015
2,882	20,000	13,281	28/08/2014	28/08/2015

2,883	10,000	6,664	28/08/2014	28/08/2015
2,885	15,000	11,250	28/08/2014	28/08/2015
2,886	6,500	4,328	28/08/2014	28/08/2015
2,887	3,500	2,328	28/08/2014	28/08/2015
2,888	2,400	1,600	29/08/2014	29/08/2015
2,889	4,000	2,314	29/08/2014	29/08/2015
2,890	2,600	1,728	29/08/2014	29/08/2015
2,891	10,000	7,497	29/08/2014	29/08/2015
2,892	5,400	3,600	29/08/2014	29/08/2015
2,895	3,000	2,000	29/08/2014	29/08/2015
2,896	2,700	1,800	29/08/2014	29/08/2015
2,897	15,000	9,954	29/08/2014	29/08/2015
2,899	5,600	4,194	31/08/2014	31/08/2015
2,901	35,000	26,244	01/09/2014	01/09/2015
2,902	2,000	1,328	01/09/2014	01/09/2015
2,903	6,000	5,030	01/09/2014	01/09/2015
2,904	15,000	10,000	01/09/2014	01/09/2015
2,905	15,000	10,000	01/09/2014	01/09/2015
2,906	7,500	5,000	01/09/2014	01/09/2015
2,907	2,100	997	01/09/2014	01/06/2015
2,910	5,500	3,664	02/09/2014	02/09/2015
2,911	20,000	13,328	02/09/2014	02/09/2015
2,912	2,000	1,328	02/09/2014	02/09/2015
2,913	15,000	10,000	02/09/2014	02/09/2015
2,914	3,500	2,328	02/09/2014	02/09/2015
2,917	10,000	6,664	02/09/2014	02/09/2015
2,918	10,000	6,664	02/09/2014	02/09/2015
2,919	20,000	13,328	03/09/2014	03/09/2015
2,920	5,000	3,328	03/09/2014	03/09/2015
2,921	31,500	21,000	03/09/2014	03/09/2015
2,922	20,000	13,328	03/09/2014	03/09/2015
2,924	35,000	23,328	03/09/2014	03/09/2015
2,925	8,400	5,600	03/09/2014	03/09/2015
2,926	20,000	13,328	04/09/2014	04/09/2015
2,927	12,500	4,166	04/09/2014	04/03/2015
2,928	10,000	7,497	04/09/2014	04/09/2015
2,929	10,000	6,664	04/09/2014	04/09/2015
2,930	6,000	4,000	05/09/2014	05/09/2015
2,931	4,000	2,664	05/09/2014	05/09/2015
2,932	13,000	9,747	05/09/2014	05/09/2015
2,933	11,000	7,328	05/09/2014	05/09/2015
2,934	15,000	10,000	05/09/2014	05/09/2015
2,935	10,000	6,664	05/09/2014	05/09/2015
2,936	5,400	3,600	07/09/2014	07/09/2015

2,938	11,000	8,244	08/09/2014	08/09/2015
2,939	4,000	2,664	08/09/2014	08/09/2015
2,940	20,000	14,994	08/09/2014	08/09/2015
2,941	5,000	3,744	08/09/2014	08/09/2015
2,942	2,500	1,872	08/09/2014	08/09/2015
2,943	10,000	6,650	08/09/2014	08/09/2015
2,944	10,000	4,552	08/09/2014	08/03/2015
2,945	20,000	14,994	08/09/2014	08/09/2015
2,946	4,000	2,445	08/09/2014	08/04/2015
2,948	1,000	307	09/09/2014	09/03/2015
2,949	18,000	13,500	09/09/2014	09/09/2015
2,950	5,000	4,995	09/09/2014	09/09/2015
2,951	12,500	9,369	09/09/2014	09/09/2015
2,953	11,000	8,244	09/09/2014	09/09/2015
2,954	15,000	11,250	09/09/2014	09/09/2015
2,955	50,000	37,494	09/09/2014	09/09/2015
2,957	3,500	2,328	09/09/2014	09/09/2015
2,958	1,000	747	10/09/2014	10/09/2015
2,959	30,000	22,500	10/09/2014	10/09/2015
2,960	5,000	2,499	10/09/2014	10/03/2015
2,961	35,000	26,244	10/09/2014	10/09/2015
2,962	10,000	7,497	10/09/2014	10/09/2015
2,963	15,000	11,250	10/09/2014	10/09/2015
2,964	10,000	7,497	10/09/2014	10/09/2015
2,965	15,000	11,250	10/09/2014	10/09/2015
2,966	5,000	3,744	10/09/2014	10/09/2015
2,968	10,000	7,603	10/09/2014	10/08/2015
2,969	2,000	1,494	11/09/2014	11/09/2015
2,970	2,500	400	11/09/2014	11/03/2015
2,971	10,000	7,497	11/09/2014	11/09/2015
2,972	50,000	37,494	11/09/2014	11/09/2015
2,973	1,000	747	11/09/2014	11/09/2015
2,974	5,000	3,744	11/09/2014	11/09/2015
2,975	1,000	747	11/09/2014	11/09/2015
2,976	20,000	14,932	12/09/2014	12/09/2015
2,977	4,000	2,997	12/09/2014	12/09/2015
2,978	8,000	5,994	12/09/2014	12/09/2015
2,979	2,500	1,872	12/09/2014	12/09/2015
2,980	11,000	8,244	15/09/2014	15/09/2015
2,981	15,000	11,250	15/09/2014	15/09/2015
2,982	20,000	14,994	15/09/2014	15/09/2015
2,983	12,000	9,000	15/09/2014	15/09/2015
2,985	8,000	5,994	16/09/2014	16/09/2015
2,987	11,000	8,244	16/09/2014	16/09/2015

2,988	6,500	4,869	16/09/2014	16/09/2015
2,989	1,500	1,125	16/09/2014	16/09/2015
2,990	11,000	8,244	17/09/2014	17/09/2015
2,992	15,000	11,250	17/09/2014	17/09/2015
2,993	3,000	1,500	17/09/2014	17/03/2015
2,996	2,200	1,647	17/09/2014	17/09/2015
2,997	5,000	3,744	17/09/2014	17/09/2015
2,998	2,500	1,872	17/09/2014	17/09/2015
2,999	5,000	3,744	18/09/2014	18/09/2015
3,001	10,800	8,100	18/09/2014	18/09/2015
3,003	8,000	5,994	18/09/2014	18/09/2015
3,004	5,000	3,570	18/09/2014	18/09/2015
3,005	3,000	2,250	19/09/2014	19/09/2015
3,006	10,600	7,947	19/09/2014	19/09/2015
3,007	8,700	8,175	19/09/2014	19/09/2015
3,008	42,100	2,359	19/09/2014	19/09/2015
3,025	20,000	14,994	24/09/2014	24/09/2015
3,027	10,500	7,875	24/09/2014	24/09/2015
3,029	20,000	15,005	24/09/2014	24/09/2015
3,030	11,000	8,244	24/09/2014	24/09/2015
3,031	8,000	6,007	25/09/2014	25/08/2015
3,032	20,000	15,098	25/09/2014	25/09/2015
3,033	10,000	7,497	25/09/2014	25/09/2015
3,034	5,600	4,194	25/09/2014	25/09/2015
3,035	7,500	5,646	25/09/2014	25/09/2015
3,036	8,000	5,994	25/09/2014	25/09/2015
3,037	2,800	2,097	25/09/2014	25/09/2015
3,038	8,000	5,656	25/09/2014	25/09/2015
3,039	15,000	11,250	26/09/2014	26/09/2015
3,040	50,000	37,494	26/09/2014	26/09/2015
3,041	2,000	1,132	26/09/2014	26/09/2015
3,051	50,000	37,494	30/09/2014	30/09/2015
3,052	30,000	25,000	30/09/2014	30/09/2015
3,053	13,000	9,747	30/09/2014	30/09/2015
3,054	3,200	2,394	30/09/2014	30/09/2015
3,055	20,000	14,994	30/09/2014	30/09/2015
3,056	10,000	7,497	30/09/2014	30/09/2015
3,058	18,000	13,500	30/09/2014	30/09/2015
3,060	5,000	4,536	30/09/2014	30/09/2015
3,061	5,000	3,744	30/09/2014	30/09/2015
3,062	11,200	8,397	30/09/2014	30/09/2015
3,063	3,000	2,255	30/09/2014	30/09/2015
3,066	15,000	3,750	01/10/2014	01/02/2015
3,067	6,000	2,400	01/10/2014	01/03/2015

3,068	4,000	2,997	01/10/2014	01/10/2015
3,069	13,100	9,819	01/10/2014	01/10/2015
3,070	2,000	839	01/10/2014	01/10/2015
3,071	20,000	14,994	01/10/2014	01/10/2015
3,072	11,600	8,694	01/10/2014	01/10/2015
3,073	6,100	4,572	01/10/2014	01/10/2015
3,074	15,500	11,619	01/10/2014	01/10/2015
3,075	10,000	7,497	01/10/2014	01/10/2015
3,076	10,000	5,831	01/10/2014	01/10/2015
3,077	2,100	1,575	01/10/2014	01/10/2015
3,079	10,900	8,172	02/10/2014	02/10/2015
3,080	10,200	7,650	02/10/2014	02/10/2015
3,081	16,400	12,294	02/10/2014	02/10/2015
3,082	3,000	2,250	02/10/2014	02/10/2015
3,083	20,000	14,994	02/10/2014	02/10/2015
3,084	15,000	11,250	02/10/2014	02/10/2015
3,085	20,000	14,994	02/10/2014	02/10/2015
3,086	10,600	7,947	02/10/2014	02/10/2015
3,087	15,000	11,250	03/10/2014	03/10/2015
3,088	10,900	8,172	03/10/2014	03/10/2015
3,089	10,000	7,497	03/10/2014	03/10/2015
3,100	10,100	7,569	07/10/2014	07/10/2015
3,101	35,000	26,201	07/10/2014	07/10/2015
3,102	26,000	19,494	07/10/2014	07/10/2015
3,103	50,000	37,494	07/10/2014	07/10/2015
3,104	5,000	4,160	07/10/2014	07/10/2015
3,105	2,500	1,872	07/10/2014	07/10/2015
3,106	5,000	4,160	07/10/2014	07/10/2015
3,108	10,000	7,497	07/10/2014	07/10/2015
3,109	2,500	1,872	07/10/2014	07/10/2015
3,126	3,000	2,500	10/10/2014	10/10/2015
3,127	45,000	33,745	10/10/2014	10/05/2015
3,128	20,000	16,660	10/10/2014	10/10/2015
3,129	8,900	7,410	10/10/2014	10/10/2015
3,130	20,000	16,660	10/10/2014	10/10/2015
3,132	11,200	9,330	10/10/2014	10/10/2015
3,133	2,500	2,080	10/10/2014	10/10/2015
3,136	11,400	8,550	13/10/2014	13/10/2015
3,137	3,000	2,500	13/10/2014	13/10/2015
3,138	20,000	16,660	13/10/2014	13/10/2015
3,140	30,000	15,000	13/10/2014	13/02/2015
3,141	7,000	5,830	13/10/2014	13/10/2015
3,142	2,500	2,080	13/10/2014	13/10/2015
3,143	2,000	1,660	13/10/2014	13/10/2015

3,144	20,000	15,445	13/10/2014	13/10/2015
3,145	3,500	2,910	13/10/2014	13/10/2015
3,146	5,000	4,160	13/10/2014	13/10/2015
3,148	10,000	8,330	13/10/2014	13/10/2015
3,149	15,000	12,500	13/10/2014	13/10/2015
3,150	12,000	10,000	14/10/2014	14/10/2015
3,151	20,000	16,639	14/10/2014	14/10/2015
3,152	20,000	16,608	14/10/2014	14/10/2015
3,153	2,200	1,830	14/10/2014	14/10/2015
3,156	12,000	5,742	15/10/2014	15/10/2015
3,157	50,000	41,660	15/10/2014	15/10/2015
3,158	15,000	12,500	15/10/2014	15/10/2015
3,159	50,000	41,660	15/10/2014	15/10/2015
3,160	20,000	16,660	15/10/2014	15/10/2015
3,161	20,000	16,660	15/10/2014	15/10/2015
3,162	10,000	8,330	15/10/2014	15/10/2015
3,164	3,000	2,500	16/10/2014	16/10/2015
3,165	31,600	28,963	16/10/2014	16/10/2015
3,166	10,800	9,902	16/10/2014	16/09/2015
3,167	8,000	6,660	16/10/2014	16/10/2015
3,168	50,000	41,570	17/10/2014	17/10/2015
3,169	7,700	6,160	17/10/2014	17/08/2015
3,170	10,700	8,910	17/10/2014	17/10/2015
3,171	1,200	1,000	17/10/2014	17/10/2015
3,172	6,000	5,000	17/10/2014	17/10/2015
3,173	10,000	7,922	17/10/2014	17/10/2015
3,175	2,500	2,080	19/10/2014	19/10/2015
3,178	20,000	16,660	21/10/2014	21/10/2015
3,179	3,300	2,750	21/10/2014	21/10/2015
3,180	3,500	2,332	21/10/2014	21/04/2015
3,181	8,500	7,080	21/10/2014	21/10/2015
3,182	2,000	1,494	21/10/2014	21/10/2015
3,183	27,000	22,555	21/10/2014	21/08/2015
3,184	15,000	12,500	21/10/2014	21/10/2015
3,185	11,000	9,160	22/10/2014	22/10/2015
3,186	10,000	8,330	22/10/2014	22/10/2015
3,187	5,000	4,160	22/10/2014	22/10/2015
3,188	20,000	16,660	22/10/2014	22/10/2015
3,189	8,000	5,848	22/10/2014	22/10/2015
3,190	2,500	2,080	22/10/2014	22/10/2015
3,192	20,000	16,660	22/10/2014	22/10/2015
3,193	20,000	16,660	22/10/2014	22/10/2015
3,194	3,600	3,000	23/10/2014	23/10/2015
3,195	6,300	5,250	23/10/2014	23/10/2015

3,196	10,000	8,330	23/10/2014	23/10/2015
3,198	10,000	6,000	23/10/2014	23/03/2015
3,199	10,000	8,330	23/10/2014	23/10/2015
3,200	4,500	3,750	23/10/2014	23/10/2015
3,201	15,500	12,910	23/10/2014	23/10/2015
3,205	2,500	2,080	23/10/2014	23/10/2015
3,206	10,000	7,497	24/10/2014	24/10/2015
3,207	1,500	1,224	24/10/2014	24/09/2015
3,208	10,900	9,080	24/10/2014	24/10/2015
3,210	10,000	8,330	27/10/2014	27/10/2015
3,211	2,200	1,858	27/10/2014	27/10/2015
3,213	10,000	8,330	27/10/2014	27/10/2015
3,215	10,000	8,330	27/10/2014	27/10/2015
3,216	20,000	16,660	27/10/2014	27/10/2015
3,217	2,500	1,487	27/10/2014	27/10/2015
3,218	20,000	16,617	27/10/2014	27/10/2015
3,219	2,500	2,080	27/10/2014	27/10/2015
3,220	20,000	16,660	28/10/2014	28/10/2015
3,221	10,900	9,080	28/10/2014	28/10/2015
3,222	20,000	16,607	28/10/2014	28/10/2015
3,223	24,000	20,000	28/10/2014	28/10/2015
3,224	30,000	25,000	28/10/2014	28/10/2015
3,225	10,000	8,330	28/10/2014	28/10/2015
3,228	6,600	5,500	29/10/2014	29/10/2015
3,229	11,000	9,160	29/10/2014	29/10/2015
3,230	5,600	4,660	29/10/2014	29/10/2015
3,232	15,000	12,500	29/10/2014	29/10/2015
3,233	31,600	26,176	29/10/2014	29/09/2015
3,235	33,000	27,375	29/10/2014	29/10/2015
3,236	5,500	4,580	29/10/2014	29/10/2015
3,239	2,500	2,080	29/10/2014	29/10/2015
3,248	20,000	6,666	31/10/2014	31/01/2015
3,249	4,000	3,330	31/10/2014	31/10/2015
3,250	4,000	3,330	31/10/2014	31/10/2015
3,252	20,000	16,660	31/10/2014	31/10/2015
3,253	10,000	8,330	31/10/2014	31/10/2015
3,254	8,000	6,660	31/10/2014	31/10/2015
3,255	2,800	2,563	01/11/2014	01/11/2015
3,256	2,300	766	01/11/2014	01/02/2015
3,257	1,000	830	02/11/2014	02/11/2015
3,258	15,000	12,500	03/11/2014	03/11/2015
3,259	10,000	8,330	03/11/2014	03/11/2015
3,260	10,900	9,988	03/11/2014	03/11/2015
3,263	20,000	16,660	03/11/2014	03/11/2015

3,264	10,800	9,000	03/11/2014	03/11/2015
3,265	8,500	7,080	04/11/2014	04/11/2015
3,266	3,000	2,500	04/11/2014	04/11/2015
3,267	15,000	12,500	04/11/2014	04/11/2015
3,269	20,000	18,326	04/11/2014	04/11/2015
3,270	5,500	4,580	04/11/2014	04/11/2015
3,271	10,000	8,330	04/11/2014	04/11/2015
3,272	8,000	6,660	04/11/2014	04/11/2015
3,273	20,000	18,326	05/11/2014	05/11/2015
3,274	9,000	7,500	05/11/2014	05/11/2015
3,275	2,000	2,000	05/11/2014	05/11/2015
3,276	16,000	12,909	05/11/2014	05/11/2015
3,277	8,900	7,410	05/11/2014	05/11/2015
3,278	5,500	4,580	05/11/2014	05/11/2015
3,280	20,000	16,610	06/11/2014	06/11/2015
3,281	6,700	5,580	06/11/2014	06/11/2015
3,282	30,000	25,000	06/11/2014	06/11/2015
3,283	10,900	9,988	06/11/2014	06/11/2015
3,284	10,000	8,330	06/11/2014	06/11/2015
3,286	16,000	13,330	06/11/2014	06/11/2015
3,287	10,900	9,080	06/11/2014	06/11/2015
3,289	10,000	8,330	06/11/2014	06/11/2015
3,290	5,600	4,660	06/11/2014	06/11/2015
3,291	6,000	5,000	07/11/2014	07/11/2015
3,292	5,400	4,500	07/11/2014	07/11/2015
3,293	15,000	13,750	07/11/2014	07/11/2015
3,294	10,800	9,900	07/11/2014	07/11/2015
3,295	20,000	16,660	07/11/2014	07/11/2015
3,296	5,000	4,160	07/11/2014	07/11/2015
3,297	1,000	630	09/11/2014	09/05/2015
3,307	10,000	9,163	11/11/2014	11/11/2015
3,308	6,000	5,702	11/11/2014	11/03/2015
3,309	3,500	3,495	11/11/2014	11/11/2015
3,310	20,000	18,326	11/11/2014	11/11/2015
3,311	10,000	8,330	11/11/2014	11/05/2015
3,312	15,000	13,750	11/11/2014	11/11/2015
3,313	20,000	18,326	11/11/2014	11/11/2015
3,314	22,000	20,163	11/11/2014	11/11/2015
3,315	3,400	3,113	11/11/2014	11/11/2015
3,316	10,000	9,163	11/11/2014	11/11/2015
3,318	5,600	4,789	12/11/2014	12/11/2015
3,319	2,500	2,288	12/11/2014	12/11/2015
3,320	10,000	9,163	12/11/2014	12/11/2015
3,322	15,000	13,500	12/11/2014	12/09/2015

3,323	17,000	15,576	12/11/2014	12/11/2015
3,324	15,000	13,750	13/11/2014	13/11/2015
3,325	5,000	4,576	13/11/2014	13/11/2015
3,326	15,000	13,750	13/11/2014	13/11/2015
3,327	5,000	4,576	13/11/2014	13/11/2015
3,328	5,000	4,500	13/11/2014	13/09/2015
3,329	20,000	18,326	13/11/2014	13/11/2015
3,331	10,000	9,163	14/11/2014	14/11/2015
3,332	1,000	830	14/11/2014	14/05/2015
3,333	6,000	5,000	14/11/2014	14/05/2015
3,334	7,500	6,875	14/11/2014	14/11/2015
3,335	20,000	18,326	14/11/2014	14/11/2015
3,336	3,400	3,113	14/11/2014	14/11/2015
3,337	33,000	30,250	16/11/2014	16/11/2015
3,338	5,000	4,576	17/11/2014	17/11/2015
3,340	8,000	7,326	17/11/2014	17/11/2015
3,341	20,000	18,326	17/11/2014	17/11/2015
3,342	3,400	3,113	17/11/2014	17/11/2015
3,343	5,000	3,196	17/11/2014	17/02/2015
3,344	50,000	33,332	17/11/2014	17/02/2015
3,345	1,500	1,375	17/11/2014	17/11/2015
3,346	1,200	800	17/11/2014	17/02/2015
3,347	5,300	4,851	17/11/2014	17/11/2015
3,350	1,000	830	19/11/2014	19/11/2015
3,351	10,600	9,094	19/11/2014	19/11/2015
3,352	1,500	1,375	19/11/2014	19/11/2015
3,353	20,000	18,326	19/11/2014	19/11/2015
3,354	10,800	9,900	19/11/2014	19/11/2015
3,355	3,500	3,201	19/11/2014	19/11/2015
3,357	20,000	18,326	19/11/2014	19/11/2015
3,358	20,000	18,326	20/11/2014	20/11/2015
3,359	15,000	13,750	20/11/2014	20/11/2015
3,360	13,000	11,913	20/11/2014	20/11/2015
3,361	20,000	18,326	20/11/2014	20/11/2015
3,363	20,000	18,326	20/11/2014	20/11/2015
3,364	5,000	4,576	20/11/2014	20/11/2015
3,365	2,500	2,290	21/11/2014	21/10/2015
3,366	1,500	1,125	21/11/2014	21/11/2015
3,367	53,000	48,454	21/11/2014	21/11/2015
3,368	10,000	9,163	21/11/2014	21/11/2015
3,370	16,000	14,841	21/11/2014	21/11/2015
3,371	15,000	13,750	21/11/2014	21/11/2015
3,372	3,400	3,113	21/11/2014	21/11/2015
3,373	15,000	13,750	21/11/2014	21/11/2015

3,374	10,800	9,900	21/11/2014	21/11/2015
3,376	5,000	4,995	24/11/2014	24/11/2015
3,377	6,400	5,330	24/11/2014	24/05/2015
3,378	6,000	5,500	24/11/2014	24/11/2015
3,379	6,000	4,950	24/11/2014	24/05/2015
3,380	3,400	3,113	24/11/2014	24/11/2015
3,381	5,600	5,126	24/11/2014	24/11/2015
3,382	3,500	3,201	24/11/2014	24/11/2015
3,386	25,000	22,943	25/11/2014	25/11/2015
3,387	2,700	2,470	25/11/2014	25/11/2015
3,388	40,000	36,663	25/11/2014	25/11/2015
3,389	5,600	5,126	25/11/2014	25/11/2015
3,390	26,000	23,800	25/11/2014	25/11/2015
3,391	9,000	8,250	26/11/2014	26/11/2015
3,392	2,600	2,376	26/11/2014	26/11/2015
3,393	50,000	45,987	26/11/2014	26/11/2015
3,394	1,000	913	26/11/2014	26/11/2015
3,395	7,500	6,875	26/11/2014	26/11/2015
3,396	20,000	13,307	26/11/2014	26/02/2015
3,402	6,000	5,500	28/11/2014	28/11/2015
3,403	1,500	1,375	28/11/2014	28/11/2015
3,404	10,000	9,163	28/11/2014	28/11/2015
3,405	1,200	1,100	28/11/2014	28/11/2015
3,409	15,000	13,750	01/12/2014	01/12/2015
3,410	10,000	9,163	01/12/2014	01/12/2015
3,411	20,000	18,326	01/12/2014	01/12/2015
3,412	12,000	12,000	01/12/2014	01/06/2015
3,413	4,000	3,500	01/12/2014	01/08/2015
3,414	5,000	3,332	01/12/2014	01/03/2015
3,415	5,000	4,576	01/12/2014	01/12/2015
3,416	5,600	5,600	01/12/2014	01/06/2015
3,417	10,000	9,163	01/12/2014	01/12/2015
3,418	8,500	7,788	01/12/2014	01/12/2015
3,419	5,000	4,576	01/12/2014	01/12/2015
3,438	7,500	6,875	04/12/2014	04/12/2015
3,442	7,000	6,413	04/12/2014	04/12/2015
3,443	4,000	3,663	04/12/2014	04/12/2015
3,444	3,000	2,995	04/12/2014	04/06/2015
3,445	5,600	5,600	04/12/2014	04/10/2015
3,446	2,800	2,563	04/12/2014	04/12/2015
3,456	16,000	15,995	08/12/2014	08/12/2015
3,457	20,000	20,000	08/12/2014	08/12/2015
3,458	15,000	13,750	08/12/2014	08/12/2015
3,459	15,000	14,995	08/12/2014	08/12/2015

3,460	5,600	5,595	08/12/2014	08/12/2015
3,461	40,000	39,995	09/12/2014	09/12/2015
3,462	5,000	5,000	09/12/2014	09/05/2015
3,463	20,000	18,326	09/12/2014	09/12/2015
3,464	9,400	9,395	09/12/2014	09/12/2015
3,465	10,000	9,995	09/12/2014	09/12/2015
3,466	3,700	3,388	09/12/2014	09/12/2015
3,467	30,000	29,995	09/12/2014	09/12/2015
3,468	2,500	2,288	10/12/2014	10/12/2015
3,469	16,500	16,500	10/12/2014	10/12/2015
3,470	20,000	19,995	10/12/2014	10/12/2015
3,471	5,400	5,395	10/12/2014	10/12/2015
3,472	21,500	21,495	10/12/2014	10/12/2015
3,478	10,000	10,000	12/12/2014	12/10/2015
3,479	10,000	10,000	12/12/2014	12/12/2015
3,480	20,000	19,995	12/12/2014	12/12/2015
3,481	10,000	9,643	12/12/2014	12/12/2015
3,482	30,000	30,000	12/12/2014	12/04/2015
3,484	5,000	4,995	12/12/2014	12/12/2015
Total	10,061,500	6,616,685		

SIGNATORIES TO THE SECURITY AGREEMENT

The Chargor

EXECUTED as a **DEED**)
by ORANGE MONEY LIMITED)
acting by Sharon Perlstein

Director 

in the presence of:

Yaron Shoshani
Signature of witness

Yaron Shoshani
Name of witness

NACHAL GATON, 33, Modiin, Israel
Address of witness

CTO EZBOB
Occupation of witness

The Lender

EDF Sky EuroCore S à r l

By:



Name:

Title

Szymon Dec
Director