# Security Regulations (SR)



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The Board of directors of the DIFC, in the exercise of the powers conferred on them by Article 44 of the Law of Security, hereby make these Regulations.

#### 1. INTRODUCTION

#### 1.1 Application and Interpretation

- 1.1.1 These Regulations (SR) apply to any person to whom the Law applies.
- 1.1.2 Defined terms are identified throughout these Regulations by the capitalisation of the initial letter of a word or phrase. Where capitalisation of the initial letter is not used, an expression has its natural meaning, subject to Regulation 1.1.4.
- 1.1.3 The following defined terms have the meaning given below:

| Term                   | Definition  |
|------------------------|---|
| Account Holder         | <ul> <li>(a) with respect to an Investment Intermediary, a person in whose name the Investment Intermediary maintains an Investment account; and</li> <li>(b) with respect to a commodity broker, a person in whose name the commodity broker maintains a commodity account,</li> </ul> |
|                        | whether that person is acting for his own account or for others (including in the capacity of Investment Intermediary or commodity broker)  |
| Approved Form          | has the meaning set out in Regulation 3.3.2   |
| Equivalent Investments | Investments (or Investment entitlements to Investments) of the same issuer or debtor, forming part of the same issue or class and of the same nominal amount, currency and description  |
| Filing                 | a filing made or to be made with the Registrar  |
| Financial Collateral   | has the meaning set out in Regulation 2.2.1   |
| Insolvency Proceedings | insolvency proceedings under the Insolvency Law, or any analogous proceedings in any other jurisdiction   |
| Intermediary           | an Investment intermediary or commodity broker 3  |
| Investment             | has the meaning set out in the Markets Law  |



| Markets Law                      | the Markets Law 2004  |
|----------------------------------|---|
| Money                            | money or a money claim (including a balance credited to an account or arising in connection with a close out netting arrangement) in any currency                 |
| Redelivery Obligation            | has the meaning set out in Regulation 2.11.4  |
| Regulations                      | these Security Regulations  |
| Relevant Intermediary            | with respect to an Account Holder, an Investment Intermediary or commodity broker who maintains an Investment account or commodity account for the Account Holder |
| Right of Use                     | the right to use or dispose of collateral or interests in collateral  |
| Title Transfer Security Interest | a security interest pursuant to which title in Financial Collateral passes to the secured party   |

1.1.4 All other defined terms have the same meaning they have under the Security Law except where the context otherwise requires.

### 1.2 References to writing

- 1.2.1 If a provision in these Regulations refers to a communication, notice, agreement of other document 'in writing' then, unless the contrary intention appears, it means in legible form and capable of being reproduced on paper, irrespective of the medium used. Expressions related to writing must be interpreted accordingly.
- 1.2.2 Regulation 1.2.1 does not affect any other legal requirements which may apply in relation to the form or manner of executing a document or agreement.



#### 1.3 General Interpretative Provisions

- 1.3.1 Where reference is made in the Regulations to a statutory provision, it is a reference to the provision as amended, and includes a reference to that provision as extended or applied by or under any other provision, unless the contrary intention appears.
- 1.3.2 Unless the contrary intention appears:
  - (a) words in the Regulations importing the masculine gender include the feminine and words importing the feminine gender include the masculine;
  - (b) words in the Regulations in the singular include the plural and words in the plural include the singular; and
  - (c) references to Chapters, Sections, Regulations or Appendices are to Chapters, Sections, Regulations or Appendices of these Regulations.



#### 2. FINANCIAL COLLATERAL

#### 2.1 Application

2.1.1 This Chapter 2 applies in respect of a security interest in Financial Collateral.

#### 2.2 Financial Collateral

#### 2.2.1 Financial Collateral is:

- (a) financial property held in an Investment account (including any Redelivery Obligation arising in accordance with Section 2.11); and
- (b) Money held in an Investment account or a Money claim of, or against, an Intermediary.

# 2.3 Modification of the application of the Security Law with respect to Financial Collateral

- 2.3.1 The application of the Law in relation to Financial Collateral is subject to this Section 2 of these Regulations.
- 2.3.2 Attachment, perfection and enforcement of a security interest in financial property may not occur other than in accordance with these Regulations.
- 2.3.3 This Section 2.3 is without prejudice to the attachment, perfection or enforcement of a security interest in Money made otherwise than under these Regulations, subject to Section 2.10 (priority).



#### 2.4 No formal act required

2.4.1 Other than as set out in these Regulations or as agreed between the debtor and the secured party, no formal act shall be necessary to the attachment, perfection or enforcement of a security interest in Financial Collateral.

#### 2.5 Scope of security interest in Financial Collateral

2.5.1 A security interest may be granted in terms such that it extends to all financial property and Money from time to time standing to the credit of one or more accounts or to a specified category, quantity, proportion or value of such financial property and Money. Such a security interest is effective without the need for further identification of particular financial property or Money.

#### 2.6 Title transfer

- 2.6.1 A security agreement may provide for the secured party to take title to some or all of the Financial Collateral.
- 2.6.2 A Title Transfer Security Interest in Financial Collateral takes effect in accordance with its terms.

#### 2.7 Attachment of security interest in Financial Collateral

- 2.7.1 A security interest in Financial Collateral attaches in accordance with Article 11(1) of the Law.
- 2.7.2 Notwithstanding Article 11(2) of the Law, a security interest in Financial Collateral is enforceable if:
  - (a) the debtor has transfer authority with respect to the Financial Collateral; and
  - (b) the secured party has control of the Financial Collateral pursuant to a security agreement.

#### 2.8 Perfection

- 2.8.1 A security interest in Financial Collateral is:
  - (a) perfected upon attachment; and
  - (b) remains perfected until the earliest of:
    - (i) termination of the security agreement;
    - (ii) the secured party ceasing to have control over the Financial Collateral; and
    - (iii) enforcement.



#### 2.9 Interests in Financial Collateral that take free of a security interest

- 2.9.1 A secured party taking a security interest in Financial Collateral under these Regulations (whether or not by way of title transfer) takes free of a pre-existing security interest in the collateral, even if the pre-existing security interest is perfected and the secured party knows of its existence.
- 2.9.2 Regulation 2.9.1 is without prejudice to any rights of the secured party under the pre-existing security interest against the debtor (including without limitation in the proceeds of the Financial Collateral received by the debtor).

#### 2.10 Priority of interests in Financial Collateral

- 2.10.1 The following rules determine priority between conflicting security interests in the same Financial Collateral:
  - (a) a Title Transfer Security Interest in Financial Collateral has priority over a conflicting security interest in the Financial Collateral; and
  - (b) subject to paragraph (a) and Regulation 2.10.2, priority of any other security interest in Financial Collateral:
    - (i) which is financial property, shall be determined in accordance with Article 29 of the Law; and
    - (ii) which is Money, shall be determined in accordance with Article 28 of the Law as if the Money were a deposit account and the Investment Intermediary a bank.
- 2.10.2 Notwithstanding Regulation 2.10.1, a security interest pursuant to which the secured party has obtained control by way of agreement from the Relevant Intermediary to comply with the instructions of the secured party has priority over a subsequent security interest in favour of the Relevant Intermediary.

# 2.11 Rights of Use of a secured party in Financial Collateral; obligation to return equivalent assets

- 2.11.1 A security agreement may provide for the secured party to have a Right of Use in respect of Investments or Investment entitlements.
- 2.11.2 A secured party has control of Financial Collateral notwithstanding its exercise of a Right of Use.
- 2.11.3 Where a secured party:
  - (a) has transferred to it title to Investments or Investment entitlements under a Title Transfer Security Interest; or
  - (b) exercises a Right of Use in respect of Investments or Investment entitlements



then subject to the terms of the security agreement, it thereby incurs an obligation to replace the collateral originally transferred by transferring to the debtor Equivalent Investments not later than the discharge of the secured obligations.

- 2.11.4 An obligation to transfer Equivalent Investments under Regulation 2.11.3 is a "redelivery obligation".
- 2.11.5 The exercise of a Right of Use shall not render invalid or unenforceable any right of the secured party under the relevant security agreement.

#### 2.12 Enforcement

- 2.12.1 On the occurrence of an enforcement event, the secured party may collect, enforce and dispose of or accept Financial Collateral:
  - (a) in the case of financial property, by selling it and applying the net proceeds of sale in or towards the discharge of the secured obligations; and
  - (b) by appropriating the Financial Collateral as the secured party's own property and setting off its value against, or applying their value in or towards the discharge of, the secured obligations, provided in the case of financial property that the collateral agreement provides for realisation in this manner and specifies the basis on which such collateral is to be valued for this purpose

and Part 7 of the Law shall not apply to the secured party in relation to the Financial Collateral.

- 2.12.2 Collateral Investments may be realised under Regulation 2.12.1:
  - (a) subject to any contrary provision of the collateral agreement, without any requirement that:
    - (i) prior notice of the intention to realise shall have been given;
    - (ii) the terms of the realisation be approved by the Court or any other person;
    - (iii) the realisation be conducted by public auction or in any other prescribed manner; and
  - (b) notwithstanding the commencement or continuation of an Insolvency Proceeding in respect of the debtor or the secured party.

#### 2.13 **Set-off**

2.13.1 A security agreement may provide that, if a default occurs before the secured obligations have been fully discharged, either or both of the following shall occur, or may at the election of the secured party occur, whether through the operation of netting or set-off or otherwise:



- (a) the respective obligations of the parties are accelerated so as to be immediately due and expressed as an obligation to pay an amount representing their estimated current value or are terminated and replaced by an obligation to pay such an amount;
- (b) an account is taken of what is due from each party to the other in respect of such obligations, and a net sum equal to the balance of the account is payable by the party from whom the larger amount is due to the other party.



#### 3. REGISTRAR RULES

#### 3.1 Application

- 3.1.1 This Part 3 applies in respect of any matter in relation to which the Law or these Regulations prescribe a requirement to file a communication, including:
  - (a) a registration statement;
  - (b) an amendment to a registration statement;
  - (c) a continuation statement; and
  - (d) a termination statement.

#### 3.2 Effectiveness of Filing

- 3.2.1 A Filing is to be effected by submitting the relevant Approved Form prescribed pursuant to Section 3.3 with the Registrar.
- 3.2.2 Filings may be made in paper format. The Registrar may in his discretion allow Filings to be made by means of electronic communications, subject to Regulation 3.10.
- 3.2.3 A filer is responsible for ensuring a form or other communication is fully and accurately completed and submitted in accordance with the Law and these Regulations.

#### 3.3 Approved Forms

- 3.3.1 Pursuant to Article 44 of the Law of Security, the DIFCA hereby promulgates the following forms:
  - (a) Financing Statement (Form 1);
  - (b) Financing Statement Addendum (Form 2);
  - (c) Financing Statement Additional Party (Form 3);
  - (d) Financing Statement Amendment (Form 4);
  - (e) Financing Statement Amendment Addendum (Form 5);
  - (f) Financing Statement Amendment Additional Party (Form 6);
  - (g) Correction Statement (Form 7); and



- (h) Information Request (Form 8)
- each as set out in Appendix 1, as amended from time to time.
- 3.3.2 Each form promulgated under Regulation 3.3.1 and each form deemed by the Registrar, in his sole discretion, to be substantially similar to a form promulgated under Regulation 3.3.1, shall be an Approved Form.
- 3.3.3 In the event of any conflict between any instruction on any Approved Form and any provision in these Regulations or any provision in the Law, the provision in the Law or these Regulations shall prevail.
- 3.3.4 A filer must ensure that any Approved Form it submits to the Registrar is duly completed in full and in accordance with any instructions or notes to such Approved Form, and accompanied by such other supporting documents and fee payment as may be prescribed.

#### 3.4 Refusal to permit Filings

- 3.4.1 The Registrar may refuse to permit a Filing where, in his opinion, the communication submitted:
  - (a) is not on an Approved Form;
  - (b) has not been correctly completed;
  - (c) is ambiguous, illegible or incomplete;
  - (d) is not suitable for the purposes of registration or Filing; or
  - (e) is not accompanied by the fee prescribed by the Registrar for processing such communication.
- 3.4.2 The Registrar may treat any name, address, file number, or other matter as not having been provided in a communication if such name, address, file number, or other matter is not set out in the appropriate space provided on an Approved Form.
- 3.4.3 Nothing in this Section 3.4 shall be construed as prohibiting a filer from including an exhibit, schedule or other attachment that is not on an Approved Form as part of a communication, provided that the appropriate Approved Form is used as the first page of such written communication.
- 3.4.4 Where practicable the Registrar must notify a filer of his refusal in writing within five business days of the day on which the Filing would otherwise have occurred under Regulation 3.5.4.
- 3.4.5 A notification under Regulation 3.4.4 must include grounds for the refusal.



#### 3.5 Delivery and file date and time stamp

- 3.5.1 The Registrar will accept written communications for Filing subject to the provisions in this Section 3.5.
- 3.5.2 The Registrar will accept written communications only during the regular business hours of the Security Registry.
- 3.5.3 The Registrar will accept written communications only if communicated by one of the methods specified in Regulation 3.5.4.
- 3.5.4 The file time for a communication:
  - (a) delivered by personal delivery is when delivery of the communication is time stamped by the Registrar;
  - (b) delivered by courier delivery is when delivery of the communication is time stamped by the Registrar;
  - (c) delivered by postal service delivery is when delivery of the communication is presented to the Registrar; and
  - (d) communication delivered by facsimile to the fax Filing telephone number of the Registrar is the time the communication is first examined by the Registrar for processing. The Registrar shall time stamp a communication delivered by this method with the time of such first examination.
- 3.5.5 Except as otherwise provided in those Regulations, the time and date of a financing statement, amendment, continuation statement or termination statement is the file time of the relevant communication submitting the relevant Approved Form.

#### 3.6 Errors of the Filing Office Registrar

- 3.6.1 The Registrar may correct the errors of Security Registry personnel at any time.
- 3.6.2 If a correction is made after the Registrar has issued a certification date, the Registrar shall file a statement which identifies:
  - (a) the record to which it relates:
  - (b) the date of the corrective action taken; and
  - (c) the nature of, and grounds for, the corrective action taken.
- 3.6.3 Corrective action under Regulation 3.6.2 may include:
  - (a) rejection of a Filing with effect from the time of the Filing;



- (b) acceptance and time and date stamping of a Filing as at the time of the corrective action; and
- (c) notification to a secured party or debtor (or agent of either such person) of his actions

but may not include amending the effective time of a Filing.

- 3.6.4 The Registrar shall notify each of the following of corrective action under this Regulation 3.6:
  - (a) the filer of the relevant communication;
  - (b) the filer of any communication relating to the same debtor; and
  - (c) any other person referred to in a communication under paragraph (a) or (b) above;

in writing within five business days of the day of the corrective action.

- 3.6.5 A notification under Regulation 3.6.4 must include a copy of the statement filed pursuant to Regulation 3.6.2.
- 3.6.6 A statement filed pursuant to Regulation 3.6.2 shall be preserved as long as the record of the Filing to which it relates.

#### 3.7 Refusal errors

- 3.7.1 If a secured party or a filer demonstrates to the satisfaction of the Registrar that a communication that was refused for Filing should have been filed, the Registrar will:
  - (a) file the communication; and
  - (b) file a statement which shall state the effective date and time of Filing of the communication.
- 3.7.2 The Filing date of a communication to which Regulation 3.7.1 applies which shall be the date and time the communication is accepted by the Registrar. Retroactive or back-dated Filings shall not be granted by the Registrar.
- 3.7.3 Requests for review under Regulation 3.7.1 must be presented to the Registrar, in writing, within 45 days of the date on the Registrar's rejection notice. The communications submitted with the request for review must include:
  - (a) the original rejected communication;
  - (b) the Registrar's rejection notice; and



- (c) a written statement by the person requesting the review explaining why that person believes that the communication was wrongfully rejected.
- 3.7.4 The Registrar shall notify of corrective action under this Section 3.7:
  - (a) the filer of the relevant communication; and
  - (b) any other person referred to in the communication,

in writing within five business days of the day of the corrective action.

3.7.5 A notification under Regulation 3.7.4 must include grounds for the original refusal by the Registrar.

#### 3.8 Nature of Registrar's duties and responsibilities

- 3.8.1 In accepting a communication for Filing (or in refusing to file a communication) the Registrar makes no determination, and creates no presumption, with respect to any of the following:
  - (a) whether such communication is (or is not) legally sufficient;
  - (b) whether the information in such communication is (or is not) correct;
  - (c) whether the name of any person is (or is not) sufficiently provided in such communication;
  - (d) whether the collateral is (or is not) properly or sufficiently described in such communication:
  - (e) whether any person, collateral, obligation, security interest or other transaction or interest of any kind does (or does not) exist;
  - (f) whether any person does (or does not) have title to, possession of, or any other rights in, any collateral or other property of any kind;
  - (g) whether the Registrar is (or is not) a proper office for the Filing of such communication; or
  - (h) whether some other or additional Filing or act is (or is not) necessary to perfect, continue, terminate, assign, amend, give notice of, or otherwise affect any security interest, lease, consignment, bailment, sale, or other lien or interest of any kind.
- 3.8.2 The name of a debtor or secured party or other party will be recorded as such name appears on the record to be filed. The Registrar assumes no responsibility for the correct spelling of a name, and will enter the data in accordance with the filer's spelling.



- 3.8.3 Nothing in this Section 3.8 prevents the Registrar from communicating to a filer that the Registrar noticed an apparent or potential defect or error in a communication submitted for Filing. However, the Registrar is not required to search for any such defect or error, and the Registrar is not required notify any filer or other person of any such defect or error, or otherwise to call any such defect or error to the attention of any filer or other person.
- 3.8.4 The responsibility for the legal effectiveness of a Filing rests with the filer. The Registrar bears no responsibility for such effectiveness.
- 3.8.5 The Registrar shall not be liable for any loss suffered by any person as a result of any act or omission by him or his officers, employees or agents in the performance or non-performance of his functions under the Law or these Regulations, provided that this Regulation shall not apply if the act or omission is shown to have been in bad faith.

#### 3.9 Search requests

- 3.9.1 The Registrar will accept a search request only if such request is in an accepted form and is communicated to the Registrar by personal delivery, courier delivery, or postal service delivery.
- 3.9.2 A search request may include instructions on the mode of delivery desired, if other than by ordinary mail. Such delivery instruction will be honoured, provided that:
  - (a) the requested mode of delivery is then made available by the Registrar; and
  - (b) any additional cost associated with such delivery is paid for by the requestor in advance.

#### 3.10 Electronic Filing

- 3.10.1 The Registrar may from time to time establish and make available for public use such electronic delivery method or methods as it may deem appropriate.
- 3.10.2 The Registrar may make and update Filing rules relating to the electronic Filing of communications made under the Law and these Regulations. Such rules may without limitation provide for:
  - (a) requirements to be satisfied by applicants to participate in the electronic Filing of communications;
  - (b) ongoing obligations associated with electronic Filing, including technical measures to ensure the security of electronic communications;
  - (c) powers to suspend or terminate electronic Filing rights;
  - (d) responsibilities and liabilities of person undertaking electronic Filing; and
  - (e) responsibilities and liabilities of the Registrar in relation to electronic Filing.



- 3.10.3 Where a Filing is to be made by the use of an electronic communication, the form and method of transmission is to comply with the requirements of the Registrar.
- 3.10.4 The requirements pursuant to these Regulations that are applicable to the completion of forms to be submitted to the Registrar for Filing apply, with any necessary modification, to an electronic communication.

#### 3.11 Notices and notifications

- 3.11.1 The Registrar shall publish and make available details of his address and facsimile number for the provision of written communications under these Regulations.
- 3.11.2 Where these Regulations prescribe a requirement or discretion on the Registrar to provide written notice or notification to a person, the Registrar may determine the means of transmission of such notice at its discretion.



#### **APPENDIX 1**

#### **APPROVED FORMS**

# **FINANCING STATEMENT (Form 1)**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| OLLOW INSTRUC                  | HONS (III                       | ont and    | Dack)            | CAR   | EFUL         | _L T    |                |     |                         |          |         |             |         |                  |        |       |
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| B. SEND ACKN                   | OWLEDG                          | EMENT      | г то: (          | (Nam  | e and        | d Addı  | ress)          |     |                         |          |         |             |         |                  |        |       |
|                                |                                 |            |                  |       |              |         |                |     |                         |          |         |             |         |                  |        |       |
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| 1a. ORGANISATION               |                                 |            |                  |       |              |         |                | - 1 |                         |          | ·       |             |         |                  |        |       |
| 1b. INDIVIDUAL'S LA<br>NAME    | ST F                            | FIRST NAM  | ИE               |       |              |         |                |     | MIDDLE NAME             |          | SUFFIX  | (           |         |                  |        |       |
| 1c. MAILING ADDRES             | SS                              |            | CI               | TY    |              |         |                |     |                         | COUNT    | RY      |             |         |                  |        |       |
|                                | le. T<br>Drganisati             | YPE<br>ION | OF               | OF    |              | DICTION | 1g. Of         | RG  | ANISATIONAL ID#<br>NONE | , if any |         |             |         |                  |        |       |
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| 2a. ORGANISATION I             | NAME                            |            |                  |       |              |         |                |     |                         |          |         |             |         |                  |        |       |
| 2b. INDIVIDUAL'S LA            | ST NAME                         |            | FIRS             | T NAM | E            | MIDI    | DLE NAMI       | E   |                         |          |         |             |         |                  |        |       |
| 2c. MAILING ADDRES             | SS                              |            | CITY             | ,     |              |         |                |     |                         |          | (       | COUNTRY     |         |                  |        |       |
| 2d. <u>SEE</u><br>INSTRUCTIONS | ADD'L INF<br>ORGANISA<br>DEBTOR |            | 2e. TYP<br>ORGAN |       | ON           | 2f. J   | URISDICT       | ГΙΟ | N OR ORGANISAT          | ION      | 2       | ⊵g. ORGANIS |         | L ID#, IF<br>ONE | ANY    |       |
| 3. SECURED PA                  | ARTY'S N                        | AME – i    | nsert            | only  | one s        | secure  | ed party       | y r | name (3a or 3b          | )        | •       |             |         |                  |        |       |
| 3a. ORGANISATION I             | NAME                            |            |                  |       |              |         |                |     |                         |          |         |             |         |                  |        |       |
| 3b. INDIVIDUAL'S LA            | ST NAME                         | FIRS       | T NAME           |       |              | MIDDLI  | E NAME         |     |                         |          |         |             |         |                  |        |       |
| 3c. MAILING ADDRES             | SS                              | CITY       |                  |       |              |         |                |     |                         |          | (       | COUNTRY     |         |                  |        |       |



| 4. This FINANCING STATEMENT covers the | I. This FINANCING STATEMENT covers the following collateral: |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
| 5. ADDITIONAL DOCUMENTS                |  |  |  |  |  |  |  |  |  |
| 5a. DESCRIPTION                        | 5b. NUMBER OF PAGES  |  |  |  |  |  |  |  |  |



#### Instructions for Financing Statement (Form 1)

Please type or laser-print this form. Be sure it is completely legible. Read all instructions, especially instruction 1; correct Debtor name is crucial. Follow these instructions completely.

Fill in this form very carefully; mistakes may have important legal consequences. If you have questions, consult your legal advisor. The Security Registry cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for Security Registry use.

When properly completed, send the Security Registry Copy, with required fee, to the Filing Office. Always detach the Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form 2) or Additional Party (Form 3).

- (A) To assist the Security Registry to communicate with filer, filer may provide information in item A. This item is optional.
- (B) Complete item B if you want an acknowledgement sent to you. .
- Debtor name: Enter <u>only one Debtor name in item 1</u>, an organisation's name (1a) <u>or</u> an individual's name (1b). enter Debtor's <u>exact full legal name</u>. Do not abbreviate.
- 1a. Organisation Debtor. "Organisation" means an entity having a legal identity separate from its owner. A partnership is an organisation; a sole proprietorship is not an organisation, even if it does business under a trade name. If the Debtor is a partnership, enter the exact full legal name of the partnership; you need not enter names of partners as additional Debtors. If the Debtor is a registered organisation (e.g. corporation, limited partnership, limited liability company), it is advisable to examine the Debtor's correct name, organisation type, and jurisdiction of organisation.
- 1b. Individual Debtor. "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Do not use prefixes (Mr., Mrs., Ms.). Enter the Individual Debtor's family name (surname) in the Last Name box, first given name in the First Name box, and all additional given names in the Middle Name box.

For both <u>organisations and individual Debtors</u>: Do not use the Debtor's trade name, DBA, AKA, FKA, Division name, etc. In place of or combined with the Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).

- If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form 2) or Additional Party (Form 3) and follow instruction 1 for determining and formatting additional names.
- Enter information for the Secured Party, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form 2) or Additional Party Form 3) and follow instruction 1 for determining and formatting additional names.
- a) Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is not sufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form 2) or other attached additional page(s).
  - b) In this section you must enter the amount of the collateral covered by this financing statement. If the collateral being covered is a floating amount, the amount collateralised at the time of the filing of this statement shall be entered.
- 5. Provide a description of each additional document submitted with Form 1. In the case of additional Forms 2 or 3, these may be indicated by the number of forms of that type submitted, e.g. "Three Forms 2". Other documents must be described individually





|   | ΓΙΟΝS (front and I | back) CAREFU      | LLY        |  |          |            |        |                    |                    |           |
|---|--------------------|-------------------|------------|--|----------|------------|--------|--------------------|--------------------|-----------|
| 1. NAME OF FIF  | RST DEBTOR (1a o   | or 1b) ON RELA    | TED FINA   | NCE STAT                               | TEMENT   |            |        |                    |                    |           |
| a. ORGANISATION'  | S NAME             |                   |            |  |          |            |        |                    |                    |           |
| 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX |                    |                   |            |  |          |            |        |                    |                    |           |
| 2. MISCELLANEOUS  | :                  |                   |            |  |          |            |        |                    |                    |           |
|   |                    |                   |            |  |          |            |        |                    |                    |           |
|   |                    |                   |            |  |          |            |        |                    |                    |           |
|   |                    |                   |            |  |          |            |        |                    |                    |           |
|   |                    |                   |            |  |          |            | THE A  | BOVE SPACE IS FOR  | R SECURITY REGISTR | AR USE ON |
|   | DEBTOR'S EXA       | CT FULL LEGA      | L NAME –   | insert only                            | one name | (3a or 3b) | – do n | ot abbreviate or o | combine names      |           |
| 3a. ORGANISATION'   | S NAME             |                   |            |  |          |            |        |                    |                    |           |
| Bb. INDIVIDUAL'S LA                                       | AST NAME           |                   | FIRST NAI  | ME                                     |          | MIDDLE     | ENAME  |                    | SUFFIX             |           |
| 3c. MAILING ADDRE   | ESS                |                   | CITY       |  |          |            |        | COUNTRY            | l                  |           |
| ADD'L INFO RE ORGANISATION DEBTOR                         |                    |                   | GANISATION | ATION 3e. JURISDICTION OF ORGANISATION |          |            | i      | 3f. ORGANISATI     | ONAL id#, if any   | No        |
| 4. ADDITIONAL   | L SECURED PART     | Y'S – insert only | one name   | (4a or 4b)                             |          |            |        | •                  |                    |           |
| 4a. ORGANISATION'   | S NAME             |                   |            |  |          |            |        |                    |                    |           |
| 4b. INDIVIDUAL'S LA                                       | AST NAME           |                   | FIRST NAI  | ME                                     |          | MIDDLE     | E NAME |                    | SUFFIX             |           |
| 4c. MAILING ADDRE   | ESS                |                   | CITY       |  |          |            |        | COUNTRY            |                    |           |
|   |                    |                   |            |  |          |            |        |                    |                    |           |
| 5. ADDITIONAL   | L COLLATER AL I    | DESCRIPTION       |            |  |          |            |        |                    |                    |           |
|   |                    |                   |            |  |          |            |        |                    |                    |           |
|   |                    |                   |            |  |          |            |        |                    |                    |           |
|   |                    |                   |            |  |          |            |        |                    |                    |           |
|   |                    |                   |            |  |          |            |        |                    |                    |           |
|   |                    |                   |            |  |          |            |        |                    |                    |           |
|   |                    |                   |            |  |          |            |        |                    |                    |           |



#### Instructions for Financing Statement Addendum (Form 2)

Please type or laser-print this form. Be sure it is completely legible. Read all instructions, especially instruction 1; correct Debtor name is crucial. Follow instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your legal advisor. The Security Registry cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for Security Registry use.

When properly completed, send the Security Registry copy, with the required fee, to the Filing Office. Always detach the Debtor and Secured Party copies.

If you need to add additional Debtors or Secured Parties then you are advised to use the Additional Party (Form 3).

- Insert name of the first Debtor shown on the Financing Statement to which this Addendum relates, exactly as shown in Item 1 of the Financing Statement (Form 1).
- Miscellaneous: Under certain circumstances, additional information not provided on the Financing Statement may be required. Use this space to provide such additional information; otherwise, leave blank.
- Debtor name: Enter only one Debtor name in item: 3 an organisation's name (3a) or an individual's name (3b). Enter the Debtor's exact full legal name. Do not abbreviate.

Organisation Debtor. "Organisation" means an entity having a legal <u>identity</u> separate from its owner. A partnership is an organisation; a sole proprietorship is not an organisation, even if it does business under a trade name. If the debtor is a partnership, enter the exact full legal name of partnership; you need not enter names of partners as additional Debtors. If the Debtor is a registered organisation (e.g. corporation, limited partnership, limited liability company), it is advisable to examine the Debtor's correct name, organisation type, and jurisdiction of organisation.

Individual Debtor. "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Do not use prefixes (Mr., Mrs., Ms.). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.

To add further add further additional Debtors complete the additional party (Form 3).

- If this addendum adds an additional Secured Party, complete item 8 determined and formatted per instruction 3.
  - To add further additional Secured Parties complete the additional party (Form 3).
- Use the additional collateral description space if the space in item 5 was insufficient to complete the description in item 4 of the Financing Statement (Form 1).



|   | JCTIONS (front an                       |             |         |   |           |        |       |                    |           |              |                  |                           |          |   |
|---|---|-------------|---------|---|-----------|--------|-------|--------------------|-----------|--------------|------------------|---------------------------|----------|---|
| 1. NAME OF FIRST I                              | OEBTOR (1a or 1b) ON RI                 | ELATED FINA | NCIN    | G STATEMENT                                 |           |        |       |                    |           |              |                  |                           |          |   |
| 1a. ORGANISATION                                | 'S NAME                                 |             |         |   |           |        |       |                    |           |              |                  |                           |          |   |
| 1a. INDIVIDUAL'S N                              | VIDUAL'S NAME FIRST N                   |             |         | T NAME MIDDLE NAME, SUFFIX                  |           |        |       | FFIX               |           |              |                  |                           |          |   |
| 2. MISCELLANEOUS                                | 3:                                      |             |         |   |           |        |       |                    |           |              |                  |                           |          |   |
|   |   |             |         |   |           |        |       |                    |           |              |                  |                           |          |   |
|   |   |             |         |   |           |        |       |                    | ТНЕ       | ABOVE SPAC   | CE IS F<br>USF   | FOR SECURITY RE<br>E ONLY | EGISTRAI | t |
| 3. ADDITIONAL                                   | L DEBTOR'S EXAC                         | CT FULL L   | EGA     | L NAME – in                                 | sert only | one na | ıme ( | (3a or 3b          | ) – do n  | ot abbreviat | e or c           | combine names             |          |   |
| 3a. ORGANISATION                                | 'S NAME                                 |             |         |   |           |        |       |                    |           |              |                  |                           |          |   |
| 3b. INDIVIDUAL'S L                              | AST NAME                                |             |         | FIRST NAME                                  |           |        |       | MIDDL              | E NAME    |              |                  | SUFFIX                    |          |   |
| 3c. MAILING ADDRI                               | ESS                                     |             |         | CITY  |           |        |       |                    |           | COUNTRY      |                  |                           |          |   |
|   | ADDL INFO RE ORGANISATION DEBTOR        |             |         | GANISATION 3e. JURISDICT<br>ORGANISATIO     |           |        |       | OF 3f. ORGANISATIO |           |              | ONAL ID#, if any | NO                        | NE       |   |
| 4. ADDITIONAL                                   | L DEBTOR'S EXAC                         | CT FULL L   | EGA     | L NAME – in                                 | sert only | one na | ıme ( | 4a or 4b           | ) – do n  | ot abbreviat | e or c           | ombine names              |          |   |
| 4a. ORGANISATION                                | 'S NAME                                 |             |         |   |           |        |       |                    |           |              |                  |                           |          |   |
| 4b. INDIVIDUAL'S L                              | AST NAME                                |             | FIR     | ST NAME                                     |           |        | MIE   | DLE NAM            | ΙΕ        |              | SUF              | FFIX                      |          |   |
| 4c. MAILING ADDRI                               | ESS                                     |             |         | CITY  |           |        |       |                    |           | COUNTRY      |                  |                           |          |   |
|   | ADD'L INFO RE<br>ORGANISATION<br>DEBTOR | 4d. TYPE C  | F ORG   | ORGANISATION 4e. JURISDICTION CORGANISATION |           |        |       | F                  | 4f. ORGAN | IISATIO      | ONAL id#, if any | NO                        | NE       |   |
| 5. ADDITIONAL                                   | L SECURED PART                          | Y'S NAME    | E – ins | sert only one n                             | ame (5a   | or 5b) |       |                    |           |              |                  |                           |          |   |
| 5a. ORGANISATION                                | 'S NAME                                 |             |         |   |           |        |       |                    |           |              |                  |                           |          |   |
| 5b. INDIVIDUAL'S L                              | AST NAME                                |             | FIR     | ST NAME                                     |           |        | MIE   | DDLE NAM           | ΙE        |              | SUF              | ŦIX                       |          | _ |
| 5c. MAILING ADDRI                               | ESS                                     |             |         | CITY  |           |        |       |                    |           | COUNTRY      |                  |                           |          |   |
| ADDL INFO RE 5d. TYPE OF OR ORGANISATION DEBTOR |   |             |         | ORGANISATION 5e. JURISDICTION CORGANISATION |           |        |       | F                  | 5f. ORGAN | JISATI0      | ONAL id#, if any | NO                        | NE       |   |
| 6. ADDITIONAL                                   | L SECURED PART                          | Y'S NAME    | E – ins | sert only one n                             | ame (6a   | or 6b) |       |                    |           |              |                  |                           |          |   |
| 6a. ORGANISATION                                | 'S NAME                                 |             |         |   |           |        |       |                    |           |              |                  |                           |          |   |
| 6b. INDIVIDUAL'S L                              | AST NAME                                |             | FIR     | ST NAME                                     |           |        | MIE   | DDLE NAM           | ΙE        |              | SUF              | ŦIX                       |          |   |
|   |   |             |         |   |           |        |       |                    |           |              |                  |                           |          |   |



#### Financing Statement Additional Party Form (3)

Please type or laser-print this form. Be sure it is completely legible. Read all instructions, especially instruction 1; correct Debtor name is crucial. Follow instructions completely.

Fill in this form very carefully; mistakes may have important legal consequences. If you have questions, consult your legal advisor. The Security Registry cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for Security Registry use.

When properly completed, send the Security Registry copy, with the required fee, to the Filing Office. Always detach the Debtor and Secured Party copies.

If you need to attach additional information then you are advised to use the Financing Statement Addendum (Form 2).

- Insert the name of the first Debtor shown on the Financing Statement to which this Addendum relates, exactly as shown in Item 1 of the Financing Statement (Form 1).
  - Miscellaneous: Under certain circumstances, additional information not provided on the Financing Statement may be required. Use this space to provide such additional information; otherwise, leave blank.
- <u>Debtor name</u>: Enter <u>only one Debtor name in item 2,</u> an organisation's name (2a) <u>or</u> an individual's name (2b). Enter Debtor's exact full legal name. Do not abbreviate.
- 2a Organisation Debtor. "Organisation" means an entity having a legal identity separate from its owner. A partnership is an organisation; a sole proprietorship is not an organisation, even if it does business under a trade name. If the debtor is a partnership, enter the exact full legal name of partnership; you need not enter names of partners as additional Debtors. If the Debtor is a registered organisation (e.g. corporation, limited partnership, limited liability company), it is advisable to examine the Debtor's correct name, organisation type, and jurisdiction of organisation.
- 2b. Individual Debtor. "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Do not use prefixes (Mr., Mrs., Ms.). Enter individual Debtor's family name (surname) in the Last Name box, first given name in the First Name box, and all additional given names in the Middle Name box.
- If an additional Debtor is included, complete item 3, determined and formatted per Instruction 2.
- Enter information for the Secured Party in item 4, determined and formatted per Instruction 1. If there are further additional Secured Parties enter their details in item 19, determined and formatted per Instruction 2.



# FINANCING STATEMENT AMENDMENT (Form 4)

| OLLOW INSTRUCTIONS (front and   | back) CAREFULLY                                    |                                |                                  |  |
|---|--|--------------------------------|----------------------------------|--|
| A. NAME & PHONE OF CONTA  | CT AT FILER [options                               | al]                            |                                  |  |
| D. OEND AOKNOWI EDOEMEN   | IT TO: (Nove e eve d Ade                           | da a a a N                     |                                  |  |
| B. SEND ACKNOWLEDGEMEN  | II IO: (Name and Add                               | aress)                         |                                  |  |
|   |  |                                |                                  |  |
|   |  | ТН                             | IE ABOVE SPA                     | CE IS FOR SECURITY REGISTRY USE ONL  |
| 1a. INITIAL FINANCING STATE   | MENT FILE#   |                                |                                  |  |
| 2. TERMINATION: Effect interest(s) of the Secur                               | iveness of the Financi<br>red Party authorising th | ng Statement<br>his Terminatio | identified above<br>n Statement. | e is terminated with respect to security   |
|   |  |                                |                                  | we with respect to security interest(s) of the additional period provided by applicable law.   |
| 4. AMENDMENT (PARTY only one.   | INFORMATION): Thi                                  | s Amendment                    | t affects Deb                    | otor or Secured Party of record. Check   |
| Alaa alaadi aya afiiba f  | allassina thuas hassa a                            |                                |                                  | antian in Mary 5 and/ar C  |
| CHANGE name and/or  | DELE1  | ΓE name: Give                  | e record name                    | nation in item 5 and/or 6.  ADD name: Complete item 6a or                                      |
| the address. Please refer to detailed instructions                            | o <b>L</b> be deleted                              | d in item 5a or                | · 5b.                            | items and also item 6c; also complete 6e-6q (if applicable).                                   |
| relating to changing the name/address of a part                               |  |                                |                                  |  |
| 5. CURRENT RECORD II  |  |                                |                                  |  |
| 5a. ORGANISATION'S NAME   |  |                                |                                  |  |
| 5b. INDIVIDUAL'S LAST NAME  | FIRST NAME   |                                | MIDDLE NAME                      |  |
|   |  |                                |                                  |  |
| 6. CHANGED (NEW) OR 6a. ORGANISATION'S NAME                                   | ADDED INFORMATION                                  | ON:                            |                                  |  |
|   | 1  |                                |                                  |  |
| 6b. INDIVIDUAL'S LAST NAME  | FIRST NAME   |                                | MIDDLE NAME                      |  |
| 6c. MAILING ADDRESS   | CITY   |                                |                                  | COUNTRY  |
| ADD'L INO RE  | 6e. TYPE OF  | 6f ILIDIS                      | SDICTION OR                      | 6g. ORGANISATIONAL id#, if any   |
| ORGANISATIO   |  | ORGANI                         |                                  |  |
| 7. AMENDMENT (COLLATERAL CHANGE)  | ah ak anly ana hay                                 |                                |                                  | NONE   |
|   |  | estated collateral             | description                      |  |
|   |  | colator conatoral t            |                                  |  |
| NAME of SECURED PARTY of RECORD Debtor, or if this is a Termination Statement |  |                                |                                  | orised by a Debtor which adds collateral or adds the authorisin OR authorising this Amendment. |
| Boblot, of a and to a remandation oldicinent                                  | additionised by a Debtor, oneon                    | Line Line                      | citici fidilic di DEDT           | on dualonsing allo various and the   |
| 8a. ORGANISATION'S NAME   |  |                                |                                  |  |
| 8b. INDIVIDUAL'S LAST NAME  | FIRST NAME   |                                | MIDDLE NAME                      |  |
| 9. OPTIONAL FILER REFERENCE DATA  | ı  |                                | 1                                |  |
| 10. ADDITIONAL DOCUMENTS  |  |                                |                                  |  |



| 10a. DESCRIPTION | 10b. NUMBER OF PAGES |
|------------------|----------------------|
|                  |                      |



#### **Instructions for Financing Statement Amendment (Form 4)**

Please type or laser-print this form. Be sure it is completely legible. Read all instructions, especially instruction 1a; correct file number of initial financing statement is crucial. Follow these instructions completely.

Fill in this form very carefully; mistakes may have important legal consequences. If you have questions, consult your legal advisor. The Security Registry cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for Security Registry use.

An Amendment may relate to only one financing statement. Do not enter more than one file number in item 1a.

When properly completed, send the Security Registry Copy, with the required fee, to the Filing Office. If you need to use attachments, you are encouraged to use either Amendment Addendum (Form 5) or Amendment Additional Party (Form 6).

#### Always complete items 1a and 8.

- (A) To assist the Security Registry to communicate with the filer, the filer may provide information in item A. This item is optional.
- (B) Complete item B if you want an acknowledgement sent to you.
- File Number: Enter file number of initial financing statement to which this Amendment relates. Enter only one file number.
  - Note: Show purpose of this Amendment by checking box 2, 3, 4 (in item 4 you must check two boxes) or 7; also complete items 5, 6 and/or 7 as appropriate. A filer may use this Amendment form to simultaneously accomplish both data changes (item 4 and/or 7) and a continuation (item 3).
- To terminate the effectiveness of the identified financing statement with respect to security interest(s) of the authorising Secured Party, check box 2. See instruction 9 below.
- To continue the effectiveness of the identified financing statement with respect to security interest(s) of the authorising Secured Party, check box 3. See instruction 9 below.
- 4. To <u>change the name</u> of a party. Check box in item 4 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check the box in item 4 to indicate that this is a name change; also enter the name of affected party (current record name) in item 5a or 5b as appropriate; and enter new name (6a or 6b). If the new name refers to a Debtor, complete 6c; also complete 6e-6g if 6a was completed.

- 4,5 To <u>delete</u> a party: Check box in item 4 to indicate whether deleting a Debtor or a Secured Party; also check box in item 4 to indicate that this is a deletion of a party; and also enter the name (5a or 5b) of the deleted party in item 5.
- To add a party: Check the box in item 4 to indicate whether adding a Debtor or Secured Party; also check the box in item 4 to indicate that this is an addition of a party and enter the new name (6a or 6b). If the new name refers to a Debtor, complete item 6c; also complete 6e-6g if 6a was completed. To include further additional Debtors or Secured Parties, attach Amendment Additional Party (Form 6), using correct name format.

Note: The preferred method for filing against a new Debtor (an individual or organisation not previously of record as a Debtor under this file number) is to file a new Financing Statement (Form 1) and not an Amendment (Form 4).

8. Collateral change. To change the collateral covered by the identified financing statement, describe the change in item 7. This may be accomplished either by describing the collateral to be added or deleted, or by setting forth in full the collateral description as it is to be effective after the filing of this Amendment, indicating clearly the method chosen (check the appropriate box). If the space in item 7 is insufficient, use item 12 of Amendment Addendum (Form 5). A partial release of collateral is a deletion. If, due to a full release of all collateral, the filer no longer claims a



- 5. To change the address of a party: Check the box in item 4 to indicate whether this Amendment amends information relating to a Debtor of a Secured Party; also check box in item 4 to indicate that this is an address change; also enter name of affected party (current record name) in item 5a or 5b as appropriate; and enter new address (6c) in item 6.
- 6. To change the name and address of a party: Check box in item 4 to indicate whether this Amendment amends information relating to a Debtor or a Secured Party; also check box in item 4 to indicate that this is a name/address change; also enter name of affected party (current record name) in items 5a to 5b as appropriate; and enter the new name (6a or 6b). If the new name refers to a Debtor complete item 6c; also complete 6e-6g if 6a was completed.
- security interest under the identified financing statement, check box 2 (Termination) and not box 7 (Collateral Change).
- Always enter name of party of record authorising this Amendment; in most cases, this will be a Secured Party of record. If more than one authorising Secured Party, give additional names, properly formatted, in item 12 of Amendment Addendum (Form 5).
- 10. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 9 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, etc.) that filer may find useful.
- 11. Provide a description of each additional document filed with Form 4. In the case of additional Forms 5 and 6, these may be indicated by a description of the number of forms of that type submitted, e.g., "Three Forms 5". Other documents must be described individually.



| OLLOW INSTRUCTIONS (front and          | l back) CAREFULLY       |                          |  |
|--|-------------------------|--------------------------|--|
| 1. INITIAL FINANCING STATEME           | NT FILE#                |                          |  |
| 2. NAME OF PARTY AUTHORISIN            | G THIS AMENDMENT(insert | only one name (2a or 2b) |  |
| 2a. ORGANISATION'S NAME                |                         |                          |  |
| 2b. INDIVIDUAL'S LAST NAME             | FIRST NAME              | MIDDLE NAME, SUFFIX      |  |
| . Use this space for additional inforn | nation                  | - 1                      | THE ABOVE SPACE IS FOR SECURITY REGISTRAR USE ONLY |



#### Instructions for Financing Statement Amendment Addendum (Form 5)

Please type of laser-print this form. Be sure it is completely legible. Read all instructions, especially instruction 1; correct file number of initial financing statement is crucial. Follow these instructions completely.

Fill in this form very carefully; mistakes may have important legal consequences. If you have questions, consult your legal advisor. The Security Registry cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for Security Registry use.

When properly completed send the Security Registry Copy, with the required fee, to the Filing Office. Always detach the Debtor and Secured Party copies.

This form in intended for use to add any information that you were unable to include in the Financing Statement Amendment (Form 4).

- File Number: Enter the file number of initial financing statement to which this amendment relates. Enter only one file number.
- 2. Name of Authorising Party: Complete either 2 or 2b.
- 2a. Organisation Authorising Party "Organisation" means an entity having a legal identity separate from its owner. A partnership is an organisation; a sole proprietorship is not an organisation, even if it does business under a trade name. If the Authorising Party is a partnership, enter exact full legal name of partnership; you need not enter names of partners. If the Authorising Party is a registered organisation (e.g. corporation, limited partnership, limited liability company), it is advisable to examine the Authorising Party's correct name, organisation type, and jurisdiction of organisation.
- 2b. Individual Authorising Party "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Do not use prefixes (Mr., Mrs., Ms.). Enter individual Authorising Party's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
- 3. Use Item 3 for any additional information that you feel is important to the Financing Statement Amendment



| Form 6)<br>OLLOW INSTRUCTIONS (front and ba | ack) CAREFULLY        |                     |                    |                    |                         |
|---|-----------------------|---------------------|--------------------|--------------------|-------------------------|
| A. NAME AND PHONE OF CONTAC                 | T AT FILER [optional] |                     |                    |                    |                         |
| B. SEND ACKNOWLEDGMENT TO:                  | (Name and Address)    |                     |                    |                    |                         |
|   |                       |                     | THE ABOVE SPA      | ACE IS FOR SECUR   | ITY REGISTRAR USE ONLY  |
| 1. INITIAL FINANCING STATEMENT              | FILE #                |                     |                    |                    |                         |
| 2. ADDITIONAL DEBTOR'S EXACT F              | FULL LEGAL NAME – ir  | sert only one nam   | ie (2a or 2b) – d  | do not abbreviat   | te or combine names     |
| 2a. ORGANISATION'S NAME                     |                       |                     |                    |                    |                         |
| 2b. INDIVIDUAL'S LAST NAME                  | FIRST NAME            |                     | MIDDLE NAME        |                    | SUFFIX                  |
| 2c. MAILING ADDRESS                         | NG ADDRESS CITY       |                     |                    |                    |                         |
| 3. ADDITIONAL DEBTOR'S EXACT F              | ULL LEGAL NAME – in   | sert only one name  | (3a or 3b) – do no | ot abbreviate or c | ombine names            |
| 3a. ORGANISATION'S NAME                     |                       |                     |                    |                    |                         |
| 3b. INDIVIDUAL'S LAST NAME                  | FIRST NAME            |                     | MIDDLE NAME        |                    | SUFFIX                  |
| 3c. MAILING ADDRESS                         | CITY                  |                     |                    | COUNTRY            |                         |
| 4 ADDITIONAL SECURED PARTY'S I              | EXACT FULL LEGAL N    | AME – insert only o | ne name (4a or 4   | b) – do not abbre  | eviate or combine names |
| 4a. ORGANISATION'S NAME                     |                       |                     |                    |                    |                         |
| 4b. INDIVIDUAL'S LAST NAME                  | FIRST NAME            |                     | MIDDLE NAME        |                    | SUFFIX                  |
| 4c. MAILING ADDRESS                         | CITY                  |                     |                    | COUNTRY            |                         |
| 5. ADDITIONAL SECURED PARTY'S               | FULL LEGAL NAME – i   | nsert only one name | (5a or 5b) – do 1  | not abbreviate or  | combine names           |
| 5a. ORGANISATION'S NAME                     |                       |                     |                    |                    |                         |
| 5b. INDIVIDUAL'S LAST NAME                  | FIRST NAME            |                     | MIDDLE NAME        |                    | SUFFIX                  |
| 5c. MAILING ADDRESS                         | CITY                  |                     |                    | COUNTRY            |                         |



#### Instructions for Financing Statement Amendment Additional Party (Form 6)

Please type or laser-print this form. Be sure it is completely legible. Read all instructions, especially instruction 1, correct file number of initial financing statement is crucial. Follow instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your legal advisor. The Security Registry cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for Security Registry use.

When properly completed, send the Security Registry copy, with the required fee, to the Filing Office. Always detach the Debtor and Secured Party copies.

If you need to use attachments, you are encouraged to use the amendment addendum (Form 5).

- A. To assist the Security Registry to communicate with filer, filer may provide information in item A. This item is optional.
- B. Complete item B if you want an acknowledgment sent to you.
- <u>File Number</u>: Enter file number of initial financing statement to which this amendment relates. Enter only one file number.
- <u>Debtor name</u>: Enter <u>only one Debtor name in item 2,</u> an organisation's name (2a) <u>or</u> an individual's name (2b). Enter Debtor's <u>exact full legal name</u>. Do not abbreviate.
- 2a. Organisation Debtor. "Organisation" means an entity having a legal identity separate from its owner. A partnership is an organisation; a sole proprietorship is not an organisation, even if it does business under a trade name. If the Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If the Debtor is a registered organisation (e.g. corporation, limited partnership, limited liability company), it is advisable to examine the Debtor's correct name, organisation type, and jurisdiction of organisation.
- 2b. Individual Debtor. "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Do not use prefixes (Mr., Mrs., Ms.). Enter an individual Debtor's family name (surname) in the Last Name box, first given name in the First Name box, and all additional given names in the Middle Name box.
- 3. If an additional Debtor is included, complete item 3, determined and formatted per Instruction 2.
- Enter information for the Secured Party in item 4, determined and formatted per Instruction 1. If there are further additional Secured Parties enter their details in item 5, determined and formatted per Instruction 2.



# **CORRECTION STATEMENT (FORM 7)**

| FOLLOW INSTRUCTIONS (front an  | d back) CAREFULLY                  |                       |  |
|--|------------------------------------|-----------------------|--|
| A. NAME & PHONE OF PERSON FILING TH  | IS STATEMENT [optional]            |                       |  |
| B. SEND ACKNOWLEDGEMENT TO: (Name  | and Address)                       |                       |  |
|  |                                    | THE ABOVE S           | SPACE IS FOR SECURITY REGISTRY USE ONLY  |
| 1. Identification of the RECORD to   | which this CORRECTION STATE        | MENT relates.         |  |
| 1a. TYPE OF RECORD   |                                    |                       | TIAL FINANCING STATEMENT   |
|  |                                    |                       | that the RECORD identified in item 1 is RD should be amended to cure the inaccurac |
| 2b. RECORD was wrongfully Provide the basis for the wrongfully filed or rejector | basis for the belief of the person | dentified in item 3 t | that the RECORD identified in item 1 was   |
| 3. NAME OF PERSON AUTHORIS must be indexed under this name.                      | SING THE FILING OF THIS CORF       | RECTION STATEM        | MENT – The RECORD identified in item 1   |
| 3a. ORGANISATION'S NAME  |                                    |                       |  |
| 3b. INDIVIDUAL'S LAST NAME   | FIRST NAME                         | MIDDLE NAME           |  |
|  |                                    |                       |  |



#### Instructions for Correction Statement (Form 7)

Please type or laser-print this form. Be sure it is completely legible. Read all instructions, especially instructions 1a and 1b; correct identification of the initial Record to which this Correction Statement relates is crucial. Follow these instructions completely.

Fill in this form very carefully. If you have questions, consult your legal advisor. The Security Registry cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for Security Registry use.

When properly completed, send the Security Registry Copy to the Filing Office. If you want an acknowledgement, complete item B.

General – You must always complete item 1 and 3 and either 2a or 2b.

- 1a. Indicate type of Record to which this Correction Statement relates (e.g., Financing Statement or Amendment). You may also insert additional information that you believe will assist in identifying the Record (e.g., the filing date and/or record number of the Record).
- 1b. File number: Enter file number of initial financing statement to which the Record that is the object of this Correction Statement relates. Enter only one file number.
- If this Correction Statement is filed based on the filer's belief that the Record identified in item 1 is inaccurate, check box 2a, provide the basis for that belief, and indicate the manner in which the Record should be amended to cure the inaccuracy.
  - 4. If this Correction Statement is filed based on the filer's belief that the Record identified in item 1 was wrongfully filed or rejected, check box 2b and provide the basis for that belief.

 Always enter name of the person who authorised the filing of this Correction Statement. This name must be the same as the name under which the Record is indexed.



# **INFORMATION REQUEST (FORM 8)**

| FOLLOW INSTRUCTIONS (front and ba   | SECURITY REGISTRY ACCT #  |         |                   |          |                                 |                 |
|---|---------------------------|---------|-------------------|----------|---------------------------------|-----------------|
| B. RETURN TO: (Name and Address)  |                           |         |                   | <b>T</b> | ABOVE SPACE IS FOR SECURITY RE  |                 |
|   |                           |         |                   |          |                                 |                 |
| DEBTOR NAME to be searched – insert only <u>one</u> debtor name (1a or 1b) – do not abbreviate or combine names.      ORGANISATION NAME   |                           |         |                   |          |                                 |                 |
| 1b. INDIVIDUAL'S LAST NAME  |                           | FIRST N | IAME              |          | MIDDLE NAME                     |                 |
| 2. Information options RELATING TO filings and other notices on file in the Security Registry that include as a debtor name the name identified in item 1:  2a. SEARCH RESPONSE  CERTIFIED (optional)  Select one of the following two options:  ALL (Check this box to request a response that is complete, including filings that have lapsed.)  UNLAPSED |                           |         |                   |          |                                 |                 |
| 2c. SPECIFIED COPIES ONLY CERTIFIED (optional)  |                           |         |                   |          |                                 |                 |
| Record Number   | Date Record File requird) | ed (if  | Type o<br>require |          | cord and Additional identifying | Information (if |
|   |                           |         |                   |          |                                 |                 |
|   |                           |         |                   |          |                                 |                 |



| 3 DELIVERY INSTRUCTIONS (request will be completed and mailed to the address shown in item B unless otherwise instructed              |         |   |  |  |  |
|---|---------|---|--|--|--|
| here):  |         | _ |  |  |  |
| 3a.   | Pick Up | П |  |  |  |
|   |         | F |  |  |  |
| 3b.   | Other   |   |  |  |  |
| Specify desired method here; provide delivery information (e.g. delivery service's name, addressee's account # with delivery service, |         |   |  |  |  |
|   |         |   |  |  |  |
| addressee's phone #, etc.)  |         |   |  |  |  |



#### Instructions Information Request (Form 8)

Please type or laser-print this form. Be sure it is completely legible. Follow these instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your legal advisor. The Security Registry cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for Security Registry use.

When properly completed, send, with the required fee, to the Filing Office.

- (A) To assist the filing officers that might wish to communicate with the requestor, the requestor may provide information in item A. This item is optional.
- (B) Enter name and address of requestor in item B. This item is NOT optional.
- 1. Debtor Name: Enter only one Debtor name in item 1, an organisation's name (1a) or an individual's name (1b). Enter the Debtor's exact full legal name. Do not abbreviate.
  - 1a. <u>Organisation Debtor</u>: "Organisation" means an entity having a legal identity separate from its owner. A partnership is an organisation; a sole proprietorship is not an organisation, even if it does business under a trade name. If the Debtor is a partnership, enter the exact full legal name of the partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organisation (e.g. corporation, limited partnership, limited liability company), it is advisable to examine the Debtor's current filed charter documents to determine the Debtor's correct name, organisation type, and jurisdiction or organisation.
  - 1b. <u>Individual Debtor</u>. "Individual" means a natural person, this includes a sole proprietorship, whether or not operating under a trade name. Do not use prefixes (Mr., Mrs., Ms.). Enter the Individual Debtor's family name (surname) in the Last Name box, first given name in the First Name box, and all additional given names in the Middle Name box.

For both <u>organization and individual Debtors</u>: Do not use the Debtor's trade name, division name, etc. in place of or combined with the Debtor's legal name. You may add such other names as additional Debtors if you wish (but this is neither required nor recommended).

- 2. Information options relating to filings and other notices on file in the Security Registry that include as a Debtor name the name identified in item 1: Please note that it is permissible to select an option in 2a and also check an option in 2b.
  - 2a. Check the appropriate box in item 2a; the box "ALL" if you are requesting a search of all active records, including lapsed filings, or the box "UNLAPSED" if you are requesting a search of only active records that have not lapsed.
  - 2b. Complete item 2c if you are ordering copies of specific records by record number.
- 3. Delivery instructions: Unless otherwise instructed, the Security Registry will mail information to the name and address in item B. If information will be picked up from the Filing Office, check the "Pick Up" box. Contact the Security Registry concerning availability of other delivery options. For other than mail or pick up, check the "Other" box and specify the other delivery method you are requesting. If requesting delivery service, provide delivery service's name and requestor's account number to bill for delivery charge. The Security Registry will not deliver by delivery service unless payment is provided.



#### **APPENDIX 2**

#### **FEES**

Pursuant to Article 44 of the Law and Section 3.3.4. of the Regulations, the DIFCA hereby promulgates the following fees, as amended from time to time:

| Upon receipt by the Registrar of:                  | Fee:   |  |
|--|--|--|
| Financing Statement (Form 1)                       | 1 per mille on the value of the security perfected, minimum US\$ 250, maximum US\$ 5,000.                  |  |
| Financing Statement Addendum (Form 2)              | 1 per mille on the additional value of the security to be perfected, minimum US\$ 250, maximum US\$ 5,000. |  |
| Financing Statement Additional Party (Form 3)      | To add additional single Debtor: USS 200;  |  |
|  | To add additional Secured Party: US\$ 200.   |  |
| Financing Statement Amendment (Form 4)             | To change the name of a Party or amend address: US\$ 200;  |  |
|  | To amend collateral, provided there is no change in value: US\$ 200;                                       |  |
|  | To partially delete collateral: US\$250.   |  |
| Financing Statement Amendment<br>Addendum (Form 5) | To amend collateral, provided there is no change in value: US\$ 200.                                       |  |



| Finance Statement Amendment<br>Additional Party (Form 6) | To add additional single Debtor: US\$ 200;   |  |
|--|--|--|
|  | To add additional Secured Party: US\$ 200;   |  |
| Correction Statement (Form 7)                            | To file a correction: US\$ 200.  |  |
| Information Request (Form 8)                             | For the provision of an extract of information from the Security Register : US\$ 50. |  |