

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
 Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)  
 SPRFiling@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

109184638 - 380800  
 Corporation Service Company  
 801 Adlai Stevenson Drive  
 Springfield, IL 62703

Filed In: Connecticut  
 (S.O.S.)

12:36PM

FILING #0003096250 PG 01 OF 03 VOL U-00575  
 FILED 12/30/2015 12:36 PM PAGE 02296  
 SECRETARY OF THE STATE  
 CONNECTICUT SECRETARY OF THE STATE

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

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S SURNAME COHEN	FIRST PERSONAL NAME STEVEN	ADDITIONAL NAME(S)/INITIAL(S) A.	SUFFIX
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1c. MAILING ADDRESS c/o Point72 Asset Management, L.P., 72 Cummings Point Road	CITY Stamford	STATE CT	POSTAL CODE 06902	COUNTRY USA
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2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME COHEN	FIRST PERSONAL NAME STEVEN	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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2c. MAILING ADDRESS c/o Point72 Asset Management, L.P., 72 Cummings Point Road	CITY Stamford	STATE CT	POSTAL CODE 06902	COUNTRY USA
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3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME MORGAN STANLEY PRIVATE BANK, NATIONAL ASSOCIATION

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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3c. MAILING ADDRESS c/o Morgan Stanley Smith Barney LLC, 2000 Westchester Avenue, Floor 2NE	CITY Purchase	STATE NY	POSTAL CODE 10577	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:  
 See Exhibit A attached hereto and made a part hereof.

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

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA: :223688-10003

109184638

EXHIBIT A  
to  
UCC-1 FINANCING STATEMENT  
of  
STEVEN A. COHEN  
and  
STEVEN COHEN  
(collectively, the "Debtor")  
to  
MORGAN STANLEY PRIVATE BANK, NATIONAL ASSOCIATION  
(the "Secured Party")

This financing statement covers all of Debtor's right, title and interest in, to and under the following described property, wherever located, and whether now owned or existing or hereafter owned, acquired or arising from time to time (collectively, the "Collateral"):

- (a) all Artwork Collateral Pieces;
- (b) all negotiable and non-negotiable documents of title and invoices covering the Artwork Collateral Pieces and all Accounts, contract rights, Chattel Paper, Instruments, Documents, warehouse receipts, General Intangibles, and other obligations of any kind now or hereafter existing, in each case solely arising from or with respect to all or any part of any of the Artwork Collateral Pieces;
- (c) all books, data and records pertaining to the foregoing, whether in the form of a writing, photograph, microfilm or electronic media, including, but not limited to, any computer-readable memory and any computer hardware or software necessary to process such memory, but excluding Debtor's proprietary art database and server files; and
- (d) all cash or non-cash Proceeds, product, rents and profits of any of the foregoing, all income, benefits and property received on account of any of the foregoing, letters of credit, guaranties or other supporting obligations covering any of the foregoing, any causes of action (including all tort claims and liquidation claims) relating to any of the foregoing, and all proceeds (including insurance proceeds) from the destruction, loss or other disposition of any of the foregoing and sums due from a third-party who has damaged or destroyed any of the foregoing or from that party's insurer, whether due in judgment, settlement, or other process.

Capitalized terms defined in the UCC which are not otherwise defined herein are used herein as defined in the UCC; provided that in any event, the following terms shall have the meanings assigned to them in the UCC: "Accounts"; "Chattel Paper"; "Documents"; "General Intangible"; and "Proceeds". As used herein, the following defined terms shall have the following meanings:

"Artwork Collateral Piece" means an artwork identified on Schedule A attached to the Security Agreement (as such Schedule A may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of thereof).

“Instruments” means, collectively, all “instruments,” as such term is defined in Article 9, rather than Article 3, of the UCC.

“Security Agreement” means the Art Security Agreement dated as of December 30, 2015 between the Debtor and the Secured Party, as the same may be amended, modified or restated from time to time.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than such state, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.