

GENERAL SECURITY AGREEMENT

This GENERAL SECURITY AGREEMENT (this "**Security Agreement**") is dated **January 2, 2026**, and is between **C&I SAMPLE LLC, a California limited liability company ("Debtor")**, and **LOANDOC SOLUTIONS, a California corporation ("Secured Party")**. This Security Agreement is executed by Debtor for the purpose of inducing Secured Party to make a loan to Debtor in the principal sum of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (US \$100,000.00)** (the "**Loan**"), as set forth in the Loan Agreement of even date herewith between Debtor and Secured Party, as such agreement may be amended from time to time ("**Loan Agreement**"). Pursuant to the Loan Agreement, Secured Party has made the Loan to Debtor. Any capitalized term not specifically defined herein shall have the meaning given to such term in the Loan Agreement. All other terms to the extent the same are defined in the UCC, unless the context indicates otherwise, shall have the meanings provided for in the UCC.

To secure payment and performance of the Indebtedness under the Loan Agreement and the other Secured Obligations (as defined below) under the Security Documents, Debtor has agreed to pledge and grant a continuing first priority lien and security interest in, to and under the "**Pledged Collateral**" (as defined below).

In consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Grant of Security Interest. Debtor hereby grants to Secured Party and each of Secured Party's successors, endorsees, and permitted assignees a continuing security interest in all of Debtor's right, title, and interest in and to the assets of Debtor wherever located, whether such asset or right, title or interest therein or thereto is now owned or existing or hereafter acquired or arising, to all of the following (collectively referred to as the "**Pledged Collateral**"):

A.1. All "**Accounts**" as defined in the UCC, including, without limitation, all present and future accounts, accounts receivable and other rights of Debtor to payment for goods sold or leased or for services rendered (except those evidenced by instruments or chattel paper), whether now existing or hereafter arising and wherever arising, and whether or not they have been earned by performance;

A.2. All "**Receivables**" as defined in the UCC, including, without limitation, all rights to the payment of money or other forms of consideration, all accounts, payment intangibles, notes, accounts receivable, contract rights, drafts, documents, chattel paper, letter of credit rights, choses in action, undertakings, surety bonds, insurance policies, acceptances and all other forms of claims, demands, instruments, and receivables, whether for goods sold or leased or for services performed or to be performed, or otherwise, now existing or hereafter arising, together with all guarantees, security agreements, leases and rights and interests securing the same;

A.3. All "**Titled Inventory**" consisting of motor vehicles, trailers, mobile equipment, vessels, aircraft, or other goods for which a certificate of title or similar ownership document has been issued or is required under applicable law, whether now owned or hereafter acquired by Debtor, including without limitation: (a) all such goods held for sale or lease; (b) all certificates of title, manufacturer's statements of origin, bills of sale, registrations, and other documents evidencing ownership or the right to transfer ownership of such goods; (c) all parts, accessories, attachments, and accessions affixed or related thereto; and (d) all replacements and substitutions thereof, together with all proceeds, including insurance proceeds, cash proceeds, chattel paper, accounts, instruments, and general intangibles arising from the sale, lease, loss, damage, or other disposition of any Titled Inventory; provided, however, that to the extent any Titled Inventory is subject to a certificate of title statute, perfection of the security interest therein shall be governed by such statute and Article 9 of the UCC to the maximum extent permitted by law; provided further, that Titled Inventory expressly excludes any interest in real property or improvements deemed to be part of real estate under applicable law:

(a) All attachments, accessions, accessories, tools, parts, components, supplies and repairs, relating to and otherwise included in, on or with, and all additions to, replacements of, and substitutions for, any of the foregoing Titled Inventory.

A.4. All "**Inventory**" as defined in the UCC, including, but not limited to, all goods and merchandise now owned or hereafter acquired by Debtor, wherever located, whether in the possession of Debtor or of a bailee or other person for sale, storage, transit, processing, use or otherwise consisting of whole goods, components, supplies,

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materials, or consigned, returned or repossessed goods, including without limitation, finished goods, merchandise, stock in trade, and goods held for resale or lease, raw materials, supplies, packaging, and materials used or consumed in the manufacture, processing, or provision of goods or services, work in process and partially completed goods, all replacements, substitutions, accessions, and additions thereto, which are held for sale or lease or to be furnished (or have been furnished) under any contract of service or which are raw materials, work-in-process, finished goods or materials used or consumed in Debtor's business or processed by or on behalf of Debtor (regardless of whether characterized as Inventory under the UCC). In addition to the foregoing, and not by way of limitation, Inventory shall include all proceeds, including cash and non-cash proceeds, accounts, chattel paper, instruments, deposit accounts, and general intangibles arising from the sale, lease, or other disposition of Inventory; provided, however, that Inventory expressly excludes any interest in real property or improvements deemed to be part of real estate under applicable law;

A.5. All agreements, contracts, contract rights, credits, letters of credit, security agreements, leases, licenses, indentures, commitments, subscription and customer agreements, purchase and sales orders, and all rights of Debtor thereunder, now existing or hereafter arising, to the extent assignable (hereinafter sometimes collectively referred to as the "**Contracts**");

A.6. All licenses, permits, franchises, certificates, and other governmental authorizations and approvals of any nature whatsoever, now existing, or hereafter arising or issued, to the extent assignable (hereinafter sometimes collectively referred to as the "**Licenses and Permits**");

A.7. All deposit accounts, including, without limitation, all demand, time, savings, passbook, custodial, safekeeping, escrow, or like accounts maintained by Debtor with any bank, savings and loan association, credit union or like organization, and all money, cash, cash equivalents, investment securities, deposits, and prepayments of Debtor in any such deposit account (all of the foregoing being deemed to be in any such account as soon as the same is put in transit to such account by mail or other courier), now or hereafter existing (hereinafter sometimes collectively referred to as the "**Deposit Accounts**");

A.8. All intellectual properties and rights of whatever nature now existing or hereafter created or acquired and all applications therefor and registrations and recordings thereof in the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency of the United States, any state thereof or any other country or political subdivision thereof, including, but not limited to, all the following:

(a) all trademarks, trademark registrations and trademark applications, including, without limitation, common law and other statutory trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, uniform resource locations (URLs), domain names, proprietary product names or descriptions, designs, slogans, labels, trade styles, and any other indicia of origin and general intangibles of like nature, and the goodwill associated with or symbolized by the foregoing (collectively, the "**Trademarks**");

(b) all copyrights, copyright registrations and copyright applications in any original work of authorship or derivative work thereof, fixed in any tangible medium of expression, now known or later developed, whether published or unpublished, registered or unregistered, and the goodwill associated with or symbolized by the foregoing (collectively, the "**Copyrights**");

(c) all patents and patent applications, the inventions and improvements described and claimed therein, and the goodwill associated with or symbolized by the foregoing (collectively, the "**Patents**");

(d) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part of any or all Trademarks, Copyrights, or Patents; all income, royalties, damages, and payments now or hereafter due and/or payable with respect to any Trademarks, Copyrights, or Patents, including, without limitation, damages and payments for past or future infringement, misappropriation, or dilution thereof; all rights (but not any obligation) to sue for past, present, and future infringement, misappropriation or dilution of any Trademarks, Copyrights or Patents or to bring interference or unfair competition proceedings with respect thereto; and all rights corresponding to any Trademarks, Copyrights or Patents throughout the world; and

(e) all other proprietary rights and confidential information, technology, processes, trade secrets, computer programs, source codes, software, customer lists, sales literature and catalogues, license rights and

agreements, customer lists, price lists, subscriber information, operating methods and manuals, unpatented inventions, know-how and the like, formulae, goodwill, and all applications and registrations relating to any of the foregoing, now existing or hereafter arising;

A.9. All investment property, including without limitation, stocks, bonds, debentures, securities, financial assets, securities entitlements, securities accounts, commodity contracts, commodities accounts, subscription rights, options, warrants, puts, calls, certificates, partnership interests, joint venture interests, investments and/or brokerage accounts and all rights, preferences, privileges, dividends, distributions, redemption payments or liquidation payments with respect thereto, now owned or hereafter acquired or arising;

A.10. All tax refunds, claims and abatement of every kind and nature to which Debtor may now or hereafter be entitled, and all rights and claims related thereto, all other refunds, however and whenever arising, all causes of actions, litigations, arbitrations and claims, together with related judgments, settlements and recoveries, whether in tort, breach of contract, or otherwise, and whether pending or unasserted or known or unknown, now existing or hereafter arising;

A.11. All files, correspondence, books, and records, including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating (but only to the extent relating) to the Pledged Collateral, Debtor or the business thereof, all computer programs, tapes, discs, and data processing software containing the same, and all receptacles and containers for such records, whether now or hereafter existing, and wherever located;

A.12. All other accounts, general intangibles, documents, instruments, rights, interests, and properties of every kind and description, whether now or hereafter arising or acquired, tangible or intangible and wherever located;

A.13. All "Equipment" as defined in the UCC, including, but not limited to, all the following:

- (a) All right, title and interest in and to the following general equipment:
 - (i) machinery, all manufacturing, distribution, selling, data processing and office equipment; and
 - (ii) all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, molds, dies, vehicles, vessels, aircraft and all other goods of every type and description (other than Inventory), in each instance whether now owned or hereafter acquired by Debtor and wherever located;
- (b) All attachments, accessions, accessories, tools, parts, components, supplies and repairs, relating to and otherwise included in, on or with, and all additions to, replacements of, and substitutions for, any of the foregoing;

A.14. All general intangibles, including, but not limited to, all the following:

- (a) payment intangibles and all rights, interests, choses in action, commercial tort claims, causes of action, claims and all other intangible property of Debtor of every kind and nature (other than accounts and intellectual property), in each instance whether now owned or hereafter acquired by Debtor, including, without limitation, all general intangibles;
- (b) all corporate and other business records;
- (c) all loans, royalties, and other obligations receivable;
- (d) all inventions, designs, trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, copyrights, licenses, franchises, customer lists, credit files, correspondence, and advertising materials;
- (e) all customer and supplier contracts, firm sale orders, rights under license and franchise agreements (including all license agreements with any other person or entity in connection with any intellectual property or such other person's or entity's names or marks, whether Debtor is a licensor or licensee under any such license agreement), and other contracts and contract rights;
- (f) all interests in partnerships and joint ventures;
- (g) all right, title and interest under leases, subleases, licenses and concessions and other agreements to the extent assignable relating to real or personal property;

- (h) all payments due or made to Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or Governmental Authority;
- (i) all deposit accounts (general or special) with any bank or other financial institution;
- (j) all credits with and other claims against carriers and shippers;
- (k) all rights to indemnification;
- (l) all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts;
- (m) all proceeds of insurance of which Debtor is beneficiary; and
- (n) all letters of credit, guaranties, liens, security interest and other security held by or granted to Debtor; and all other intangible property, whether or not similar to the foregoing;

A.15. All chattel paper, including, but not limited to, all the following:

- (a) all electronic chattel paper;
- (b) all instruments;
- (c) all notes and debt instruments and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor; and
- (d) all bills of lading, warehouse receipts and other documents of title and documents, in each instance whether now owned or hereafter acquired by Debtor;

A.16. All rights and interests of Debtor, now existing or hereafter arising and however and wherever arising, in respect of any and all of the following (hereinafter sometimes collectively referred to as the "**Equity Interests**");

- (a) all shares of capital stock owned by Debtor of the issuers listed thereon (each, an "**Issuer**");
- (b) all interests in any general partnership, limited partnership, limited liability partnership or other partnership held by Debtor (each, a "**Partnership**");
- (c) all interests in any limited liability company or unlimited liability company held by Debtor (each, a "**Company**");
- (d) all interests held by Debtor in any trust, including, but not limited to, family trusts, trusts for estate planning purposes and business trusts or similar arrangements (each, a "**Trust**"); and
- (e) all certificates, if any, representing or evidencing such rights and interests and any interest of Debtor on the books and records of such Issuer, Partnership, Company and/or Trust or on the books and records of any securities intermediary pertaining to such interest, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such interests, and all rights and privileges of Debtor with respect to such interests; and

A.17. All proceeds and products of any of the foregoing, in any form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and, to the extent not otherwise included, any of the foregoing owned by Debtor or in which Debtor has any interest or which are in transit by mail or carrier to or in the possession of any third party acting on behalf of Secured Party; all (a) payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Pledged Collateral and (b) cash; and all books and records pertaining to any of the foregoing.

Nothing in this Security Agreement shall be deemed to constitute an assumption or acceptance by Secured Party of any obligation of Debtor under any of the Pledged Collateral or under any contract or agreement for the purchase, sale, lease, or other disposition of the Pledged Collateral. Debtor hereby confirms that, notwithstanding the above grant of security interests in favor of Secured Party or any exercise by Secured Party of any rights or remedies hereunder, Debtor shall remain liable for any and all liabilities and obligations arising under or in respect of the Pledged Collateral and shall indemnify and hold Secured Party harmless from and against all such liabilities and obligations.

B. Obligations to be Secured. Whether or not recovery upon any of the Indebtedness is now or hereafter becomes barred by any statute of limitations or is now or hereafter becomes otherwise unenforceable, the security interests herein granted shall secure the following obligations of Debtor to Secured Party, including, without limitation, any of the covenants, promises or requirements of the Loan Documents (collectively, the "**Secured Obligations**"):

B.1. Obligations Evidenced by the Loan Documents. All Indebtedness under the Loan Documents, including the prompt and complete payment and performance of the Loan and each indebtedness, obligation, and covenant of Debtor in favor of Secured Party arising under (a) the Loan Documents and any renewals or extensions thereof or modifications or amendments thereto; (b) all agreements and instruments executed pursuant thereto or hereto; and (c) any other agreement or instrument now or hereafter evidencing or securing any of the foregoing; whether such indebtedness, obligation, or covenant be direct or indirect, joint or several, absolute or contingent, liquidated or unliquidated, and whether or not the same be from time to time amended, modified, increased, decreased, or extinguished and later recreated; and including, without limitation, the payment of amounts which would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a) and interest which, but for the filing of a petition in bankruptcy, would accrue on such obligations; and

B.2. Fees and Expenses. The payment and reimbursement of all fees and expenses, including, without limitation, Attorneys' Fees and Costs, advanced or reasonably incurred by Secured Party in connection with the perfection and protection of the security interests herein granted, the preservation or disposition of the Pledged Collateral, or any part thereof, or the enforcement by Secured Party of any of the foregoing obligations whether upon default by Debtor or otherwise.

C. Representations and Warranties of Debtor. Debtor hereby represents and warrants to Secured Party that:

C.1. Title to Pledged Collateral. Except for the security interests granted to Secured Party hereby, Debtor has, and will at all times during the term of the Note hereof have, good and valid title to all and every part of the Pledged Collateral, free and clear of any mortgage, pledge, lien, security interest, encumbrance, conditional sale contract, lease or other title retention agreement, or any other adverse claim of any nature whatsoever, except as otherwise permitted in sections D.7 and E.1 hereof;

C.2. Priority. Upon the execution and delivery of this Security Agreement by Debtor and the filing of appropriate financing statements with the appropriate governmental agencies and, as applicable, upon the issuance of a new certificate of title identifying the name and address of both Debtor and Secured Party evidencing and noting the Lien thereon in favor of Secured Party against any Equipment that is subject to a certificate of title statute requiring as a condition of perfection that the security interest be indicated on such certificate (hereinafter sometimes collectively referred to as the "**Titled Equipment**") and, in the case of any Intellectual Property, if and as applicable, the filing of a notice of grant in form and substance reasonably satisfactory to Lender in the United States Patent and Trademark Office, in the United States Copyright Office and/or with any other Governmental Authority in any other jurisdiction or, as applicable, upon Secured Party's control or taking possession of the Pledged Collateral, Secured Party will have a perfected security interest in and to the Pledged Collateral having first priority for the full amount of all the Secured Obligations, subject only to the Permitted Liens which have been expressly approved by Secured Party pursuant to the terms of the Loan Documents;

C.3. Information Regarding Debtor. Any and all information heretofore furnished to Secured Party by Debtor in connection with the Secured Obligations or Debtor's financial condition or the use, value or condition of the Pledged Collateral is true and correct in all material respects, and all such information hereafter furnished to Secured Party by Debtor will be true and correct in all material respects when furnished;

C.4. Accounts. To the best of Debtor's knowledge, each account debtor with respect to a Receivable was solvent and had the capacity to contract at the time the contract or other document giving rise to the Receivable was executed, and each Receivable is, or at the time the same comes into existence will be, a true and correct statement of a bona fide indebtedness incurred by the account debtor named therein in the amount stated therein; and

C.5. Contracts. Each Contract (and each agreement and contract right embodied therein) has been duly authorized, executed, and delivered by the parties thereto, has not been amended or otherwise modified in any

manner, is in full force and effect, and is binding upon and enforceable against the parties thereto in accordance with its terms, subject to bankruptcy, insolvency and other laws of general applicability relating to or affecting creditors' rights and to general equity principles, whether considered in a proceeding at law or in equity. There exists no default by Debtor under any such Contract.

D. Affirmative Covenants. Debtor covenants that until such time as all the Secured Obligations are indefeasibly paid or satisfied in full, unless Secured Party shall otherwise consent in writing:

D.1. Financing Statements; Further Documents. Debtor shall take affirmative reasonable steps, from time to time at the request of Secured Party, whether before or after the occurrence of an Event of Default, to authorize Secured Party to complete and file such UCC-1 financing statements, amendments thereto, continuation statements, and other documents, including, but not limited to, a new certificate of title showing the newly created security interest in the Titled Equipment, in form and substance reasonably satisfactory to Secured Party showing Debtor, as debtor, and Secured Party, as secured party, and shall do such other acts and things as Secured Party may reasonably request, to create, perfect, and continue Secured Party's security interests in the Pledged Collateral and to maintain the priority thereof. Debtor hereby authorizes Secured Party at any time and from time to time to file and/or record any or all such financing statements, amendments thereto, continuation statements, instruments, certificates of title, and documents and to take all such other actions as Secured Party may deem appropriate to perfect and to maintain perfected the security interests granted herein, without the signature of Debtor (where permitted by law);

D.2. Delivery of Pledged Collateral. With respect to any Pledged Collateral consisting of certificated securities, instruments, documents, chattel paper (including, without limitation, electronic chattel paper and tangible chattel paper that evidence the Receivables), letters or advices of credit, certificates of title, or the like, as to which Secured Party's security interest need, or may, be perfected by, or the priority thereof need be assured by, possession of such Pledged Collateral, pursuant to the UCC:

(a) Debtor shall, upon demand of Secured Party, deliver possession of the same in pledge to Secured Party, endorsed or accompanied by such instruments of assignment or transfer as Secured Party may specify and stamped or marked in such manner as Secured Party may specify, in its sole discretion; and

(b) Debtor hereby consents and agrees that any issuers of, or obligors on, any such Pledged Collateral, or any registrar or transfer agent or trustee for any such Pledged Collateral, shall be entitled to accept and rely on the provisions of this Security Agreement as conclusive evidence of the right of Secured Party to effect any transfer or to exercise any right hereunder or with respect to any such Pledged Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by Debtor or any other person to any such issuers or such obligors or by any such registrar or transfer agent or trustee;

D.3. Records. Debtor shall make appropriate notations and entries in its ledgers, books of account, and financial statements disclosing the security interests of Secured Party in the Pledged Collateral;

D.4. Deposit Accounts; Consents and Estoppel Certificates. Debtor shall, at its sole cost and expense, take such steps as Secured Party may deem reasonably necessary or desirable in order to (a) perfect the security interests of Secured Party with respect to the Deposit Accounts including, without limitation, delivering to Secured Party a deposit account and security agreement and any and all other instruments or other documents relating to such Deposit Accounts and giving notices and taking all other actions reasonably requested by Secured Party in order to give Secured Party access to such Deposit Accounts; (b) obtain all necessary consents to the transfer or hypothecation hereunder of any Contracts or Licenses and Permits which may not be transferred or hypothecated hereunder until such consent is obtained; and (c) obtain such estoppel certificates as Secured Party may require from other parties to Contracts or Licenses and Permits;

D.5. Protection of Security and Legal Proceedings. Debtor shall, at its own expense, take any and all actions reasonably necessary to preserve, protect, and defend the security interests of Secured Party in the Pledged Collateral and the perfection and priority thereof against any and all adverse claims, including appearing in and defending all actions and proceedings which purport to affect any of the foregoing. Debtor shall cooperate with Secured Party in any litigation brought against Secured Party related to the Pledged Collateral and this Security Agreement. Debtor shall promptly reimburse Secured Party for any and all sums, including costs, expenses, and actual attorneys' fees that Secured Party may pay or incur in defending, protecting, or enforcing its security interests

in the Pledged Collateral or the perfection or priority thereof or in discharging any prior or subsequent lien or adverse claim against the Pledged Collateral or any part thereof or by reason of becoming or being made a party to or intervening in any action or proceeding affecting the Pledged Collateral or the rights of Secured Party therein, all of which actions Debtor hereby agrees that Secured Party shall have the right to take in its sole and absolute discretion. Notwithstanding the foregoing, under no circumstances shall Secured Party be deemed to assume any responsibility for, or obligation or duty with respect to, any part or all of the Pledged Collateral of any nature or kind or any matter or proceedings arising out of or relating thereto, other than (a) to exercise reasonable care in the physical custody of the Pledged Collateral and (b) during an Event of Default, to act in a commercially reasonable manner. Secured Party shall not be required to take any action of any kind to collect, preserve or protect its or Debtor's rights in the Pledged Collateral or against other parties thereto. Secured Party's prior recourse to any part or all the Pledged Collateral shall not constitute a condition of any demand, suit or proceeding for payment or satisfaction of any of the Secured Obligations;

D.6. Payment of Taxes. Debtor shall pay or cause to be paid all Taxes and other levies with respect to the Pledged Collateral when the same become due and payable except such as are being contested in good faith and bonded or accrued for in a manner reasonably satisfactory to Secured Party by appropriate proceedings, where the effect of such proceedings is to stay any enforcement in respect of such unpaid Taxes, and provided that, in any such case, Debtor shall set aside on its books reserves reasonably deemed by Secured Party to be adequate to protect against liability for such Taxes;

D.7. Use and Maintenance of Pledged Collateral. Debtor shall comply with all laws, statutes, and regulations pertaining to its use and ownership of the Pledged Collateral and its conduct of its business; properly care for and maintain all of the Pledged Collateral in good condition, free of misuse, abuse, waste, and deterioration, reasonable wear and tear of intended use excepted; promptly notify Secured Party of any loss or damage to the Pledged Collateral, or any material portion thereof (whether or not covered by insurance); keep accurate and complete books and records pertaining to the Pledged Collateral in accordance with generally accepted accounting principles; and promptly and completely perform and maintain in full force and effect all of the Contracts and Licenses and Permits; provided, however, notwithstanding anything in this Security Agreement to the contrary, prior to the occurrence and continuance of an Event of Default, Debtor shall be permitted to acquire, use and dispose of Pledged Collateral in accordance with the Loan Agreement;

D.8. Inspection. Debtor shall give Secured Party such information as may be reasonably requested concerning the Pledged Collateral and shall at all reasonable times and upon reasonable notice permit Secured Party and its agents and representatives to enter upon any premises upon which the Pledged Collateral is located for the purpose of inspecting the Pledged Collateral. Furthermore, Debtor shall give Secured Party at all reasonable times on reasonable notice, full access to and the right to audit any and all of Debtor's books and records pertaining to the Pledged Collateral, to confirm and verify the value of the Pledged Collateral, and to do whatever else Secured Party reasonably may deem necessary or desirable to protect its interests;

D.9. Titled Equipment. Debtor shall deliver to Secured Party (a) a current certificate of title for the Titled Equipment, (b) a fully-executed application for a new certificate of title showing the newly created security interest in the Titled Equipment in favor of Secured Party as provided in this Security Agreement, and (c) evidence of Debtor's payment of all required fees and Taxes for the Titled Equipment. Debtor authorizes Secured Party to cause such documents and fees to be delivered to the appropriate government agencies. Debtor shall take all actions required by Secured Party to (i) cause the issuance of a new certificate of title identifying the name and address of both Debtor and Secured Party evidencing and noting the Lien thereon in favor of Secured Party against the Titled Equipment, (ii) cause the new certificate of title to be deposited with and held by Secured Party, and (iii) notify any third parties who claim, or may assert, any right, title and/or interest in and to the Titled Equipment of the senior Lien in the Titled Equipment granted under this Security Agreement by Debtor in favor of Secured Party (including Secured Party's filing of a UCC-1 Financing Statement); and

D.10. Commercial Tort Claims. Debtor shall promptly notify Secured Party of any commercial tort claim acquired by it, and, unless otherwise consented to in writing by Secured Party, such Debtor shall enter into a supplement to this Security Agreement granting to Secured Party a Lien on and security interest in such commercial tort claim. Such notification shall include information sufficient to describe such commercial tort claim, including,

but not limited to, the parties to the claim, the court in which the claim was commenced, the docket number assigned to such claim, if any, and a detailed explanation of the events that gave rise to the claim.

E. Negative Covenants. Debtor covenants that until such time as all the Secured Obligations are indefeasibly paid or satisfied in full, without the prior written consent of Secured Party:

E.1. Sale or Hypothecation of Pledged Collateral. Debtor shall not directly or indirectly, whether voluntarily, involuntarily, by operation of law or otherwise (a) sell, assign, transfer, exchange, lease, license, lend, or dispose of any of the Pledged Collateral (except for licenses, sales of assets or fuel, and payment of creditors in the ordinary course of Debtor's business consistent with past practices or, if applicable, the financing of office equipment in the ordinary course of Debtor's business), or any of Debtor's rights therein, or enter into any agreement to take any of the foregoing actions, nor (b) cause, suffer or permit any of the Pledged Collateral, or any of Debtor's rights therein, to be affected by any encumbrance, security interest or adverse claim of any kind or nature whatsoever, except for Permitted Liens.

The inclusion of "**proceeds**" as a component of the Pledged Collateral shall not be deemed a consent by Secured Party to any sale, assignment, transfer, exchange, lease, license, loan, granting of an option with respect to or disposition of all or any part of the Pledged Collateral;

E.2. Location of Pledged Collateral; Changes of Name. Debtor shall not, without giving to Secured Party at least thirty (30) days' prior written notice, (a) cause or allow any of the Pledged Collateral to be moved; (b) move its chief executive office or the location of its books or records; (c) change its name, its trade or fictitious business name(s), business structure, or its form of doing business; or (d) liquidate, merge, or consolidate with or into any other business organization;

E.3. Certain Agreements. Debtor shall not cause, suffer, or permit to occur any compromise, adjustment, amendment, modification, settlement, waiver, substitution, or termination in respect of any of the Pledged Collateral, other than in the ordinary course of business, or in respect of any Contracts; nor cause, suffer or permit anything to be done which might impair, or fail to do anything necessary or advisable in order to preserve, the value of the Pledged Collateral and the security interests of Secured Party therein; and

E.4. Preservation of Pledged Collateral. Debtor shall not cause or allow anything to be done that might materially impair or fail to do anything necessary or advisable to preserve, the value of the Pledged Collateral and the security interests of Secured Party therein. Debtor shall not use nor permit the use of the Pledged Collateral for illegal purposes.

F. Rights of Secured Party with Respect to Pledged Collateral.

F.1. Inspection and Performance of Obligations. At any time (whether or not an Event of Default has occurred), without notice or demand, Secured Party may, to the extent it may be necessary or desirable to protect its security interests hereunder, but Secured Party shall not be obligated to: (a) at the expense of Secured Party, enter upon any premises on which Pledged Collateral is situated and examine the same or (b) at the expense of Debtor, perform any obligation of Debtor under this Security Agreement.

F.2. Rights to Audit. Secured Party shall at all reasonable times on reasonable notice have full access to and the right to audit any and all of Debtor's books and records pertaining to the Pledged Collateral, to confirm and verify the value of the Pledged Collateral and to do whatever else Secured Party reasonably may deem necessary or desirable to protect its interests.

F.3. Protection and Preservation of Pledged Collateral. In case of any failure of Debtor to keep the Pledged Collateral free from liens or adverse claims (except as otherwise provided herein), or to pay Taxes on or in respect thereof, or fully and punctually to keep and perform any other covenant hereof, then Secured Party may (but shall have no duty or obligation to do so) pay, contest, or settle such Taxes, liens or adverse claims, or any judgments based thereon, take any action to preserve any rights of or against any prior or other parties in connection with the Pledged Collateral, exercise any voting rights or managerial rights with respect to any Pledged Collateral, make or give any presentments, demands for performance, notices of non-performance, protests, notices of protests, notices of dishonor, or notices of any other nature whatsoever in connection with the Pledged Collateral or the Secured Obligations, or otherwise make good any other aforesaid failure of Debtor. Debtor shall promptly reimburse Secured

Party for any sums which may be paid or advanced by Secured Party for any such purpose, together with interest at the maximum rate permitted by law from the date of any such advance to the date of reimbursement.

F.4. Attorney-In-Fact. Debtor hereby appoints Secured Party as its attorney-in-fact, with full power of substitution, to do any act that Debtor is obligated by this Security Agreement to do and to take any action and execute and deliver, and if appropriate, file, and/or record with the appropriate office, any agreements, documents, or instruments, including, without limitation, security agreements, financing statements, financing statement amendments, continuation statements, or other instruments without the signature of Debtor (where permitted by law), that Secured Party may deem necessary or advisable to accomplish the purposes hereof, upon the occurrence of any Potential Default or Event of Default but not before, which appointment is irrevocable and coupled with an interest.

G. Events of Default; Remedies of Secured Party. An Event of Default under the Loan Agreement shall constitute an Event of Default under this Security Agreement. Upon the occurrence of any Event of Default or any time thereafter, then, in addition to all other rights and remedies of Secured Party hereunder or at law or in equity, Secured Party may exercise any and all of the following rights and remedies, all of which shall be cumulative and not mutually exclusive:

G.1. Acceleration of Indebtedness. Secured Party may declare any or all of the Secured Obligations, or any part thereof, to be immediately due and payable without demand or notice and Secured Party may proceed to collect the same.

G.2. Notification to Third Parties. Secured Party may (a) collect any and all amounts due to Debtor from other persons and/or (b) notify any account debtor obligated on any of the Pledged Collateral or any purchaser of Pledged Collateral or any other person of Secured Party's interest in the Pledged Collateral and instruct any such persons to make payments thereon directly to Secured Party and otherwise act with respect thereto as though it were the absolute owner thereof;

G.3. Handling of Funds. Secured Party may require Debtor to hold in trust for Secured Party all payments received by Debtor without commingling them with any other funds and Secured Party may require Debtor either to turn over to Secured Party in the form received all checks, drafts, cash, and other remittances with any necessary endorsements or to deposit them immediately in a separate account maintained by Secured Party;

G.4. Compromise of Claims. Secured Party may grant extensions, compromise claims, and settle Pledged Collateral for less than face value, all without prior notice to Debtor.

G.5. Appointment of Receiver. Without regard to the adequacy of the security for the Secured Obligations by virtue of this Security Agreement or any other Pledged Collateral and without regard to the solvency of Debtor, Secured Party may institute legal proceedings for the appointment of a receiver or receivers with respect to any or all of the Pledged Collateral pending foreclosure hereunder or for the sale of any or all of the Pledged Collateral under the order of a court of competent jurisdiction or under other legal process;

G.6. Retention and/or Transfer of Pledged Collateral. Secured Party may choose to accept the Pledged Collateral after giving notice of such proposal to Debtor and to any other person with a security interest in such Pledged Collateral, and such acceptance shall discharge the Secured Obligations, provided that neither Debtor nor any other person with a security interest in such Pledged Collateral objects, in writing, to such proposal within twenty-one (21) days from receipt of such notice. Without limiting the generality of the foregoing, Secured Party may cause all or any part of the Pledged Collateral, including Equity Interests, held by it to be transferred into its name or the name of its nominee or nominees;

G.7. Setoff. Secured Party may set off the Secured Obligations, or any part thereof, against any property of Debtor with or in the possession of Secured Party, whatever the source of such property;

G.8. Vote Equity Interests. If Secured Party so elects and gives written notice of such election to each respective Issuer, Partnership, and/or Company, Secured Party may vote any or all shares and interests, as applicable, of the Equity Interests (whether or not the same shall have been transferred into its name or the name of its nominee or nominees) for any lawful purpose (Debtor hereby irrevocably constituting and appointing Secured Party the proxy and attorney-in-fact of Debtor, with full power of substitution, to do so); and

G.9. Other Rights Against Debtor. Secured Party may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the UCC, and Secured Party may also without notice, except as specified below, sell the Pledged Collateral or any part thereof in one or more public or private sales, for cash, on credit or for future delivery, and upon such other terms as Secured Party, in its sole and absolute discretion, may deem commercially reasonable. Debtor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' written notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Debtor hereby waives any claims against Secured Party arising by reason of the fact that the price at which any Pledged Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Pledged Collateral to more than one offeree and, in all events, such sale shall be deemed to be commercially reasonable. At any such public or private sale, Secured Party may be the purchaser of the whole or any part of the Pledged Collateral. Secured Party and any other purchaser of any portion or all the Pledged Collateral at any such sale shall hold the purchased Pledged Collateral free from any claim or right on the part of Debtor, and Debtor hereby waives any right of redemption, stay, or appraisal that it might otherwise have under applicable law. The proceeds from any such sale shall be applied first to the irrevocable payment or satisfaction in full of the Secured Obligations, in such order of application as Secured Party shall determine, and, thereafter, any balance shall be distributed to Debtor or as otherwise required by applicable law. If the proceeds of any such sale are insufficient to pay or satisfy in full the Secured Obligations as specified above, Debtor shall remain liable for such deficiency.

H. Demands, Notices, and Commercially Reasonable Sale. All demands of performance, advertisements, notices of sale or retention, and manner of sale, as well as the presence of the Pledged Collateral at any sale and the constructive possession of the Pledged Collateral by the person conducting any sale, except only as provided by the UCC, are hereby specifically waived by Debtor.

I. Cumulative Rights; No Waiver. The several rights and remedies of Secured Party hereunder or referred to herein shall, to the fullest extent permitted by law, be construed as cumulative, and no one of them shall be exclusive of the others. No delay or omission of Secured Party in exercising any right or remedy provided in this Security Agreement or arising from any default of any of the Secured Obligations shall be construed as an acquiescence therein, a waiver of such default, or a waiver of or limitation upon the right of Secured Party to exercise, at any time and from time to time thereafter, any right or remedy under this Security Agreement. No waiver of any breach of any of the covenants or conditions of this Security Agreement shall be construed to be a waiver of or acquiescence in any preceding or subsequent breach of the same or any other condition or covenant. If the performance of any of the Secured Obligations is at any time secured by any other instrument or instruments, the exercise by Secured Party of any right or remedy under any such other instrument shall not be construed as or deemed to be a waiver of any limitation upon the right of Secured Party to exercise, at any time and from time to time thereafter, any right or remedy under this Security Agreement or under any such other instrument. The rights of Secured Party hereunder shall not be exhausted by its exercise of any of its rights and remedies or by any action or by any number of successive actions until and unless all Indebtedness has been paid in full.

J. Liability and Indemnification. Secured Party shall not be liable to Debtor for any act of or omission by Secured Party unless Secured Party's conduct (or the conduct of Secured Party's agents or representatives) constitutes willful misconduct or gross negligence. Debtor agrees to indemnify and to hold Secured Party harmless from and against all losses, liabilities, claims, damages, costs, and expenses (including actual attorneys' fees and disbursements) with respect to (i) any action taken by Secured Party with respect to its interest in, or rights with respect to, the Pledged Collateral under this Security Agreement, provided that Secured Party's conduct does not constitute willful misconduct or gross negligence, and (ii) any claims arising out of Debtor's ownership of the Pledged Collateral or Secured Party's security interest therein.

K. Assignment of Obligations. Secured Party may transfer or negotiate any of the Secured Obligations, and upon such transfer or negotiation Secured Party may transfer therewith all or any part of the Pledged Collateral.

General Security Agreement

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Thereupon, Secured Party shall be wholly discharged from all liability and responsibility with respect to the amount of the Secured Obligations and the Pledged Collateral so transferred. With respect to any Indebtedness or Pledged Collateral not so transferred, Secured Party shall retain all its rights hereunder.

L. Security Interests Absolute. All rights of Secured Party and security interests hereunder, and all of the Secured Obligations of Debtor hereunder, shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Security Documents or any other agreement or instrument relating thereto, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Documents or any other agreement or instrument relating thereto, (iii) any exchange, release or non-perfection of any other Pledged Collateral, or any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Secured Obligations, or (iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Debtor.

M. Covenants and Waivers. Secured Party may, at any time and from time to time, in Secured Party's sole and absolute discretion, without notice or demand and without affecting the enforceability or continuing effectiveness of this Security Agreement: (i) subject, in all cases to the terms and conditions of the agreements and instruments evidencing the Secured Obligations (including, without limitation, any requirement to obtain the consent of Debtor under such agreements and/or instruments), supplement, modify, amend, extend, renew, accelerate, waive, or otherwise change the time for payment or the terms of any of the Secured Obligations or any additional security or guaranties now or hereafter held therefor; (ii) enter into or give any agreement, approval, or consent with respect to any of the Secured Obligations or any additional security or guaranties now or hereafter held therefor; (iii) accept new or additional instruments, documents, or agreements in exchange for or relative to any of the Secured Obligations; (iv) accept partial payments on any of the Secured Obligations; (v) receive and hold additional security or guaranties for the Secured Obligations; (vi) settle, release, liquidate, and/or fail to enforce any of the Secured Obligations; (vii) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, transfer, and/or fail to enforce any other security or guaranties now or hereafter held for any of the Secured Obligations; (viii) substitute, exchange, amend, or alter any other security or guaranty now or hereafter held for any of the Secured Obligations, whether or not the security or guaranty received upon the exercise of such power is of the same character or value as the security or guaranty so affected; (ix) consent to the transfer of any such other security and bid and purchase the same at any sale thereof; and/or (x) consent to any merger, change or other restructuring or termination of the corporate existence of Debtor or any other person and correspondingly restructure any of the Secured Obligations. To the fullest extent permitted by law, Debtor hereby waives (i) any right to require Secured Party to proceed against any other person or to proceed against or exhaust any other security held by Secured Party at any time or to pursue any other remedy in Secured Party's power before exercising any right or remedy under this Security Agreement and (ii) demand, protest, and notice of any kind.

N. Business Operations and Activities. Notwithstanding anything contained in this Security Agreement to the contrary, Secured Party hereby acknowledges and agrees that Debtor shall be permitted, at Debtor's sole discretion, to coordinate its business operations and activities with one or more of Debtor's affiliates and perform such actions that it deems to be in the best interests of Debtor and/or the business operations and activities of Debtor and Debtor's affiliates. Secured Party hereby acknowledges and agrees that any such action may result in the diminishment in value of certain portions of the Pledged Collateral, and that such diminishment in value shall not constitute an Event of Default.

O. Miscellaneous.

O.1. Attorneys' Fees. Debtor shall pay promptly to Secured Party, without demand, all Attorneys' Fees and Costs and other expenses paid or reasonably incurred by Secured Party in collecting or compromising any of the Secured Obligations or in enforcing or exercising its rights or remedies created by, connected with or provided in this Security Agreement, whether or not suit is filed.

O.2. Time of Essence. Time is hereby declared to be of the essence of this Security Agreement and of every part hereof.

O.3. Statute of Limitations. Debtor hereby waives all rights to plead or assert at any time any statute of limitations as a defense or bar to any action or proceeding brought to enforce this Security Agreement or any of the Secured Obligations.

O.4. Reinstatement of Rights. Secured Party's rights hereunder shall be reinstated and revived, and the enforceability of this Security Agreement shall continue, with respect to any amount at any time paid on account of the Secured Obligations which thereafter shall be required to be restored or returned by Secured Party upon the bankruptcy, insolvency, or reorganization of Debtor, or any other person, all as though such amount had not been paid.

O.5. Entire Agreement. The Loan Documents, including, without limitation, the Security Documents, contain the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, may not be contradicted by evidence of unwritten oral agreements (whether prior, contemporaneous, or subsequent), and may not be altered or amended except by the written agreement of the parties hereto. No provision of this Security Agreement or right of Secured Party hereunder can be waived nor can Debtor be released from its obligations hereunder except by a writing duly executed by Secured Party as set forth herein.

O.6. Binding on Successors. This Security Agreement shall inure to the benefit of and bind, as the case may be, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

O.7. Severability. Should any one or more provisions of this Security Agreement be determined to be illegal or unenforceable, all other provisions of this Security Agreement nevertheless shall be effective.

O.8. Terminology. Where the context or construction requires, all words applied in the plural shall be deemed to have been used in the singular and vice versa, the neuter shall include the masculine and feminine.

O.9. Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

O.10. Headings. The headings of the several paragraphs hereof are included only for the convenience of reference and are not intended to govern, construe, or modify any provisions of the several paragraphs hereof.

O.11. Applicable Law; Venue. This Security Agreement shall be construed and interpreted in accordance with, and be governed by, the laws of the Governing Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Security Agreement may only be brought in the Governing Jurisdiction, and each party hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on a party anywhere in the world.

O.12. Interpretation. Each of the parties hereto hereby acknowledges that it has been represented by independent counsel of its own choice throughout all negotiations which have preceded the execution of this Security Agreement and that it has executed same with the consent and upon the advice of said independent counsel. Each party and their counsel have cooperated in the drafting and preparation of this Security Agreement; it shall be deemed their joint work product and may not be construed against any party by reason of its preparation. Each of the parties hereto acknowledges that no other party, or agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the other party to execute this instrument, and each party hereto acknowledges that it has not executed this instrument in reliance upon any such promise, representation, or warranty not contained herein.

P. ALTERNATIVE DISPUTE RESOLUTION. Notwithstanding any other provision to the contrary in the Loan Documents pertaining to dispute resolution in connection with the Loan made by Lender to Borrower, this section P shall govern the resolution of any dispute, controversy, or claim arising out of or relating to this agreement or any other Loan Document, or the default, breach, termination, or invalidity related thereto, after the expiration of the respective notice and cure period (each, a "Dispute"). As set forth herein, the procedures that follow shall be the exclusive mechanism for resolving any Dispute that may arise from time to time. Lender agrees to the terms of this section by its acceptance hereof.

P.1. Negotiation. If any Dispute arises between Borrower and Lender, the parties agree to meet informally and promptly and confer regarding their respective positions and interests in any Dispute arising between or among them, doing so in good faith, to resolve the Dispute. The representatives with authority to resolve the Dispute shall

meet at a mutually acceptable time and place, within 15 days after receipt of a letter requesting a meeting pursuant to this paragraph ("**Notice of Negotiation**"), sent by any party, and thereafter shall meet as often as they deem necessary, shall exchange relevant information and shall, recognizing their mutual interests, diligently endeavor to resolve the Dispute in a manner satisfactory to both parties. All reasonable requests for information made by one party to the other will be honored.

P.2. Arbitration. If the parties are not able to resolve the Dispute through negotiation, Borrower and Lender agree that all Disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the applicable arbitration rules of the private alternative dispute resolution association/service in effect at the time the claim is filed, upon request of either party. No act to take or dispose of all or any portion of Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning all or any portion of Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party.

The parties and arbitrator(s) shall treat all aspects of the arbitration proceedings, including, without limitation, discovery, testimony and other evidence, briefs and the award, as strictly confidential, provided, however, that any award or order rendered by the arbitrator(s) pursuant to the terms of this agreement may be entered as a judgment in any court having jurisdiction. Nothing in this agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. In any Dispute between the parties that is arbitrable hereunder, when the aggregate of all claims and the aggregate of all counterclaims each is in an amount less than \$75,000, the arbitration shall be before a single neutral arbitrator to be selected in accordance with the applicable arbitration rules (the "**Rules**") under the expedited procedures of said Rules, if available. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. The arbitration proceedings shall be conducted in the state whose law is designated as the Governing Jurisdiction, or at such other place as may be selected by mutual agreement. Arbitrators appointed by the private alternative dispute resolution association/service hereunder shall be appointed as provided in the Rules unless otherwise mutually agreed to by the parties. The parties agree that the duty to arbitrate disputes hereunder extends beyond the date of the expiration or termination of this agreement, and beyond the date of the fulfillment of any repayment obligations of any party hereunder.

IN THE INTEREST OF AVOIDING ANY AMBIGUITY, BY AGREEING TO THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN THIS SECTION P, THE UNDERSIGNED PARTY(IES) (AND LENDER BY ITS ACCEPTANCE HEREOF) WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT SAID PARTIES MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE, AS WELL AS OTHER RIGHTS SAID PARTIES WOULD HAVE IN COURT THAT ARE NOT AVAILABLE OR ARE MORE LIMITED IN THE AFOREMENTIONED ALTERNATIVE DISPUTE RESOLUTION PROCEEDING(S), AND INCLUDING IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION EVER FINDS THE PROVISIONS OF THIS SECTION P TO BE UNENFORCEABLE. THIS SECTION P CONSTITUTES A BINDING ALTERNATIVE DISPUTE RESOLUTION AGREEMENT AND, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, A JURY TRIAL WAIVER, WHICH MAY BE ENFORCED AGAINST THE AFOREMENTIONED PARTIES.

Each of the parties hereto has caused this Security Agreement to be executed and delivered as of the date first set forth above.

SIGNATURE(S) CONTINUED ON FOLLOWING PAGE(S)

DEBTOR:
C&I SAMPLE LLC,
a California limited liability company

By: _____
JANE SAMPLE,
Managing Member

SECURED PARTY:
LOANDOC SOLUTIONS,
a California corporation

By: _____
Name: _____
Title: _____

SAMPLE