

income, earnings or proceeds with any of my accounts, funds or other property. I further agree that you may at your option apply any cash or cash equivalent income, earnings or proceeds that you may receive from the Collateral towards the payment of the Indebtedness in such order and with such priority as you may determine within your sole discretion, whether or not any such Indebtedness is then due and owing, or you may hold such funds as additional cash Collateral securing the Indebtedness.

Collection Rights: I agree that, in the event of default under the Indebtedness, you may at any time and for any reason, demand payment, sue for, collect and receive any money and/or property which may be owed under any of the Collateral that consists of Investment property and/or obligations for the payment of money (such as instruments, chattel paper and promissory notes). I also agree, that you may notify any person or persons holding the Collateral or obligated to me with respect thereto, and instruct such persons to make payment directly to you. I further agree that you may extend the time for payment or performance of any such obligation, grant a renewal or change, or compromise or release any person or other collateral securing such obligation, as you may deem to be advisable, without obtaining my prior written consent and without incurring any liability or responsibility to me or any other person. You may take any of these actions either in my name or in your name.

Filing Perfection: I agree that you may, at any time and within your sole discretion, file a UCC-1 financing statement with respect to the Collateral. I hereby appoint you as my agent and attorney-in-fact to sign my name on such a financing statement. I agree that you may file such a financing statement by sending a facsimile or appropriate copy to the filing officer in lieu of filing an original containing my signature or your signature on my behalf under the above power of attorney. I represent and warrant to you that I have provided you with my correct social security or employer identification number, and I agree to notify you in advance should I ever apply for or obtain a new social security or employer identification number, or should I change the, state of my residence or the state where my principal offices are located. I agree to reimburse you for the cost of filing such a financing statement, as well as the cost of continuing the effectiveness of my financing statement on the public records, and the costs of ultimately terminating the same. Such additional amounts when expended shall be included in the Indebtedness secured hereby.

Default Rights and Remedies: I agree that you may do any or all of the following should I default under this Agreement and fail to cure the default within thirty (30) days after receipt of written notice of default, or should the Borrower default under the terms of the Indebtedness secured by this Agreement:

Accelerate Indebtedness. Declare all of the Indebtedness to be immediately due and payable.

Sale of Collateral. Sell any of the Collateral at your discretion as a unit or in parcels, with or without appraisal, at one or more public auctions or private sales.