SECURITY AGREEMENT

EMPLOYEE RETENTION TAX CREDIT COMMISSION ADVANCE

THIS SECURITY AGREEMENT ("Agreement") is made and delivered as of _____, _____, by **[insert brokerage name]**, a [_____ corporation/limited liability company] ("Borrower"), to **CFX, LLC**, an Arizona limited liability company, its successors and assigns ("Lender").

R E C I T A L S:

A. Pursuant to the terms and conditions of those certain Demand Notes (the "Notes") between Borrower and Lender, Lender has extended, and will continue to extend, to Borrower loans for purposes of advancing commissions related to the Employee Retention Credit (the "Loan").

B. The Notes are payable to the order of and delivered to Lender.

C. The Notes are secured by this Agreement. The Notes, this Security Agreement, and all other documents evidencing or securing the Loan are collectively referred to herein as the "Loan Documents". All terms not otherwise defined herein shall have the meanings set forth in the Loan Documents or in the Uniform Commercial Code as in effect from time to time in the State of Arizona ("UCC").

ACCORDINGLY, for and in consideration of the making of the Loan and as an inducement to Lender to do so, and for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, Borrower and Lender agree as follows:

1. **Creation of Security Interest**. Borrower hereby grants to Lender a security interest in and does hereby collaterally assign, pledge, mortgage, convey and set over unto Lender the property owned by Borrower and described in the UCC, and more particularly as follows (hereinafter referred to collectively as the "Collateral"):

(a) All of Borrower's accounts now owned or hereafter created or acquired with respect to Borrower's businesses and operations, including, without limitation, all of the following now owned or hereafter created or acquired by Borrower: (i) accounts, contract rights, book debts, notes, drafts, and the other obligations or indebtedness owing to Borrower; (ii) Borrower's rights in, to and under all purchase orders for goods, services or other property; (iii) monies due or to become due to Borrower under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Borrower; and (iv) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing;

(b) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made; and

(c) All books and records relating to any and all of the foregoing.

2. **Borrower's Obligations**.

(a) Payment of Indebtedness. The security interest created herein is given as additional security for: the payment to Lender of all indebtedness evidenced by and according to the terms

of the Notes and the other Loan Documents; the payment of all sums hereafter loaned, paid out, expended or disbursed by Lender under the terms of this Agreement or otherwise, to or for the account of Borrower, together with interest thereon; all extensions or renewals of each and all of the Notes and the other Loan Documents evidencing sums hereafter loaned, paid out, expended or disbursed by Lender, its successors or assigns, to or for the account of Borrower; the discharge and performance of all agreements and obligations under the Notes and the other Loan Documents; the payment of all expenses and charges, legal or otherwise, including reasonable attorneys' fees, paid or incurred by Lender in connection with perfecting the security interest granted hereunder in the Collateral, in realizing or protecting the Collateral, or collecting or enforcing the payment of any or all such indebtedness, obligations, liabilities, expenses and charges; and any other obligations, liabilities or indebtedness of Borrower to Lender, whether such obligations, liabilities or indebtedness are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired by Lender (all of the foregoing are hereinafter collectively called the "Indebtedness").

(b) Protection of Collateral. Borrower shall take any and all steps required to protect the Collateral and in pursuance thereof Borrower agrees that:

(i) The Collateral shall at all times be insured against loss and such other risks as Lender may require in such amounts, with such companies, under such policies, in such form and for such periods as shall be satisfactory to Lender, and each such policy shall provide that the loss thereunder and the proceeds payable thereunder shall be payable to Lender as its interest may appear, and Lender may apply any proceeds of such insurance which may be received by Lender toward the payment of the Indebtedness whether due or not due, in such order as Lender may determine; and

(ii) The Collateral may be examined and inspected by Lender at any reasonable time.

(c) Protection of Security Interest. Borrower shall take any and all steps reasonably necessary to protect the priority of the security interest granted herein, and in pursuance of this obligation, Borrower agrees that:

(i) Except as expressly permitted herein, Borrower shall not sell, transfer, lease or otherwise dispose of any of the Collateral or any interest therein or offer to do so without the prior written consent of Lender, or permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement;

(ii) Borrower shall, from time to time, upon written request of Lender and at Borrower's sole cost, deliver to Lender: (A) such further security documents and assurances as Lender may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (B) an inventory of the Collateral in reasonable detail. If the Collateral is sold, Borrower shall notify Lender prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume Borrower's obligations as to the security interests herein granted and to execute whatever agreements and filings are deemed necessary by Lender to maintain Lender's perfected security interest in the Collateral and other applicable property;

(iii) Borrower shall reimburse Lender for all reasonable costs, expenses and fees, including, without limitation, any and all court costs and attorneys' fees, incurred for any action taken by Lender to remedy a default of Borrower under this Agreement;

(iv) Borrower hereby irrevocably authorizes Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (A) indicate the Collateral as all assets of Borrower (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (B) contain any other information required by Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Lender in any jurisdiction prior to the date of this Agreement;

(v) Borrower shall (A) punctually and properly perform all of Borrower's agreements and obligations under this Agreement, the Notes, and the other Loan Documents and under any other agreement or contract of any kind now or hereafter existing as security for and in connection with payment of the Loan, or any part thereof; (B) pay the Loan in accordance with the terms thereof and in accordance with the terms of the Loan, the Notes, and the other Loan Documents or other writings evidencing the Loan, or any part thereof; (C) promptly furnish Lender with any information or writings in Borrower's possession or control which Lender may reasonably request concerning the Collateral; (D) allow Lender to inspect all records of Borrower relating to the Collateral, the Loan and the business and operation of Borrower, and to make and take away copies of such records; (E) promptly notify Lender of any change in any facts or circumstances warranted or represented by Borrower in this Agreement or in any other writing furnished by Borrower to Lender in connection with the Collateral, the Loan, and/or the business and operation of Borrower; (F) promptly notify Lender of any claim, action or proceeding affecting title to the Collateral, or any part thereof, or the security interest created herein, and, at the request of Lender, appear in and defend, at Borrower's sole cost and expense, any such action or proceeding; and (G) promptly, after being requested by Lender, pay to Lender the amount of all reasonable expenses, including reasonable attorneys' fees, court costs and other legal expenses, incurred by Lender in enforcing the security interest created herein or any other terms of this Agreement;

(vi) Borrower shall not, without the prior written consent of Lender, create any other security interest in, mortgage, pledge, or otherwise encumber the Collateral, or any part thereof, or permit the same to be or become subject to any lien, attachment, execution, sequestration, other legal or equitable process, or any encumbrance of any kind or character, unless such encumbrance existed prior to the date of this Agreement;

(vii) Should the Collateral or any part thereof ever be in any manner converted into another type of property, or should any money or other proceeds ever be paid or delivered to Borrower as a result of Borrower's rights in the Collateral, then, in any such event, all such property, money and other proceeds shall become part of the Collateral, and Borrower covenants to forthwith pay or deliver to Lender all of the same which is susceptible of delivery and, at the same time, if Lender deems it necessary and so requests, Borrower will properly endorse or assign the same to Lender. With respect to any of such property, money and/or other proceeds of a kind requiring any additional security agreement, financing statement or other writing to perfect a security interest therein in favor of Lender, Borrower will forthwith execute and deliver to Lender whatever Lender shall deem necessary or proper for such purpose; and

(viii) Should any covenant, duty or agreement of Borrower fail to be performed in accordance with its terms hereunder, Lender may, but shall never be obligated to, perform or attempt to perform such covenant, duty or agreement on behalf of Borrower, and any reasonable amount expended by Lender in such performance or attempted performance shall become a part of the Loan, and, at the request of Lender, Borrower agrees to pay such amount promptly to Lender at Lender's address set forth opposite its name below, or at such other place as Lender may designate, together with interest thereon at the Default Rate (as defined in the Notes) from the date of such expenditure by Lender until paid.

3. **Possession and Transfer of Collateral**. Until an Event of Default has occurred hereunder, Borrower shall be entitled to possession or use of the Collateral. Borrower shall not sell, assign (by operation of law or otherwise), license, lease or otherwise dispose of, or grant any option with respect to any of the Collateral.

4. **Events of Default**. An Event of Default shall occur under this Agreement upon the occurrence of (a) a breach by Borrower of any of the covenants, agreements, representations, warranties or other provisions contained herein that is not cured within the applicable grace or cure period, if any, set forth in the Notes, or (b) any other Event of Default described in the Notes or any of the other Loan Documents. An Event of Default under this Agreement shall constitute an Event of Default under the Notes and the other Loan Documents.

5. **Consequences of Default**. Upon the occurrence of any such Event of Default, or at any time thereafter while such Event of Default continues to exist, Lender may, at its option, declare the Loan secured hereby to be immediately due and payable to Lender without demand or notice of any kind whatsoever, and such Loan thereupon shall immediately become due and payable to Lender without demand or notice, but with such adjustments, if any, with respect to interest or other charges as may be provided for herein or in the Notes, the other Loan Documents, or any other written agreements between Borrower and Lender.

6. **Lender's Rights**. Lender shall have available to it the following rights and remedies:

(a) Right to Assign. Lender may assign this Agreement, and if Lender does assign this Agreement, the assignee shall be entitled to the performance of all of Borrower's agreements and obligations under this Agreement, and the assignee shall be entitled to all the rights and remedies of Lender under this Agreement, and Borrower expressly agrees that it will assert no claims or defenses it may have against Lender against the assignee except those available to it in this Agreement.

(b) Right to Discharge Borrower's Obligations. Lender may, at its option, discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may remedy or cure any default of Borrower under the terms of any document which in any way pertains to or affects Borrower's title to or interest in any of the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral, and Borrower agrees to reimburse Lender, on demand, for any payment made or any expense incurred by Lender, including reasonable attorneys' fees, pursuant to the foregoing authorization, together with interest at the Default Rate from the date so paid or incurred by Lender, which payments, expenses and interest shall be secured by the security intended to be afforded by this Agreement.

(c) Miscellaneous. Lender shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Lender in refraining from so doing at any time or times. The failure of Lender at any time or times

to enforce its rights under said provisions strictly in accordance with the same shall not be construed or operate as a waiver of any of the rights and remedies granted Lender hereunder or as having created a custom in any way or manner contrary to the specific provisions of this Agreement or as having in any way or manner modified the same. All rights and remedies of Lender are cumulative and concurrent, and the exercise of one right or remedy by Lender shall not be deemed a waiver or release of any other right or remedy. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to Lender by this Agreement is not required to be given. Borrower agrees that in the event that Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or any other agreements with Lender, no remedy of law will provide adequate relief to Lender, and further agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

7. **Representations and Warranties**. Borrower represents and warrants that:

(a) Borrower has authority to execute and deliver this Agreement;

(b) Borrower has good title to the Collateral;

(c) All information supplied and statements made in any financial or credit statements or application for credit prior to the execution of this Agreement are true and correct in all material respects as of the date hereof;

(d) At the time Lender's security interest attaches to any of the Collateral or its proceeds, Borrower will be the lawful owner with the right to transfer any interest therein, and Borrower will make such further assurances as to prove title to the Collateral in Borrower as may be required; and

(e) Borrower represents and warrants that: (i) Borrower is the record owner of the Collateral; (ii) Borrower's chief executive office is located in the State of _____; (iii) Borrower's state of organization as a [corporation/limited liability company] is the State of _____; and (iv) Borrower's exact legal name is as set forth herein.

The delivery at any time by Borrower to Lender of the Collateral shall constitute a representation and warranty by Borrower under this Agreement that, with respect to such Collateral, and each item thereof, Borrower is owner of the Collateral and the matters heretofore represented and warranted in this paragraph 7 are true, complete and correct. Further, Borrower, upon the request of Lender, agrees to amend this Agreement and any and all financing statements filed in connection herewith for the purpose of setting forth in said Agreement and said financing statements an accurate and itemized list, when known, of the Collateral now generally described herein and in said financing statements and to include in said accurate and itemized list an identification of the Collateral and other appropriate descriptive data.

8. **Subrogation**. If the Indebtedness, or any part thereof, be given in renewal or extension, or applied toward the payment of indebtedness secured by mortgage, pledge, security agreement or other lien, Lender shall be and is hereby subrogated to all of the rights, titles, security interests and other liens securing the indebtedness so renewed, extended or paid.

9. **Attorney in Fact**. After an Event of Default, Borrower hereby irrevocably makes, constitutes and appoints Lender (and any officer of Lender or any Person designated by Lender for that purpose) as Borrower's true and lawful proxy and attorney in fact (and agent in fact) in Borrower's name, place and stead, with full power of substitution, to (i) take such actions as are permitted in this Agreement, (ii) execute such financing statements and other documents and to do such other acts as Lender may require to perfect and preserve Lender's security interest in, and to enforce such interests in, the Collateral, and (iii)

carry out any remedy provided for in this Agreement. Borrower hereby acknowledges that the constitution and appointment of such proxy and attorney in fact are coupled with an interest and are irrevocable. Borrower hereby ratifies and confirms all that said attorney in fact may do or cause to be done by virtue of any provision of this Agreement.

10. **Remedies**. Upon the occurrence of an Event of Default, Lender shall have all rights, powers and remedies set forth in the Loan Documents, in any written agreement or instrument (other than this Agreement or the Loan Documents) relating to the Indebtedness or any security therefor, as a secured party under the UCC, and/or as otherwise provided at law or in equity. Without limiting the generality of the foregoing, Lender may, at its option upon the occurrence of an Event of Default, declare its commitments to Borrower to be terminated and the Indebtedness to be immediately due and payable. In addition to the foregoing:

(a) Possession and Assembly of Collateral. Lender may, without notice, via demand or legal process of any kind, take possession of any or all of the Collateral (in addition to Collateral of which Lender already has possession), wherever it may be found, and for that purpose may pursue the same wherever it may be found, and search for, take possession of, remove, keep and store any of the Collateral until the same shall be sold or otherwise disposed of and Lender shall have the right to store and conduct a sale of the same without cost to Lender. At Lender's request, Borrower will, at Borrower's sole expense, assemble the Collateral and make it available to Lender at a place or places to be designated by Lender which is reasonably convenient to Lender.

(b) Sale of Collateral. Lender may sell any or all of the Collateral at public or private sale, upon such terms and conditions as Lender may deem proper, and Lender may purchase any or all of the Collateral at any such sale. Borrower acknowledges that Lender may be unable to effect a public sale of all or any portion of the Collateral because of certain legal and/or practical restrictions and provisions which may be applicable to the Collateral and, therefore, may be compelled to resort to one or more private sales to a restricted group of offerees and purchasers. Borrower consents to any such private sale so made even though at places and upon terms less favorable than if the Collateral was sold at public sale. Lender shall have no obligation to clean-up or otherwise prepare the Collateral for sale. Lender may apply the net proceeds, after deducting all costs, expenses, attorneys' and paralegals' fees incurred or paid at any time in the collection, protection and sale of the Collateral, to the payment of the Indebtedness, returning the excess proceeds, if any, to Borrower. Borrower shall remain liable for any amount remaining unpaid after such application, with interest at the Default Rate. Any notification of intended disposition of the Collateral required by law shall be conclusively deemed reasonably and properly given if given by Lender at least ten (10) calendar days before the date of such disposition. Borrower hereby confirms, approves and ratifies all acts and deeds of Lender relating to the foregoing, and each part thereof, and expressly waives any and all claims of any nature, kind or description which it has or may hereafter have against Lender or its representatives, by reason of taking, selling or collecting any portion of the Collateral provided Lender has acted in a commercially reasonable manner. Borrower consents to releases of the Collateral at any time (including prior to default) and to sales of the Collateral in groups, parcels or portions, or as an entirety, as Lender shall deem appropriate. Borrower expressly absolves Lender from any loss or decline in market value of any Collateral by reason of delay in the enforcement or assertion or nonenforcement of any rights or remedies under this Agreement.

(c) Standards for Exercising Remedies. To the extent that applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, Borrower acknowledges and agrees that it is not commercially unreasonable for Lender (a) to fail to incur expenses reasonably deemed significant by Lender to prepare the Collateral for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or

disposed of, (c) to fail to remove liens or encumbrances on or any adverse claims against Collateral, (d) intentionally omitted, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other Persons, whether or not in the same business as Borrower, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, including, without limitation, any warranties of title, (k) to purchase insurance or credit enhancements to insure Lender against risks of loss, collection or disposition of Collateral or to provide to Lender a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by Lender, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Lender in the collection or disposition of any of the Collateral. Borrower acknowledges that the purpose of this Section is to provide non-exhaustive indications of what actions or omissions by Lender would not be commercially unreasonable in Lender's exercise of remedies against the Collateral and that other actions or omissions by Lender shall not be deemed commercially unreasonable solely on account of not being indicated in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any rights to Borrower or to impose any duties on Lender that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section, in particular, any obligations of fair dealing or good faith.

(d) The UCC and Offset Rights. Lender may exercise, from time to time, any and all rights and remedies available to it under the UCC or under any other applicable law in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement or in any other agreements between any obligor and Lender, and may, without demand or notice of any kind, appropriate and apply toward the payment of the Indebtedness, whether matured or unmatured, including costs of collection and attorneys' and paralegals' fees, and in such order of application as Lender may, from time to time, elect, any indebtedness of Lender to any obligor, however created or arising, including, but not limited to, balances, credits, deposits, accounts or moneys of such obligor in the possession, control or custody of, or in transit to Lender. Borrower hereby waives the benefit of any law that would otherwise restrict or limit Lender in the exercise of its right, which is hereby acknowledged, to appropriate at any time hereafter any such indebtedness owing from Lender to any obligor.

(e) Additional Remedies. Lender shall have the right and power to:

(i) Take possession or control of any proceeds and products of any of the Collateral, including the proceeds of insurance thereon;

(ii) Extend, renew or modify the Notes, any obligation of any nature of any other obligor with respect to the Notes, or the Indebtedness;

(iii) Grant releases, compromises or indulgences with respect to the Notes, the Indebtedness, any extension or renewal of the Loan, any security therefor, or to any other obligor with respect to the Notes or the Indebtedness;

(iv) Transfer the whole or any part of securities which may constitute Collateral into the name of Lender or Lender's nominee without disclosing, if Lender so desires, that such securities so transferred are subject to the security interest of Lender, and any corporation, association, or any of the managers or trustees of any trust issuing any of such securities, or any transfer agent, shall not be bound to inquire, in the event that Lender or such nominee makes any

further transfer of such securities, or any portion thereof, as to whether Lender or such nominee has the right to make such further transfer, and shall not be liable for transferring the same;

(v) If any of the Collateral, in whole or in part, is made up of securities, vote the Collateral;

(vi) Make an election with respect to the Collateral under Section 1111 of the Bankruptcy Code or take action under Section 364 or any other section of the Bankruptcy Code; provided, however, that any such action of Lender as set forth herein shall not, in any manner whatsoever, impair or affect the liability of Borrower hereunder, nor prejudice, waive, nor be construed to impair, affect, prejudice or waive Lender's rights and remedies at law, in equity or by statute, nor release, discharge, nor be construed to release or discharge, Borrower, any guarantor or other Person liable to Lender for any portion of the Indebtedness; and

(vii) At any time, and from time to time, accept additions to, releases, reductions, exchanges or substitution of the Collateral, without in any way altering, impairing, diminishing or affecting the provisions of this Agreement, the Loan Documents, or the Indebtedness, or Lender's rights hereunder, under any of the Notes or the Indebtedness.

Borrower hereby ratifies and confirms whatever Lender may do with respect to the Collateral and agrees that Lender shall not be liable for any error of judgment or mistakes of fact or law with respect to actions taken in connection with the Collateral provided Lender has acted in a commercially reasonable manner.

(f) Application of Proceeds. Any proceeds of any disposition by Lender of all or any part of the Collateral may be first applied by Lender to the payment of expenses incurred by Lender in connection with the Collateral, including attorneys' fees and legal expenses.

(g) No Waiver. No Event of Default shall be waived by Lender except in writing. No failure or delay on the part of Lender in exercising any right, power or remedy hereunder shall operate as a waiver of the exercise of the same or any other right at any other time; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. There shall be no obligation on the part of Lender to exercise any remedy available to Lender in any order, whether such remedy is provided in this Agreement or in any other of the Loan Documents. The remedies provided for herein are cumulative and not exclusive of any remedies provided at law or in equity.

11. **Waivers and Agreements**. Borrower and Lender mutually agree as follows:

(a) Parties. "Borrower" and "Lender" as used in this Agreement include permitted successors and permitted assigns of those parties.

(b) Agreement. This Agreement includes all amendments and supplements thereto and all assignments thereof. This Agreement shall not be amended, modified or supplemented without the written agreement of Borrower and Lender at the time of such amendment, modification or supplement.

(c) Third Party Beneficiaries. It is expressly intended, understood and agreed that this Agreement, the Notes, and the other Loan Documents are made and entered into for the sole protection and benefit of Lender and Borrower, and their respective successors and assigns (but in the case of assigns of Borrower, only to the extent permitted hereunder), and no other person or persons shall have any right of action hereunder or rights to the Loan proceeds at any time; that the Loan proceeds do not constitute a trust

fund for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any undisbursed Loan proceeds at any time; and that Lender shall have a lien upon and right to direct application of any undisbursed Loan proceeds as additional security for this Agreement, the Notes, and the other Loan Documents. The relationship between Lender and Borrower is solely that of a lender and borrower, and nothing contained herein, or in the Notes or the other Loan Documents shall in any manner be construed as making the parties hereto partners, members, joint venturers or creating any other relationship other than lender and borrower.

(d) Successors and Assigns. This Agreement shall inure to the benefit of Lender, its successors and assigns, and any holder or holders, from time to time, of the Notes. This Agreement shall be binding upon and enforceable against Borrower and its successors and permitted assigns; any subsequent owner or owners of any portion of the Property who acquire such Property subject to this Agreement; and all persons claiming under or through Borrower, except that Borrower shall not have the right to assign any rights hereunder or any interest herein without the prior written consent of Lender. The word "Borrower" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Notes. Lender shall have the right to assign, in whole or in part, this Agreement and its rights and obligations thereunder.

(e) Marshalling. Lender shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Indebtedness or any of them or to resort to such collateral security or other assurances of payment in any particular order. To the extent that it lawfully may, Borrower hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Lender's rights under this Agreement or under any other instrument creating or evidencing any of Borrower's Indebtedness or under which any of such Indebtedness is outstanding or by which any of the Indebtedness is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, Borrower hereby irrevocably waives the benefits of all such laws.

(f) Notices. All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Notes.

(g) Indemnity. Borrower hereby covenants and agrees that no liability shall be asserted or enforced against Lender in the exercise of the rights and powers granted to Lender in this Agreement, and Borrower hereby expressly waives and releases any such liability except for liability arising solely from Lender's gross negligence or willful misconduct. Borrower shall indemnify and save Lender harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including attorneys' fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Lender at any time by any third party which relate to or arise from (i) the making of the loan evidenced by the Notes and/or (ii) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Lender may or does become a party, either as plaintiff or as a defendant, by reason of this Agreement or for the purpose of protecting the lien arising out of this Agreement; provided that Borrower shall not be required to indemnify Lender for any matters arising due to Lender's gross negligence or willful misconduct. All costs provided for herein and paid for by Lender shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest at the Default Rate. Borrower agrees that it will not assert any claim against Lender or any other person indemnified under this Agreement on any theory of liability for special, indirect, consequential, incidental or punitive damages.

(h) Reliance. All covenants, agreements, representations and warranties made by Borrower herein and any and all certificates and instruments delivered by Borrower in connection herewith

shall, notwithstanding any investigation by Lender, be deemed material and relied on by Lender and shall survive the execution and delivery to Lender of this Agreement, the Notes and any extensions or renewals thereof.

(i) Waiver of Rights. To the fullest extent Borrower may do so, Borrower hereby agrees that it will not at any time plead, claim or take advantage of any laws now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and waives and releases all rights of redemption, valuation, appraisement, stay of execution, extension and notice of election to accelerate the Indebtedness.

(j) Waiver of Defenses. To the fullest extent Borrower may do so, Borrower hereby waives any right to bring or utilize any defense, counterclaim or setoff, other than one which denies the existence or sufficiency of the facts upon which any sale or foreclosure action is grounded. Borrower expressly agrees that if any defense, counterclaim or setoff, other than one permitted by the preceding clause, is timely (or untimely) raised in a sale or foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a claim which could be tried in an action for money damages, such claim may be brought in a separate action which shall not thereafter be consolidated with the sale or foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying the sale or foreclosure action.

(k) Consent to Jurisdiction. TO INDUCE LENDER TO ACCEPT THE NOTES, BORROWER AND LENDER IRREVOCABLY AGREE THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE NOTES AND/OR THIS AGREEMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN PHOENIX, ARIZONA. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN PHOENIX, ARIZONA.

(l) Waiver of Jury Trial. BORROWER AND LENDER (BY ACCEPTANCE HEREOF), HAVING EACH BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (B) ARISING FROM ANY THE RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signatures on the following page]

IN WITNESS WHEREOF, Borrower has executed this Agreement as of the day and year first above written.

BORROWER:

[insert BORROWER name],
a _____ corp./LLC

By:_____

Name:_____

Its:_____