

JANE E. LAWTON CONSERVATION LOAN PROGRAM
ADMINISTERED BY THE MARYLAND CLEAN ENERGY CENTER

IMPORTANT NOTICE

This document is a sample provided solely for informational purposes. It does not constitute a binding legal agreement, finalized contract, or an offer to lend.

While this sample has been prepared in general accordance with prevailing law and regulations as of its drafting date, financial laws, disclosure requirements, and lending regulations are subject to frequent change. The terms, conditions, and provisions contained herein are subject to:

- **Modification, deletion, or supplementation to ensure compliance with applicable local, state, and federal laws at the time of execution.**
- **Revisions resulting from ongoing discussions and final agreements negotiated between the Maryland Clean Energy Center and the Borrower.**

The use of this document does not create an attorney-client relationship. As the legal and financial consequences of executing a loan agreement, note, security agreement, guaranty agreement and/or related financing documents are significant, potential Borrowers and Guarantors are strongly advised to consult with qualified legal counsel and financial advisors to review, modify, and finalize the financing documents before signing.

Portions of the agreement include text in [], these signify sections where text specific to each agreement should be included, or text that may be removed depending on the circumstances under which the Lawton Loan is made.

JANE E. LAWTON CONSERVATION LOAN PROGRAM

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as it may be amended, this “Agreement”) is made as of this ____ day of _____, 202*, by [**Borrower**] (the “Borrower”), in favor of the **MARYLAND CLEAN ENERGY CENTER**, a body politic and corporate and instrumentality of the State of Maryland (together with its assigns or successors, the “Center”).

RECITALS

1. Simultaneously with the execution of this Agreement, the Center will make a loan to the Borrower in the principal amount not to exceed [Loan Amount] plus applicable interest thereon (“Loan”).
2. The Loan will be made pursuant to a Loan Agreement dated the date hereof, between the Center and the Borrower, as it may be amended (“Loan Agreement”).
3. The Loan is evidenced by the Note issued in favor of the Center.
4. As a condition to the making of the Loan, the Center has required that the Borrower execute this Agreement to secure its Obligations under the Loan Agreement, the Note and the Financing Documents.
5. All capitalized terms used and not otherwise defined herein shall have the meaning assigned and set forth under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Center, intending to be legally bound, agree as follows:

1. Recitals. The recitals set forth above form an integral and substantive part of the Agreement and are incorporated herein.
2. Definitions: For the purposes of this Agreement the following terms shall have the following meanings:

“Borrower’s Obligations” means all existing and future indebtedness and obligations of the Borrower to the Center, including the Loan and the Obligations (as defined in the Loan Agreement)

"Collateral" has the meaning used and set forth in Exhibit B attached hereto and made a part hereof.

"Equipment" has the meaning used and set forth in Exhibit B attached hereto and

made a part hereof.

“Material Adverse Condition” means any change in the authority, properties, assets, liabilities, or conditions (financial or otherwise) of the Borrower that materially impairs the Borrower’s ability to perform any of its obligations under all of the Financing Documents.

"Project" has the meaning used and set forth in the Loan Agreement.

2. Grant of Security Interest. To secure the full and prompt payment and performance of all of the Obligations, the Borrower hereby pledges and assigns to the Center, and grants to the Center, a continuing security interest in all of the Collateral, wherever located, whether in the Borrower’s possession or in the possession and control of a third party for the Borrower’s or the Center’s account. All of the Borrower’s Books and Records, in addition to all of the Borrower’s ledger sheets, files, records, books of account, business papers and documents relating to the Collateral shall, until delivered to or removed by the Center, be kept by the Borrower in trust for the Center.

3. Financing Statement Filing. The Borrower authorizes the Center to file financing statements, and any amendments to existing financing statements, covering the Collateral and all personal property of the Borrower and containing any legends which the Center deems necessary or desirable to protect the Center’s interest in the Collateral. The Borrower agrees to pay all taxes, fees, and costs (including attorneys’ fees) paid or incurred by the Center in connection with the preparation, filing or recordation of financing statements.

4. Representations and Warranties. The Borrower (to the fullest extent applicable to its Eligible Borrower status) represents and warrants:

4.1. No Other Financing Statements. No financing statement covering any of the Collateral is or shall be on file in any public office or land or financing records except for financing statements in favor of the Center.

4.2. Ownership of Collateral. The Borrower is the legal and beneficial owner of all of the Collateral, free and clear of all liens, security interests, and other encumbrances. The Borrower is and shall remain the sole owner of the Collateral and is able to sell, transfer, pledge and grant to the Center a continuing security interest in the Collateral. Each material document and agreement relating to the Collateral shall be true and correct in all material respects. All signatures and endorsements of the Borrower that appear on such documents and agreements shall be genuine, and the Borrower shall have the full capacity to execute those documents and agreements.

4.3. No Violation of Other Agreements or Contracts. This Agreement and each of the other Financing Documents (as defined in the Loan Agreement) will not violate any provisions, or result in a breach, of any existing mortgage, deed of trust, indenture, lease, contract, or agreement of [Borrower] or affecting its property including the Collateral.

4.4. Borrower’s Name and Addresses. The Borrower’s correct legal name and

each legal or trade name of the Borrower for the previous 12 years is specified on Exhibit A attached hereto. The addresses of the Borrower's executive office and each other place of business of the Borrower is set forth on Exhibit A (collectively with any other place of business of the Borrower, the "Borrower's Facilities").

4.5. Location of Collateral, etc. The Collateral and the books and records concerning the Collateral as well as the Books and Records regarding the Project are located at the Borrower's Facilities indicated on Exhibit A attached hereto.

4.6. Patents, Trademarks. The Borrower owns or has the right to use all necessary patents, patent rights, licenses, trademarks, trade names, trade name rights, copyrights and franchises to conduct its business as now conducted, without any known conflict with any patent, patent right, license, trademark, trademark rights, trade name right, trade name, copyright or franchise right of any other person. The Borrower has not received any notices of infringement or misappropriation from any Person with respect to the patents, trademarks, copyrights, trade names, trade secrets or licenses which it owns or has a right to use.

4.7. Fixtures. Any Collateral that is a fixture is or will be attached to the real property described in Exhibit C attached hereto, and the record owner of that real property is [Name of Property Owner].

5. Covenants. The Borrower covenants that:

5.1. Payment and Performance. The Borrower will pay the Borrower's Obligations when due and payable and will perform and observe the terms of the Financing Documents to be performed and observed by the Borrower.

5.2. State of Organization. The Borrower shall not change the Borrower's state of organization or the Borrower's name.

5.3. Amendments to Financing Statements. The Borrower shall not file any amendments, correction statements, or termination statements concerning the Collateral without the prior written consent of the Center.

5.4. Maintenance of Collateral. The Borrower will maintain the Collateral as required under the Financing Documents and in good order and condition, ordinary wear and tear excepted, and will use and maintain the Collateral in compliance with all laws and in compliance with all applicable insurance requirements and regulations. The Borrower will promptly notify the Center in writing of any litigation affecting the Collateral which the Borrower knows or has reason to believe is pending or threatened. The Borrower will promptly pay when due all taxes, charges, and fees relating to the Collateral and shall defend the Collateral, at the Borrower's expense, against all claims and demands of any persons claiming any interest in the Collateral adverse to the Borrower or the Center.

5.5. Transfer and Other Liens. The Borrower will not sell, lease, transfer, exchange, or otherwise dispose of any part of the Collateral without the prior written consent of

the Center and will not permit any lien, security interest, or other encumbrance to attach to any part of the Collateral other than those in favor of the Center or those permitted by the Center in writing.

5.6. Location of Collateral and Books and Records. Except for mobile equipment and motor vehicles, the Collateral and all books and records pertaining to the Collateral will be located at one of the Borrower's Facilities in Maryland. The Borrower will immediately advise the Center in writing of the opening of any new place of business and of any anticipated change in the location of the places where any part of the Collateral or any of the books and records concerning the Collateral or the Books and Records regarding the Project are kept.

5.7. Inspections of Borrower's Facilities and Collateral. At all reasonable times the Center and its agents and designees shall have full access and the right to enter any of the Borrower's Facilities to inspect the Collateral and to audit, check, inspect and make abstracts and copies from Borrower's Books and Records or any of its books, records, audits, correspondence and all other papers relating to its assets and the operation of Borrower's business relating to the Project and the Borrower shall pay the reasonable costs of such inspections.

5.8. Financial Statements, Books, and Records. The Borrower will (a) at all times maintain, in accordance with generally accepted accounting principles or other consistently applied accounting methods, accurate and complete books and records pertaining to (1) the operation, business, and financial condition of the Borrower, (2) the Collateral, and (3) any contracts and collections relating to the Collateral; (b) furnish to the Center promptly upon request, and in form and content and at the intervals specified by the Center, any information concerning the operation, business, affairs, and financial condition of the Borrower as the Center may request; (c) at all reasonable times and without delay, permit the Center and its agents to enter any of the Borrower's Facilities where any books, records, and other data concerning the Borrower or the Collateral or the Books and Records regarding the Project may be kept and to examine, audit, inspect, and photocopy any of those books, records, and other data; (d) furnish to the Center promptly upon request and in the form and content specified by the Center lists of purchasers of inventory, aging of accounts, aggregate cost or wholesale market value of inventory, schedules of equipment, and other data concerning the Collateral as the Center may specify, and (e) mark its books and records in a manner satisfactory to the Center so that the Center's rights in the Collateral will be shown.

5.9. Insurance. The Borrower shall obtain and continuously maintain insurance for so long as the Loan remains outstanding in accordance with the requirements set forth in Exhibit C to the Loan Agreement. The specified insurance shall protect the Collateral against any risks, in amounts, deductibles, and with companies acceptable to the Center, and each policy shall contain an endorsement satisfactory to the Center (a) naming the Center as loss payee and additional insured, and (b) prohibiting the policy from being cancelled or altered or the Center from being removed as loss payee without at least 30 days prior written notice to the Center. In all events, the amounts of insurance coverage shall conform to prudent business practices and shall be in amounts so that the Borrower will not be deemed a co-insurer under applicable insurance laws, policies, or practices. The Borrower hereby assigns to the Center and grants to the Center a continuing security interest in any proceeds of such policies and authorizes the Center to adjust or

compromise any loss under those policies and to collect and receive all proceeds. The Borrower authorizes and directs each insurance company to pay all proceeds directly and solely to the Center. The Borrower hereby designates the Center and its designees as attorney-in-fact of the Borrower (which appointment is coupled with an interest), irrevocably and with power of substitution, with authority to execute and endorse in the Borrower's name all proofs of loss, drafts, checks, and any other documents necessary to accomplish such collection. Any person making payments to the Center under the terms of this section is hereby relieved from any obligation to see to the application of any sums paid.

After deducting all costs and expenses (including attorneys' fees) incurred by the Center in the collection and handling of the proceeds from any insurance proceeds, the net proceeds shall be applied as follows: (a) If no Event of Default as defined under § 8 below currently exists, net proceeds may be applied, at the Borrower's option, either toward replacing or restoring the Equipment, in a manner and on terms satisfactory to the Center, or as a credit against any of the Borrower's Obligations, whether matured or unmatured, as determined by the Center. In the event that the Borrower elects to replace or restore the Equipment, then net proceeds shall be deposited in a segregated account of the Borrower subject to the sole order of the Center and shall be disbursed by the Center in the manner and at the times as the Center deems appropriate to complete the replacement or restoration. If an Event of Default occurs at any time before the completion of replacement or restoration, then the Center shall have the option to apply all remaining net proceeds either toward replacing or restoring the Equipment, in a manner and on terms satisfactory to the Center, or as a credit against any of the Borrower's Obligations, whether matured or unmatured, as determined by the Center. (b) If an Event of Default occurs prior to the deposit of the net proceeds, then the Center may apply the net proceeds either toward replacing or restoring the Equipment, in a manner and on terms satisfactory to the Center, or as a credit against any of the Borrower's Obligations, whether matured or unmatured, as determined by the Center.

The Borrower will cause each insurance company to deliver annually to the Center evidence, satisfactory to the Center, that all required insurance is in effect.

5.10. Assignments. Whenever required by the Center, the Borrower shall promptly deliver to the Center, with all endorsements and assignments required by the Center, all instruments, chattel paper, guaranties and the like received by the Borrower relating to any of the Collateral or proceeds of any of the Collateral. Any assignments are to secure payment of the Borrower's Obligations and performance under the Financing Documents and do not constitute a sale of any property to the Center, whether or not any assignment is in absolute form.

5.11. Further Assurances. The Borrower will defend its title to the Collateral against all persons and will, upon request of the Center, (a) furnish any further assurances of title required by the Center, and (b) obtain, deliver and execute, or cause to be obtained, delivered and executed, in form and content satisfactory to the Center, any document requested by the Center in order to perfect, preserve, maintain, or continue the perfection of the Center's security interest in the Collateral or its priority, including, for example, the filing of financing statements and other notices and amendments, renewals, continuations, or terminations of any financing statements or security agreements, and the Borrower shall take any and all steps and observe such formalities as the Center may reasonably request, in order to create, perfect, protect and maintain a valid lien

upon any and all of the Collateral. The Borrower will pay the costs of preparation and filing of any document under this subsection, including any required recordation or transfer taxes. All charges, expenses and fees the Center may incur in doing any of the foregoing, and any local taxes or fees relating thereto, shall be charged to the Borrower's account and added to the Obligations, or, at the Center's option, shall be paid to the Center immediately upon demand.

5.12. Care of Collateral. The Borrower shall bear all risk of loss of the Collateral. The Center shall have no liability or duty, either before or after the occurrence of an Event of Default, for loss or damage to any part of the Collateral, to collect or enforce any of its rights against the Collateral, to collect any income accruing on the Collateral, or to preserve rights against account borrowers or other parties with prior interests in the Collateral. If the Center receives any notices requiring action concerning any Collateral in the Center's possession, the Center shall take reasonable steps to forward those notices to the Borrower. The Borrower is responsible for responding to notices concerning the Collateral, voting the Collateral, and exercising rights and options, calls and conversions of the Collateral. The Center's sole responsibility is to take any action reasonably requested by the Borrower in writing; but the Center is not required to take any action that, in the Center's sole judgment, would adversely affect the value of the Collateral as security for the Borrower's Obligations. Regardless of any instruction from the Borrower, if the Center determines that action is needed to preserve and maintain the Collateral, the Borrower authorizes the Center to take such actions. Following the occurrence and during the continuation of an Event of Default the Center: (a) may at any time take such steps as the Center deems necessary to protect the Center's interest in and to preserve the Collateral, and (b) shall have, and is hereby granted, a right of ingress and egress to places where the Collateral is located, and may proceed over and through any of Borrower's owned or leased property. All of the Center's expenses of preserving the Collateral shall be charged to the Borrower's account and added to the Obligations.

5.13. Authorization and Power-of-Attorney. The Borrower authorizes and designates the Center (which appointment is coupled with an interest), irrevocably and with power of substitution, to take any action authorized under this Agreement or the Financing Documents, whether in the name of the Center or the Borrower. The Borrower hereby also irrevocably authorizes and directs all accountants and auditors employed by Borrower at any time while the Loan remains outstanding to exhibit and deliver to the Center copies of any of Borrower's financial statements, trial balances or other accounting records of any sort in the accountant's or auditor's possession, and to disclose to the Center any information they may have concerning Borrower's financial status and business operations.

5.14. Performance by Center. If the Borrower fails to comply with any term of this Agreement, the Center, without notice or demand to the Borrower and without waiving or releasing any of the Borrower's Obligations or any Event of Default, may (but is not obligated to) perform any act necessary or appropriate to comply with such terms for the account and at the expense of the Borrower, and may enter upon any of the Borrower's Facilities for that purpose. Expenses paid, and costs (including collection fees and expenses) incurred, by the Center in connection with the foregoing (collectively, the "Expense Payments"), together with interest thereon at a per annum rate of interest equal to **12 %** per annum from the date the Center notifies the Borrower in writing of the Expense Payments, until repaid in full, shall be paid by the Borrower

to the Center on demand and shall become a part of the Borrower's Obligations secured under this Agreement.

6. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement:

6.1. The Borrower fails to pay the principal amount of the Loan and any applicable interest thereon according to the terms of the Note or any other payment required by any of the Financing Documents, including the Borrower's Obligations and failure to cure such event within 30 days of written notice to Borrower;

6.2. The Borrower ceases to use the Project for the purposes listed on Exhibit A to the Loan Agreement, as contemplated in the Loan Agreement, the Application, and the Commitment Letter for more than 30 days after written notice of default shall have been provided from the Center to the Borrower;

6.3. If, for any cause whatsoever, except for strikes, acts of God, or other causes beyond the reasonable control of the Borrower, the construction of the Project is at any time discontinued for a period of 30 days, or if the Project, as determined by the Center, has not been completed or is not progressing in accordance with the Application and the certified energy savings contained in the Application;

6.4. Any Loan proceeds are used for any purpose other than Eligible Project Costs as defined in the Loan Agreement;

6.5. The Borrower breaches any covenant, representation, warranty, or other provision of any of the other Financing Documents, subject to any applicable cure periods;

6.6. Any statement made in any certificate, report or opinion (including legal opinions), financial statement, or other document furnished in connection with the Loan was incorrect in any material respect when made;

6.7. The Borrower breaches any covenant, representation, warranty, or other provision of this Agreement, which breach is not cured within 30 days from the date the Borrower receives written notice of the breach from the Center; provided, however that the Borrower shall not receive a 30-day cure period under this subsection for any breach for which there is a specific default set forth in this section;

6.8. Any change in any zoning ordinance or any other public restriction is enacted which limits or defines the uses that may be made on any part of the Project, so that the use of the Project would be in violation of the restriction or zoning change and the Project would not be useable for a purpose consistent with the Act (as set for in the Loan Agreement) for more than 10 days after written notice of default shall have been provided from the Center to the Borrower;

6.9. Any portion of, or interest in, the Project is sold, leased, subleased,

transferred, encumbered, or otherwise conveyed, without the prior written consent of the Center;

6.10. The Borrower fails to comply with any requirement of any Governmental Authority within 30 days after written notice of the requirement is made or within any other time period set by the Governmental Authority; or if any proceeding is commenced or action taken to enforce any remedy for a violation of any requirement of a Governmental Authority or any restrictive covenant affecting any part of the Project;

6.11. A default occurs under the terms of any bond, debenture, note, or other evidence of indebtedness of the Borrower and remains uncured beyond any applicable grace or cure period;

6.12. Any court of competent jurisdiction makes a final order:

- (i) Adjudicating the Borrower a bankrupt,
- (ii) Appointing a trustee or receiver of a substantial part of the property of the Borrower,
- (iii) Approving a petition for, or affecting an arrangement in, bankruptcy, a reorganization pursuant to federal bankruptcy law, or any other judicial modification or alterations of the rights of the Center or of other creditors of the Borrower,
- (iv) Assuming custody or sequestering part of the property of the Borrower, or
- (v) Attaching or garnishing any substantial part of the property of the Borrower;
- (vi) Or if the Borrower:
 - A. Files such petition,
 - B. Takes or consents to any other actions seeking any such judicial order
 - C. Makes an assignment for the benefit of creditors,
 - D. Fails to pay debts generally as they become due, or
 - E. Makes an admission in writing of inability to pay debts generally as they become due;

6.13. A permanent or preliminary injunction is issued that lasts for more than 90 days, that prohibits the Borrower from using the Project as set forth in the Application and the Commitment Letter for more than 10 days after written notice of default shall have been provided from the Center to the Borrower;

6.14. Without the prior written consent of the Center, the Borrower:

- (vii) Sells or transfers all or substantially all of its business assets,
- (viii) Begins any proceeding to dissolve or liquidate,
- (ix) Changes the form of business entity through which it presently conducts its business,
- (x) Merges or consolidates;

6.15. Without the prior written consent of the Center, the Borrower is dissolved by operation of law or in any other manner;

6.16. The Center makes a good faith determination that a Material Adverse Change has occurred;

6.17. The Center makes a good faith determination that the prospect of payment of any of the Borrower's Obligations is impaired for any reason; or

6.18. An Event of Default occurs under the terms of any of the other Financing Documents.

7. Rights and Remedies of the Center.

7.1. Upon the occurrence of an Event of Default, the Center may, without notice or demand, exercise in any jurisdiction in which enforcement hereof is sought, the following rights and remedies, in addition to the rights and remedies available to the Center under the other Financing Documents, the Maryland Uniform Commercial Code, or any other applicable law:

(a) Require the immediate repayment of the entire outstanding principal indebtedness, together with all accrued interest, under the Note and any Obligations, without presentment, demand, protest, or notice, all of which the Borrower expressly waives;

(b) At any time proceed to protect and enforce all rights and remedies available to the Center under this Agreement or by Law, by any other proceedings, whether for specific performance of any agreement contained in this Agreement, damages, or other relief;

(c) Take possession of the Collateral, and enter any of the Borrower's Facilities and remove the Collateral without any liability to the Center, the Borrower hereby waiving any and all rights to prior notice and to judicial hearing concerning repossession of the Collateral, and require the Borrower, at the Borrower's expense, to assemble and deliver the Collateral to any place designated by the Center;

(d) Operate, manage, and control the Collateral (including use of the Collateral and any other property or assets of the Borrower in order to continue or complete performance of the Borrower's obligations under any contracts of the Borrower), or permit any of the Collateral to remain idle, and collect all rents and revenues therefrom and sell or otherwise dispose of any of the Collateral upon any terms and conditions as the Center may determine, and purchase or acquire any of the Collateral at any such sale or other disposition, all to the extent permitted by applicable law;

(e) Enforce the Borrower's rights against any account borrower or other parties obligated on the Collateral.

7.2. Power of Attorney. Effective upon the occurrence of an Event of Default, the Borrower hereby designates and appoints the Center and its designees as attorney-in-fact of the Borrower, irrevocably and with power of substitution, with authority to endorse the Borrower's name on any notes, acceptances, checks, drafts, money orders, instruments or other evidences of payment or proceeds of the Collateral that may come into the Center's possession; to execute proofs of claim or loss; to adjust and compromise any claims under insurance policies; and to

perform all other acts necessary and advisable to enforce this Agreement and the other Financing Documents. All acts of the attorney or designee are hereby ratified and approved by the Borrower and said attorney or designee shall not be liable for any acts of commission or omission, any error of judgment, or any mistake of fact or law. This power of attorney is coupled with an interest and is irrevocable so long as any of the Borrower's Obligations remain unpaid or unperformed or there exists any commitment by the Center which could give rise to any Borrower's Obligations.

7.3. Notice of Disposition of Collateral and Disclaimer of Warranties. It is mutually agreed that commercial reasonableness and good faith require the Center to give the Borrower no more than 5 days prior written notice of the time and place of any public disposition of Collateral or of the time after which any private disposition or any other intended disposition is to be made. It is mutually agreed that it is commercially reasonable for the Center to disclaim all warranties which arise with respect to the disposition of the Collateral.

7.4. Costs and Expenses. The Borrower agrees to pay to the Center on demand (a) the amount of all Expenses paid or incurred by the Center in consulting with counsel concerning any of its rights hereunder, under the Financing Documents or under applicable law, (b) all Expenses, including attorneys' fees and court costs incurred by the Center in exercising or enforcing any of its rights under this Agreement, the Financing Documents, or applicable law, together with interest thereon at a rate of interest equal to **12%** per annum from the date the Center notifies the Borrower in writing of such costs or expenses incurred, until repaid in full, and (c) the portion of the Center's overhead that the Center allocates to collection and enforcement of the Borrower's Obligations ("Enforcement Costs"). Any proceeds of sale or other disposition of the Collateral will be applied by the Center to the payment of the Enforcement Costs and Expense Payments, and any remaining proceeds will be applied by the Center to the payment of the remaining Borrower's Obligations in any order and manner elected by the Center. The provisions of this subsection shall survive the termination of this Agreement and the Center's security interest hereunder and the payment of all Borrower's Obligations.

8. Deficiency. If the sale or other disposition of the Collateral fails to fully satisfy the Borrower's Obligations, the Borrower shall remain liable to the Center for any deficiency.

9. Remedies Cumulative. Each right and remedy of the Center set forth in this Agreement or the other Financing Documents, or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other right or remedy available to the Center. The exercise of any right or remedy shall not preclude the simultaneous or later exercise of any other right or remedy.

10. Waiver. A failure or delay by the Center to insist upon the strict performance of any term of this Agreement or the other Financing Documents, or to exercise any right or remedy for any breach thereof, shall not constitute a waiver of that term or breach and shall not preclude the Center from exercising any right or remedy at a later time. By accepting payment after the due date of any of the Borrower's Obligations, the Center shall not be deemed to have waived the right either to require payment when due of all other Borrower's Obligations or to declare an Event of Default for failure to effect payment of any future Borrower's Obligations. The Borrower waives

presentment, notice of dishonor, and notice of non-payment with respect to accounts and chattel paper.

11. Miscellaneous.

11.1. The headings of this Agreement are for convenience only and shall not limit or otherwise affect any of the terms of this Agreement. In the event of any conflict between the Loan Agreement and this Agreement, the Loan Agreement shall control.

11.2. This Agreement may only be changed, waived, discharged, or terminated by an instrument in writing signed by the party against whom enforcement is sought.

11.3. This Agreement shall be governed by the laws of the State of Maryland. Any action instituted against the Borrower under this Agreement or against the Collateral may be brought in any court of competent jurisdiction located in the State of Maryland.

11.4. This Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the Borrower and shall inure to the benefit of the successors and assigns of the Center.

11.5. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require, and the term “person” shall include an individual, a corporation, an association, a partnership, a trust, and an organization.

11.6. Unless varied by this Agreement, the Loan Agreement, or the Financing Documents, all terms used herein which are defined by the Maryland Uniform Commercial Code shall have the same meanings in this Agreement as assigned to them by the Maryland Uniform Commercial Code.

11.7. All decisions or determinations which may be made by the Center under this Agreement shall be in the sole discretion of the Center.

11.8. The invalidity of any part of this Agreement shall not affect the validity of the remaining provisions of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[Signatures on Following Page]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be executed and delivered under seal as of the date written below.

WITNESS:

Print Name: _____

[Borrower]

By: _____ (Seal)

Print Name: [Signatory Authority]

Title: [Signatory Title]

Date: _____

WITNESS:

Print Name: _____

MARYLAND CLEAN ENERGY CENTER

[Lender]

By: _____ (Seal)

Print Name: [Signatory Authority]

Title [Signatory Title]

Date: _____

SECURITY AGREEMENT
EXHIBIT A

Address of Borrower

Address of Borrower's President:

Address(es) where Collateral is
or is to be located:

Address(es) of other place(s)
of business of the Borrower:

N/A

Previous legal or trade
name(s) of the Borrower:

N/A

SECURITY AGREEMENT
EXHIBIT B

Collateral

The Collateral shall consist of (i) – (iii) noted as follows:

(i) All equipment and fixtures listed on Attachment B-1 of this Exhibit B, together with all warranties by third parties relating thereto; all attachments, additions, parts, fittings, accessories, special tools, accessions, machinery, and equipment now or hereafter affixed thereto or used in connection therewith; all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired (collectively, the "**Equipment**"); and all books, records and other property and general intangibles at any time relating to the Equipment.

(ii) All products and proceeds of all of the foregoing, including, without limitation, insurance proceeds thereof.

ATTACHMENT B-1

LIGHTING EQUIPMENT

[illegible]

MECHANICAL EQUIPMENT

Building	Designation	Quantity	Part Number	Description

SECURITY AGREEMENT
EXHIBIT C

Project Location
Real Property Description

The property known as [Property Address]

DRAFT