



## CROSS-COLLATERAL AND CROSS-DEFAULT AGREEMENT

TO:

To Whom It May Concern:

You and/or your assignee has purchased and/or entered into one or more conditional sale contracts, lease agreements, chattel mortgages, security agreements, notes and other choses in action (herein designate "Accounts") arising from the bona fide sale or lease to us, by various vendors or lessors, of equipment and inventory (herein designated "Collateral") and/or you and/or your assignee have made direct loans or leases to or otherwise extended credit to us evidenced by Accounts creating security interests in Collateral.

In order to induce you and your assignee to extend our time of payment on one or more Accounts and/or to make additional loans to us and/or to purchase additional Accounts, and in consideration of you so doing, and for other good and valuable consideration, the receipt of which we hereby acknowledge, we agree as follows:

All presently existing and hereafter acquired Collateral in which you and/or your assignee have or shall have a security interest shall secure the payment and performance of all of our liabilities and obligations to you and/or your assignee of every kind and character, whether joint or several, direct or indirect, absolute or contingent, due or to become due, and whether under presently existing or hereafter created Accounts or agreements, or otherwise.

A default under any Account or agreement shall be deemed to be a default under all other Accounts and agreements. A default shall result if we fail to pay any sum when due on any Account or agreement, or if we breach any of the other terms and conditions thereof, or if we become insolvent, cease to do business as a going concern, make an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against us, or if any of our property is seized, attached or levied upon. Upon our default any or all Accounts and agreement shall at your option, become immediately due and payable without notice or demand to us or any other party obligated thereon, and you shall have and may exercise any and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the applicable jurisdiction and as otherwise granted to you under any Account or other agreement.

We hereby waive, to the maximum extent permitted by law, notices of default, notices of repossession and sale or other disposition of Collateral, and all other notices, and in the event any such notice cannot be waived, we agree that if such notice is mailed to us postage prepaid at the address shown below at least five (5) days prior to the exercise by you of any of your rights or remedies, such notice shall be deemed to be reasonable and shall fully satisfy any requirement for giving notice.

All rights granted to you hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect your rights and remedies under any existing Account, agreement, statute or rule of law.

We herewith expressly waive any rights we may have under the Uniform Commercial Code to a termination on any paid in full Account so long as any Account covered by this agreement have not been satisfied in full.

This agreement may not be varied or altered nor its provisions waived except by your duly executed written agreement. This agreement binding upon our heirs, administrators, executors, legal representatives, successors and assigns in favor of you and your successors and assigns.

A photocopy or facsimile of this Agreement will be legally admissible under the "best evidence rule." A signed copy of this Agreement sent by facsimile shall be treated as an original document and shall be admissible as evidence thereof, and all signatures thereon shall be binding as if manual signatures were personally delivered.

Borrower:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

