
Pledged Debt Securities:

<u>Grantor</u>	<u>Issuer</u>	<u>Issuer's Jurisdiction Under New York UCC Section 9-305(a)(2)</u>	<u>Payee</u>	<u>Principal Amount</u>
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Securities Accounts:

<u>Grantor</u>	<u>Issuer of Financial Asset</u>	<u>Description of Financial Asset</u>	<u>Securities Intermediary (Name and Address)</u>	<u>Securities Account (Number and Location)</u>	<u>Securities Intermediary's Jurisdiction Under New York UCC Section 9-305(a)(3)</u>
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Commodity Contracts:

<u>Grantor</u>	<u>Description of Commodity Contract</u>	<u>Commodity Intermediary (Name and Address)</u>	<u>Commodity Account (Number and Location)</u>	<u>Commodity Intermediary's Jurisdiction Under New York UCC Section 9-305(a)(4)</u>
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Pledged Partnership Interests:

<u>Grantor</u>	<u>Issuer</u>	Type of Partnership Interest (e.g., General or Limited)	Certificated (Y/N)	Certificate No. (if any)	% of Outstanding Partnership Interests of the Partnership
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Pledged LLC Interests:

<u>Grantor</u>	<u>Issuer</u>	Certificated (Y/N)	Certificate No. (if any)	No. or % of Pledged Units	% of Outstanding LLC Interests of the Issuer
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Schedule 2 - 3

Other Pledged Equity Interests:

<u>Grantor</u>	<u>Issuer</u>	<u>Class of Interests</u>	<u>Certificated (Y/N)</u>	<u>Certificate No. (if any)</u>	<u>No. of Pledged Units/% of Outstanding Interests of the Issuer</u>
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Deposit Accounts:

<u>Grantor</u>	<u>Name of Depositary Bank</u>	<u>Account Number</u>	<u>Account Name</u>
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Commodities Accounts:

<u>Grantor</u>	<u>Description of Commodity Contract</u>	<u>Commodity Intermediary (Name and Address)</u>	<u>Commodity Account (Number and Location)</u>	<u>Commodity Intermediary's Jurisdiction Under New York UCC Section 9-305(a)(4)</u>
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FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

Copyright, Patent and Trademark Filings

Actions with respect to Investment Property

Other Actions

Schedule 3 - 1

EXACT LEGAL NAME, JURISDICTION OF ORGANIZATION, LOCATION OF CHIEF EXECUTIVE OFFICE OR SOLE PLACE OF BUSINESS (IF APPLICABLE) AND ORGANIZATIONAL ID

<u>Exact Legal Name of Grantor</u>	<u>Jurisdiction of Organization</u>	<u>Organizational I.D.</u>	<u>Chief Executive Office or Sole Place of Business</u>
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LOCATION OF INVENTORY AND EQUIPMENT

Grantor

Locations

Schedule 5 - 1

COPYRIGHTS

PATENTS

<u>Borrower/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
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TRADEMARKS

<u>Borrower/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
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INTELLECTUAL PROPERTY LICENSES

LETTER OF CREDIT RIGHTS

COMMERCIAL TORT CLAIMS

[INSERT INTO LLC/PARTNERSHIP AGREEMENT]

Section . Pledgee's Rights

Section []. Notwithstanding anything contained herein to the contrary, each [Member/Partner] shall be permitted to pledge or hypothecate any or all of its [Units/Partnership Interests], including all interests, economic rights, control rights and status rights as a [Member/Partner], to any lender to the Company or an affiliate of the Company or any agent acting on such lender's behalf, and any transfer of such [Units/Partnership Interests] pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, upon a default under the financing giving rise to any pledge or hypothecation of [Units/Partnership Interests], the lender (or agent) shall have the right, as set forth in the applicable pledge or hypothecation agreement, and without further approval of any [Member/Partner] and without becoming a [Member/Partner], to exercise the membership/partnerships voting rights of the [Member/Partner] granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a [Member/Partner] under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the [Company/Partnership], and shall be bound by all of the obligations, of a [Member/Partner] under this Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging [Member/Partner] shall cease to be a [Member/Partner] and shall have no further rights or powers under this Agreement. The execution and delivery of this Agreement by a [Member/Partner] shall constitute any necessary approval of such [Member/Partner] under the [Limited Liability Company/Partnership] Act to the foregoing provisions of this Section . This Section may not be amended or modified so long as any of the [Units/Partnership Interests] is subject to a pledge or hypothecation without the pledgee's (or the Transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of the [Units/Partnership Interests] shall be a third party beneficiary of the provisions of this Section .