



# SECURITY AGREEMENT (FINANCING STATEMENT)

In this Security Agreement, the words I, me, my and we mean each person who signed the Security Agreement as Borrower or Guarantor, even if one or more of the signers is not contractually responsible for repayment of the Promissory Note on the reverse side. You and your mean the Secured Party.

**SECURITY INTEREST.** I give you a security interest in my property which is described on the reverse side of this Security Agreement. By granting you a security interest in this property, I provide you with security for payment and performance of my duty to you which is described in the Promissory Note on the reverse side.

**COLLATERAL.** Any of my property covered by your security interest is called "collateral". Any additions and replacements to the property, or any money or property from the sale of the property are also part of the collateral. I am using the money you are lending me to buy the collateral. You therefore have what is called a "purchase money security interest" in the collateral. This gives you more protection against others who might claim the collateral is theirs. You may pay the proceeds of this Note directly to the seller of the collateral.

I agree to help you do all that is necessary to protect your security interest in the collateral.

**OWNERSHIP OF THE COLLATERAL.** I own the collateral and no one else has any interest in it or claims against it. I agree not to sell, lease, or give it as security to anyone else unless I have obtained your written permission to do so or have repaid the loan in full.

**USE OF THE COLLATERAL.** While any part of my loan remains unpaid, I promise:

1. To use the collateral carefully and keep it in good repair.
2. To obtain your written permission before making any major alterations.
3. To inform you in writing before changing my address or the address where the collateral is kept.
4. Not to move the collateral to a new address without notifying you and without having obtained your written permission.
5. To help you protect the rights I have given you.
6. Not to use or permit anyone to use the collateral for unlawful purposes.
7. To permit you or your agent to inspect the collateral at reasonable times.

**PROPERTY INSURANCE, TAXES.** I will keep the collateral insured for liability and against loss by theft ("comprehensive") at all times. At my option, I may keep the collateral insured for its full value against all loss and damage ("full coverage") and provide you with an insurance certificate naming you as lienholder, properly listed at your business address in France when I am granted the loan. Insurance policies must say that you are to be paid what you are owed if there is a loss. I will deliver the policy, or a copy of it to you if you request. If the collateral is lost or damaged, you can use the insurance proceeds to replace or repair it, or to repay any amounts I owe you. If I choose not to insure my collateral for full coverage, I understand that TC Finance Company may charge a risk charge in the amount of \$20.00 per month. If I do not pay for this amount separately, I instruct TC Finance Company to deduct this charge from my monthly installment. I will pay all taxes and fees on the collateral. If I don't, although you are under no obligation to do so, you may pay such taxes or fees and add them to the principal loan balance due on the loan.

**PAYMENTS.** I must make all payments when they are due. I may prepay my debt at any time without penalty. This is a simple interest contract. The actual finance charge I agree to pay will depend on my actual payment dates and amounts. The actual finance charge may exceed the disclosed Finance Charge if I make my payments later than the scheduled dates or in less than the scheduled amount. My payment will be first applied to any late charges, collection or legal fees, followed by the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

**ENTIRE BALANCE DUE.** I agree that without giving me any advance notice, you can require me to pay the entire unpaid balance of my loan at once if I break any promise made under this Security Agreement.

**DEFAULT AND REPOSSESSION.** I will be in default:

1. If I don't meet a promise, including making each monthly payment when due.
2. If I break any promise made to in this Agreement, or if you find any representation on my application for credit was not true when made.
3. If I am discharged from the military service prior to repayment of the loan in full.
4. If I become insolvent or file Bankruptcy.
5. If a lien is put on the collateral without your permission, or if the collateral is confiscated.
6. If the collateral is misused, not kept in good repair or in danger of losing too much value.
7. If I do anything that reduces my ability or willingness to pay.
8. If I die or become incompetent.

**MONEY ADVANCED.** If I fail to do anything I have promised to do in this Agreement, you may do it, and money spent for this purpose shall be added to the principal loan balance due.

**TAKING POSSESSION OF THE COLLATERAL.** If I am in default, you can take possession of the collateral. I will deliver the collateral to you at a time and place you choose. If I don't, or if you wish, you can take the collateral without giving me advance notice. After you have taken the collateral, You can sell it and apply the proceeds to the unpaid balance of my loan. You will give me 10 days notice of any public sale or the day after which you will be free to have a private sale. I will have to pay the costs you incur in taking and selling the collateral, court costs and reasonable attorney's fees. If the money from the sale is not enough to pay you the unpaid balance of the loan and any interest I owe you, and to reimburse you for these expenses, I still have to pay the difference. I am entitled to any money left over if the money from the sale is more than I owe.

**FINANCING STATEMENT.** You are authorized to file Financing Statements as required and I will pay the costs.

**NO WAIVER.** Because you excuse one default does not mean that later defaults will be excused.

**EFFECTIVE DATE.** This Security Agreement becomes effective on the date shown on the reverse side and when signed by me.

**CONSUMER REPORTS.** I authorize TC Corp to obtain consumer credit reports from consumer credit reporting agencies (credit bureaus) for any reason and at any time in connection with this account.

I have read this Agreement and received a copy. I understand it contains all my rights and responsibilities. No oral statements can change it. All changes must be approved by you in writing. My heirs and legal representatives will also be responsible under this Agreement.

Date

**X DATE HERE**

Signature - TC Corp

Borrower Signature

**X SIGN HERE**

**X GUARANTOR SIGNATURE**

Guarantor Signature (if applicable)