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SECURITY AGREEMENT - STOCK PLEDGE

This **SECURITY AGREEMENT - STOCK PLEDGE** ("Agreement"), dated as of _____, 200X, is entered into **between [Guarantor]** ("Pledgor") and **Company A**, as agent ("Agent"), in light of the following:

A. Company B., a Delaware corporation ("Borrower"), has entered into that certain Loan and Security Agreement, dated as of August 31, 200X (the "Loan Agreement"), with various lenders (the "Lenders"), and Agent.

B. Pledgor is a wholly owned subsidiary of Borrower, and it is in Pledgor's best interests that Borrower obtain the credit facility set forth in the Loan Agreement.

C. Pledgor has executed that certain Continuing Guaranty, of even date herewith (the "Guaranty"), pursuant to which Pledgor has guaranteed, among other things, the obligations of Borrower owing under the Loan Agreement.

D. Pledgor and Agent are entering into this Agreement in order to secure Pledgor's obligations under the Guaranty.

E. Pledgor is the record and beneficial owner of the shares of the corporations set forth on Exhibit A hereto (the corporations listed on Exhibit A) are sometimes collectively referred to herein as the "Companies" and individually as a "Company") in which Pledgor is granting a security interest to Agent.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. Definitions and Construction.

1.1 Definitions. All initially capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Loan Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

"Bankruptcy Code" means Bankruptcy Reform Act of 1978 (11 U.S.C.

Sections 101-1330), as amended or supplemented from time to time, and any successor statute, and any and all rules issued or promulgated in connection therewith.

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means all of the following:

(i) All of the shares of the Companies' issued and outstanding capital stock listed on Exhibit A (the "Shares");

(ii) All of Pledgor's presently existing and hereafter arising stock subscription warrants, stock options, or other rights to any of the Companies' capital stock and all rights represented thereby (the "Options"); and

(iii) The proceeds of each of the foregoing, including any and all

dividends, cash, stock, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in exchange for any of the Shares or Options (the "Proceeds").

"Event of Default" has the meaning given to such term in Section 10.

"Guaranty" has the meaning set forth in the recitals hereto.

"Guaranty Documents" means the Guaranty, this Agreement, and any security agreement, pledge, or similar document or agreement to which Pledgor is now or hereafter becomes a party in connection with the Guaranty or this Agreement.

"Secured Obligations" means all loans, advances, debts, principal, interest (including any interest that, but for the provisions of the Bankruptcy Code, would have accrued), premiums, liabilities (including all amounts charged to Pledgor pursuant hereto), obligations, fees, charges, or costs (including any fees or expenses that, but for the provisions of the Bankruptcy Code, would have accrued), lease payments, guaranties, covenants, and duties owing by Pledgor to the Lender Group of any kind and description pursuant to or evidenced by the Guaranty Documents, due or to become due, absolute or contingent, and further including all interest not paid when due and all Lender Group Expenses that Pledgor is required to pay or reimburse by the Guaranty Documents, by law, or otherwise.

"'33 Act" means the Securities Act of 1933, as amended and supplemented from time to time, and any successor statute, and any and all rules promulgated in connection therewith.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any reference herein to any document includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agents or the Lender Group or Pledgor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Pledgor, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Agent and Pledgor.

2. Pledge. As security for the prompt and complete payment and performance of the Secured Obligations, Pledgor hereby delivers, pledges, and grants to Agent, for the benefit of the Lender Group, a continuing security interest in all of Pledgor's now-owned or hereafter-acquired right, title, and interest in and to the Collateral. All certificates or instruments representing or evidencing the Collateral shall be delivered promptly to and held by Agent, together with undated stock powers endorsed in blank for each stock certificate representing Shares, all in form and substance satisfactory to Agent.

3. Further Assurances. Pledgor agrees that it shall cooperate with Agent and shall execute and deliver, or cause to be executed and delivered, to Agent all stock powers, proxies, assignments, financing statements, instruments, and other documents, and shall

take all further action, at the expense of Pledgor, from time to time reasonably requested by Agent, in order to maintain a continuing, first-priority, perfected security interest in the Collateral in favor of Agent, and to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, and Pledgor agrees that it shall execute and deliver to Agent at Agent's request any further applications, agreements, documents and instruments, and shall perform any and all acts deemed reasonably necessary by Agent to carry into effect the terms, conditions, and provisions of this Agreement and the transactions connected herewith. Should Pledgor fail to execute or deliver any such applications, agreements, documents, financing statements and instruments, or to perform any such acts, Pledgor acknowledges that Agent may execute and deliver the same and perform such acts in the name of Pledgor and on its behalf as its attorney-in-fact in accordance with Section 13.

4. Agent's Duties. Neither Agent nor any other member of the Lender Group shall have any duties with respect to the Collateral other than the duty to use reasonable care if the Collateral is in its possession. In accordance with the Code, Agent shall be deemed to have used reasonable care if it observes substantially the same standard of care with respect to the custody or preservation of the Collateral as it observes with respect to similar assets owned by Agent. Without limiting the generality of the foregoing, neither Agent nor any other member of the Lender Group shall be under any obligation to take any steps to preserve rights in the Collateral against any other parties, to sell the same if it threatens to decline in value, or to exercise any rights represented thereby (including rights with respect to calls, conversions, exchanges, maturities, or tenders); provided, however, that Agent may, at its option, after the occurrence and during the continuance of an Event of Default, do so, and any and all expenses incurred in connection therewith shall be for the account of Pledgor.

5. Voting Rights; Dividends; Etc. During the term of this Agreement, and as long as no Event of Default has occurred and is then continuing: