

CONSUMER SECURITY AGREEMENT

Pacific National Bank
1390 Brickell Avenue
Miami, FL 33131
(305) 539-7500 "LENDER"

BORROWER		OWNER	
ADDRESS		ADDRESS	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

1. SECURITY INTEREST. For good and valuable consideration, Owner pledges, assigns and grants to Lender identified above a continuing security interest in the Collateral described below to secure the payment and performance of the Obligations described in this Agreement.

2. COLLATERAL. All of Owner's right, title and interest in the following described property, as defined by the Uniform Commercial Code presently or as hereafter amended or replaced, whether now owned or hereafter existing or now owned or hereafter acquired by Owner and wherever located shall constitute the "Collateral":

- (a) All monies, instruments, savings, checking, share or other accounts of Owner (excluding IRA, Keogh, trust accounts, and other accounts subject to tax penalties if so assigned) that are now or in the future in Lender's custody or control;
- (b) All proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above; and
- (c) All supporting obligations of any of the above.

3. OBLIGATIONS. The Collateral shall secure the payment and performance of all of Borrower's and Owner's present and future, joint and/or several, direct and indirect, absolute and contingent, express and implied indebtedness to Lender under any promissory note or agreement described below, including all future advances made by Lender to Borrower or Owner and all expenditures incurred by Lender upon the occurrence of a default (collectively "Obligations"):

- (a) this Agreement and the following promissory notes and agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER

- (b) all other presently existing or future evidences of indebtedness, obligations, agreements, instruments, or otherwise of Borrower or Owner to Lender (**whether incurred for the same or different purposes than the foregoing**); however, if securing such other existing or future indebtedness with the Collateral violates any state or federal law, rule or regulation, including, but not limited to, failure to provide the right of rescission when required, Lender waives the security interest in that part of the Collateral that would cause any such violation with respect to such indebtedness; and
- (c) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

4. OWNER OF COLLATERAL. Owner represents that Owner has an ownership interest in the Collateral and has agreed to grant Lender a security interest in the Collateral. Owner agrees that the grant of the security interest shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations of any Borrower, guarantor, cosigner, or any other Owner of the Collateral.

5. COVENANTS. Owner covenants and warrants that:

- (a) **INSURANCE.** Owner shall insure the Collateral for its full value against all hazards including loss or damage caused by fire, collision, theft or other casualty. If the Collateral consists of a motor vehicle, Owner will obtain comprehensive and collision coverage in amounts at least equal to the actual cash value of the vehicle with deductibles not to exceed \$ _____. Owner shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact or agent for Owner and is authorized to sign Owner's name in making and settling claims under insurance policies, canceling any policy or endorsing Owner's name on any draft or negotiable instrument drawn by any insurer. This power of attorney is coupled with an interest and is irrevocable. All insurance policies must name Lender as loss payee, or additional insured as Lender may require, and provide that no act or omission of Owner or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to loss or damage to the Collateral. The insurance policy shall contain a provision requiring the insurance company to give Lender at least _____ days' advance written notice prior to any alteration or cancellation. Insurance may be obtained from an insurance company of Owner's choice, however such company must be licensed to do business in the state in which the Collateral is located and the policy must be in a form and content acceptable to Lender. Owner assigns to Lender all Owner's right, title and interest in the proceeds of insurance not exceeding the amount owed under the Obligations described above, and directs the insurer to pay all proceeds directly to Lender. Owner agrees to execute such additional documents as Lender or the insurer may require to effect this assignment. In the event Owner fails to acquire or maintain insurance on the Collateral, Lender (after providing notice as may be required by law), may in its discretion procure appropriate insurance coverage upon the Collateral and charge the insurance cost as an advance of principal under the first promissory note or agreement described in paragraph 3.

- (b) **OWNERSHIP.** Owner is the sole owner of the Collateral, and no other person or organization has a security interest in or claim to the Collateral. If the Collateral consists of a motor vehicle, Owner shall identify Lender's security interest on the certificate of title until the Obligations described above are paid in full. Owner, without the prior written consent of Lender, shall not grant an additional security interest in the Collateral or sell, lease, dispose of or transfer the Collateral as long as the Obligations remain unpaid. Owner will not permit any lien, or encumbrance of any nature upon the Collateral.

(c) OWNER'S LOCATION. Owner's principal residence or principal place of business is in the state of _____ . Owner shall not change its state of location without first notifying Lender in writing.

(d) LOCATION OF COLLATERAL. Unless the Collateral is in Lender's possession or control, it will be kept at the address of Owner indicated above. Owner will not remove the Collateral for more than thirty (30) days from this location without the prior written consent of Lender.

(e) MAINTENANCE. The Collateral is presently in good condition. Owner, at Owner's expense, will keep the Collateral in good condition. If the Collateral is a motor vehicle, Owner shall maintain and service the vehicle as recommended by the manufacturer and as needed to keep the vehicle in good operating condition. Owner will replace and repair all parts of the Collateral as may be necessary from time to time and will not permit any lien to be created because of such repairs. Owner will permit Lender to inspect the Collateral at any reasonable time.

(f) TAXES AND ASSESSMENTS. Owner will pay all taxes, assessments and other charges upon the Collateral. If the Collateral is a motor vehicle, Owner will pay all expenses and fees in connection with licensing, registration and inspection.

(g) USE OF COLLATERAL. The Collateral will be used only for lawful purposes in compliance with all state and federal laws. If the Collateral is a motor vehicle, it will not be used to transport goods or persons for hire, and it will not be operated by any person not licensed as an operator.

(h) NOTICES. Owner will immediately notify Lender in writing at Lender's address if the Collateral is significantly damaged or stolen or if Owner's address changes.

(i) FINANCIAL STATEMENTS. Upon written request of Lender, Owner will furnish current financial statements and other reports concerning Owner's financial condition.

(j) SECURITIES. Owner will, upon receipt, deliver to Lender as additional Collateral all securities distributed on account of the Collateral such as stock dividends and securities resulting from stock splits, reorganizations and recapitalizations.

(k) ADDITIONAL COVENANTS. Owner additionally covenants that: (a) Owner agrees to the terms of the Obligations and to the terms of any renewals, extensions, amendments, modifications, replacements or substitutions of the Obligations; (b) Lender may enter into agreements in the future with Borrower which, if this Agreement so provides, will become Obligations secured by the Collateral described in this Agreement; (c) property other than the Collateral may also secure the Obligations and that Lender shall have no obligation to exercise its rights against such property prior to exercising its rights against the Collateral, that Lender may accept substitutions or exchanges for any such property, and that Lender may release its security interest in such property at any time; and (d) parties other than Borrower may be or may become obligated under the Obligations.

6. ADVANCES TO PERFORM COVENANTS. Lender may advance funds, in its sole discretion, to pay or satisfy any taxes, liens or other encumbrances upon the Collateral. Lender may also pay for the repair, preservation, maintenance and insurance of the Collateral. All such advances and payments shall be a part of the Obligations secured by this Agreement. Lender shall be entitled to enforce all other rights and remedies upon default or as permitted by law. Lender has no duty to take any action to protect the value of the Collateral or to exercise any rights of the Owner with respect to the Collateral.

7. COLLECTION COSTS. To the extent permitted by law, Owner agrees to pay on demand Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys or other agents (including without limitation, paralegals, clerks and consultants), whether or not such attorney or agent is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing or protecting any right or remedy under this Agreement, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions.

8. HOMESTEAD EXEMPTION. Owner specifically waives any homestead exemption which may attach to the Collateral under applicable federal or state law.

9. FINANCING STATEMENTS. Lender may, and Owner authorizes Lender to, execute and file, any financing statements, as well as extensions, renewals and amendments of financing statements in such form as Lender may require to perfect and maintain perfection of any security interest. Owner agrees to execute and deliver such financing statements, amendments to the financing statement, or the other instruments as Lender may from time to time require in order to comply with the Uniform Commercial Code, presently or as hereafter amended or replaced.

10. EVENT OF DEFAULT. An Event of Default will occur under this Agreement in the event that Owner, Borrower, any cosigner, or any guarantor of any of the Obligations:

- (a) fails to make any payment under this Agreement or any other indebtedness to Lender when due;
- (b) fails to perform any obligation or breaches any warranty or covenant to Lender contained in this Agreement or any other present or future written agreement regarding this or any other indebtedness to Lender;
- (c) provides or causes any false or misleading signature or representation to be provided to Lender;
- (d) sells, conveys, or transfers rights in any Collateral without the written approval of Lender; destroys, loses or damages such Collateral in any material respect; or subjects such Collateral to seizure, confiscation, or condemnation;
- (e) seeks to revoke, terminate, or otherwise limit its liability under any continuing guaranty;
- (f) has a garnishment, judgment, tax levy, attachment or lien entered or served against Owner, Borrower, any guarantor or any of their property including the Collateral;
- (g) dies, becomes legally incompetent, is dissolved or terminated, ceases to operate its business, becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, insolvency or debtor relief proceedings;
- (h) fails to provide Lender evidence of satisfactory financial condition;
- (i) allows the Collateral to be used by anyone to transport or store goods, the possession, transportation, or use of which, is illegal; or
- (j) if Lender deems itself insecure in good faith with respect to any of the obligations or indebtedness.

11. REMEDIES. Upon the occurrence of an Event of Default, Lender may declare the Obligations immediately due and payable without notice (except as required by law). Such acceleration shall be automatic and immediate if the Event of Default is a filing under the Bankruptcy Code. Lender shall have all of the following rights and remedies of a secured party under the Uniform Commercial Code, presently or as hereafter amended or replaced; Lender may require Owner to assemble the Collateral and deliver or make it available to Lender; Lender may lawfully enter Owner's premises at any reasonable hour and take possession of the Collateral, render it unusable or take any other action pursuant to law to gain possession of the Collateral; Lender may commence judicial proceedings to enforce its security interest in the Collateral; and Lender may sell the Collateral at public or private sale. Unless the Collateral is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will mail written notice to Owner at least five (5) days in advance of the time and place of any sale or intended disposition as required by the Uniform Commercial Code, presently or as hereafter amended or replaced. If the Collateral consists of securities, Lender shall be entitled to transfer the securities into the name of Lender or its designee and to vote the securities. Lender shall be authorized to notify the issuer of the securities to remit any related dividends, interest and securities resulting from stock splits, reorganizations and recapitalizations directly to Lender or its designee. Lender shall be entitled to deduct its expenses of repossessing and selling the Collateral (including reasonable attorney's fees and court costs) from the proceeds of any sale and apply the balance first to unpaid interest and then to principal owing on the Obligations. Owner will remain liable for any deficiency, except as provided by law. Lender's remedies under this paragraph are in addition to those available at common law, such as the right of offset.

12. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of _____, except to the extent that the Uniform Commercial Code, presently or as hereafter amended or replaced, provides for the application of the law of the state of Owner's location, as indicated in paragraph 5(c). Unless applicable law provides otherwise, Owner consents to the jurisdiction and venue of any court located in such state selected by Lender, in its discretion, in the event of any legal proceeding under this Agreement.

14. NOTICE. Any notice or other communication to be provided under this Agreement shall be in writing and mailed to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

15. MODIFICATION AND WAIVER. The modification or waiver of any of Owner's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Owner's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion will not constitute a waiver on any other occasion. Owner's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Owner or third party or any of its rights against any Owner, third party, the Collateral or any other property securing the Obligations.

16. ASSIGNMENT. Owner agrees not to assign any of its rights, remedies or obligations described in this Agreement without the prior written consent of Lender, which consent may be withheld by Lender in its sole discretion. Owner agrees that Lender is entitled to assign some or all of its rights and remedies described in this Agreement without notice to or the prior consent of Owner.

17. MISCELLANEOUS. Time is of the essence in the performance of this agreement. Owner waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Owner in this Agreement shall include all parties signing below. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of Owner and Lender. If there is more than one Owner, their obligations under this Agreement shall be joint and several. This Agreement shall remain in full force and effect until Lender provides Owner with written notice of termination. This Agreement represents the complete and integrated understanding between Owner and Lender regarding the terms hereof.

18. JURY TRIAL WAIVER. LENDER AND OWNER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS AGREEMENT.

19. ADDITIONAL TERMS:

Owner acknowledges that Owner has read, understands and agrees to the terms and conditions of this Security Agreement. Owner acknowledges receipt of an exact copy of this Agreement.

DATED:

OWNER:

OWNER:

OWNER:

OWNER: