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PLEDGE AND SECURITY AGREEMENT

This Pledge and Security Agreement (the “**Agreement**”) is dated as of _____, 20____, by and between _____ (“**Pledgor**” or “**Borrower**”), and _____ (“**Pledgee**” or “**Lender**”).

Contemporaneously with this Agreement, Pledgee made a loan to Borrower, in the principal amount of _____ and No/100 Dollars (\$_____) (the “**Loan**”), which Loan is evidenced by a Promissory Note (the “**Note**”) in the same principal amount;

As a condition of Pledgee to make the Loan, Pledgee has required the Pledgor, as a beneficiary of the Loan, to enter into this Agreement and grant a security interest in the Collateral, as hereinafter defined, as security for the Borrower’s repayment of the Loan and performance of Borrower’s obligations in connection therewith.

NOW THEREFORE, the parties hereto agree as follows:

1. Granting Clause; Secured Obligations; Collateral.

(a) Granting Clause. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby grants to the Pledgee, and pledges, assigns, hypothecates, transfers and delivers to the Pledgee, a lien on and security interest in the Collateral, as defined below (whether now owned or hereafter acquired), to secure the Loan.

(b) Collateral. As used herein, the term “**Collateral**” shall mean all of the rights, title and interest of Pledgor as general partner in the property described on Exhibit A attached hereto and all proceeds or replacements thereof including accounts receivable, insurance payments and other proceeds.

2. Covenants, Representations and Warranties. Pledgor covenants, represents and warrants to Pledgee, its successors and assigns, as of the date hereof that:

(a) Ownership. the Collateral is and shall remain free and clear of any security interests, pledges, liens, encumbrances and restrictions on the transfer thereof, other than those created pursuant to this Agreement.

(b) Authority. Pledgor has the power and authority to enter into and perform this Agreement; this Agreement constitutes the legal, valid and binding obligation of Pledgor and requires no approval or filing with any governmental authority; and the execution, delivery and performance of this Agreement by Pledgor will not constitute a violation of or result in the breach of or constitute a default under any contract to which Pledgor is a party or by which it is bound, or to its knowledge violate any law, judgment, decree or governmental order, rule or regulation applicable to Pledgor.

3. Perfection of Security Interest in Collateral; Agreement. On the date hereof and from time to time thereafter, the Pledgee shall be authorized to file and record in the proper filing

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and recording places necessary to perfect such financing statements prepared by the Pledgee and which are appropriate to reflect the security interest in the Collateral created under this Agreement.

4. Rights Prior to Default. So long as no Event of Default (as hereinafter defined) shall have occurred and is continuing, the Pledgor shall be fully entitled (i) to receive all distributions of cash and allocations of profits and losses made in respect of the Collateral, (ii) to exercise all rights and powers attributable to the Collateral, and (iii) generally to fully enjoy all of the benefits of ownership of the Collateral but not inconsistent with the terms hereof.

5. Events of Default; Remedies.

(a) Events of Default. The occurrence of any one or more of the following events (each of which shall be hereinafter referred to as an “**Event of Default**”) shall constitute a default under this Agreement:

(i) there occurs a breach of the Note and Borrower fails to cure the same within thirty (30) days written notice of such default, or

(ii) a material breach of any provision of this Agreement, which material breach is not cured within thirty (30) days of written notice from Pledgee or such additional time as may be required to cure any such breach so long as Pledgor is diligently pursuing such cure and there is no material adverse effect to the Pledgee.

(b) Remedies. If any Event of Default shall occur, and is not cured within ten (10) business days after written notice thereof (or such longer period as may be provided in any other applicable agreement), the Pledgee shall have the right to (A) exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to sell or otherwise dispose of any or all of the Collateral by public or private proceedings at such time and place, by such methods, in such manner and on such terms as the Pledgee shall elect subject to applicable law and the terms and conditions hereof, (B) exercise any and all of its other rights and remedies under this Agreement, (C) take such other actions or proceedings at law or in equity as the Pledgee deems necessary or advisable to collect or enforce or to protect its interest in the Collateral and the Secured Obligations. Such options shall continue until all such Events of Default have been cured, and may be exercised individually, sequentially or in concert, all such remedies being cumulative, the exercise of one not being deemed a waiver of any of the others or a cure of any Event of Default. No delay or omission by Pledgee in exercising any right hereunder shall operate as a waiver of such right or of any right under this Agreement.

6. Senior Lenders. The rights and remedies of the Pledgee under this Agreement are subordinate to any and all rights and remedies of the Senior Lenders.

7. No Waiver. No delay on the part of any party in exercising any of its options, powers or rights, or partial or single exercise thereof, shall constitute a waiver thereof.

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8. Release. The Pledgee, after the payment in full of the Loan, shall deliver to the Pledgor a release of the Pledgee's security interest in the Collateral.

9. Notices. All notices and other communications to any party hereunder shall be in writing and shall be delivered or mailed to those addresses and in the manner set forth in the Note.

10. Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties.

11. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the State of Michigan (without giving effect to the conflict of law principles thereof).

12. Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

13. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement.

14. Captions. The captions of the sections of this Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement of General Partner Interest as Security to be duly executed by their respective officers duly authorized as of the day and year first above written.

PLEDGEE:

PLEDGOR: