

Security Agreement

This Security Agreement (the "Agreement") is entered into as of [Date], by and between [Secured Party Name], with principal offices at [Secured Party Address] ("Secured Party"), and [Debtor Name], with principal offices at [Debtor Address] ("Debtor").

1. Grant of Security Interest

The Debtor hereby grants to the Secured Party a security interest in the following collateral (the "Collateral") to secure the payment and performance of all obligations described in this Agreement and any related documents:

- All accounts, chattel paper, instruments, and general intangibles;
- All equipment, inventory, and goods now owned or hereafter acquired;
- All proceeds and products thereof.

2. Obligations Secured

The security interest granted herein secures the payment and performance of all present and future obligations of Debtor to Secured Party arising under or in connection with [describe structured finance transaction, e.g., "the Purchase Agreement dated [insert date]"].

3. Representations and Warranties

The Debtor represents and warrants that:

- Debtor has good and marketable title to the Collateral, free of any prior lien or encumbrance;
- This Agreement constitutes a valid and binding obligation;
- All information provided to the Secured Party is true, complete, and correct.

4. Covenants

The Debtor covenants that it will:

- Maintain the Collateral in good order and repair;
- Not sell, lease, or otherwise dispose of the Collateral without the prior written consent of Secured Party;
- Promptly notify Secured Party of any material change affecting the Collateral.

5. Events of Default

The occurrence of any of the following constitutes an Event of Default:

- Failure to perform any obligation secured by this Agreement;
- Breach of any representation, warranty, or covenant herein;
- Insolvency or bankruptcy of Debtor.

6. Remedies

Upon the occurrence of any Event of Default, the Secured Party may exercise all rights and remedies available under applicable law, including but not limited to:

- Taking possession of the Collateral;
- Requiring Debtor to assemble the Collateral;

- Selling, leasing, or otherwise disposing of the Collateral.

7. Miscellaneous

- This Agreement constitutes the entire agreement between the parties with respect to its subject matter.
- This Agreement may be amended only by written agreement signed by both parties.
- This Agreement is governed by the laws of the State of [Governing Law State].

Debtor: [Debtor Name]

Secured Party: [Secured Party Name]