

EXHIBIT "A" TO FINANCING STATEMENT AND SECURITY AGREEMENTError! Bookmark not defined.

Executed by XYZ, INC. ("Debtor")

In Favor of ABC COMPANY, INC. ("Secured Party")

This FINANCING STATEMENT and SECURITY AGREEMENT covers the following types or items of property and Debtor hereby grants Secured Party a security interest therein as collateral for the payment and performance of all present and future indebtedness, liabilities and obligations of Debtor to Secured Party, and agrees that said security interest may be enforced by Secured Party in accordance with the terms and provisions of all security and other agreements between Secured Party and Debtor, the Uniform Commercial code, or both:

- (a) All goods of Debtor, including without limitation, machinery, equipment, furnitures, furnishings, fixtures, tools, parts, supplies and motor vehicles of every kind and description and all improvements thereto which the Debtor now owns or in which Debtor may have or may hereafter acquire any interest, together with all customer lists and records of Debtor's business;
- (b) All inventory of Debtor, including, but not limited to, all merchandise, raw materials, parts, supplies, work in process, and finished products intended for sale, of every kind and description now or at any time hereafter owned by and in the custody or possession actual or constructive, of Debtor, including such inventory as is temporarily out of Debtor's custody or possession and including insurance proceeds, resulting from the sale and disposition of any of the foregoing, including, among other things, but not limited to, raw materials and merchandise, materials, parts, supplies, work in process, inventories and finished products intended for sale be Debtor including inventory temporarily removed from said premises and items in transit;
- (c) All contract rights and general intangibles of Debtor, including without limitation, goodwill, trademarks, trade styles, trade names, patents, patent applications, copyrights, bank deposits, deposit accounts, income tax refunds and property in the possession, deposited with or under the control of Secured Party or any of its affiliates; and
- (d) All present and future accounts, accounts receivable and other receivables and all books and records relating thereto;
- (e) All documents, instruments, pledged assets and chattel paper;

Whether such Collateral shall be presently in existence or whether it shall be acquired or created by Debtor at any time hereafter, wherever located, to remain in force so long as Debtor is, in any manner, obligated to Secured Party. Such security interest shall give Secured Party a continuing lien in, on, and to all said Collateral, and the products and proceeds thereof, and any replacements., additions, accessions, or substitutions thereof, after acquired property, and the accounts or proceeds arising from the sale or disposition of any inventory of Debtor including any returns thereof including, where applicable, the proceeds of insurance covering said Collateral or tort claims in connection with the Collateral.

XYZ, INC.

By: _____

Title: _____

