



Financial Services

Release Notes

Medici™ Commercial Lending Documentation System
Versions 2018.1, 2017.1.3 and 2016.2.2

Financial Services

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Installing the Update

This 2018.1 update includes changes made since the 2017.1 version of Medici. Updates are also available to 2016.1.3 and 2016.2.1 depending on your currently installed version of Medici.

This update can also be used to install Medici onto brand new systems. Please read [Medici_2018.1_2017.1.3_2016.2.2_Install_Guide.pdf](#) before upgrading your existing system.

Note

The minimum database requirement is now version 2012.2. If the database version is less than 2012.2, an error message displays during installation and the installation will be interrupted.

Installation of .NET 4.6.2 or higher is now required and must be installed prior to the update. Please see the [Medici_2018.1_2017.1.3_2016.2.2_Installation Guide](#) for more information.

Technical Changes Requiring Action by an IT Administrator

HMDA Wiz Requires TLS 1.1 or 1.2

In order to meet the PCI Data Security Standard, HMDA Wiz will no longer accept connections using TLS 1.0 (Transport Layer Security) encryption protocol beginning June 2018. Web service requests using TLS 1.0 will fail. TLS 1.1 will be the minimum version required and version 1.2 is highly recommended. Additional information can be found at:

<https://blog.pcisecuritystandards.org/are-you-ready-for-30-june-2018-sayin-goodbye-to-ssl-early-tls>

For HMDA Wiz users, you will need to enable TLS 1.2 as well as Strong Cryptography for your Medici Client machines. Additional information on how to enable TLS 1.2 can be found at <https://docs.microsoft.com/en-us/dotnet/framework/network-programming/tls#configuring-security-via-appcontext-switches>.

Note

It is not required that TLS 1.0 be disabled on the machine hosting the Medici Client.

Required Prerequisite Installation of .NET 4.6.2

Installation of .NET 4.6.2 or higher is required and must be installed prior to the update.

You can install .NET 4.6.2 using the web installer at <https://www.microsoft.com/en-us/download/details.aspx?id=53345> or the full installer from <https://www.microsoft.com/en-us/download/details.aspx?id=53344>.

The operating systems listed in the Medici System Requirements have been updated to exclude any operating system that does not support .NET 4.6.2. The only operating system entry removed was Windows Server 2008 SP2. Windows Server 2008 R2 SP1 x64 does support .NET 4.6.2; however, the 32-bit version does not support .NET 4.6.2.

Support for Microsoft Office 2007 Discontinued

Microsoft Office 2007 should no longer be used with Medici. Microsoft discontinued support for this product October 10, 2017. Office 2010, 2013, and 2016 continue to be supported for use with Medici.

Support for Microsoft SQL Server 2016 Added

Medici now supports Microsoft SQL Server 2016 for both server and standalone installations.

Support for Windows Server 2016 Added

Medici now supports server installation using Microsoft Windows Server 2016.

Changes Requiring Action by a Medici Administrator

Barcodes Missing on Documents

If you are using barcoding, we have resolved an issue that appeared in the recent 2017.1.2 Service Pack that caused configured barcodes to not appear on generated documents.

Data Fill In for Evidence and Consent Paragraphs

For users with existing default data fill in under Transaction Information/General Information/Insurance Evidence and Consent Paragraphs this language will need to be carefully modified using the changes shown in the [Custom Default Data Appendix](#) at the end of this document.

LIBOR Index Rate

U.K. regulators are likely eliminating the use of the LIBOR index rate at the end of the year 2021. As a result, Medici has now revised its definitions of the "LIBOR Rate" and the "LIBOR/Swap Rate" to more clearly state that, in the event such rates are no longer available, a lender may, in its sole discretion, select another base, reference, or other rate as replacement rates, as well as an alternative interest rate margin.

For users with existing default data fill in under Transaction Information/Rate Information/Interest Rate Index Definitions/Bank's LIBOR Rate Definition and Bank's LIBOR/Swap Rate Definition, this language will need to be carefully modified.

User Admin Module and User Properties

In earlier versions if you entered the User Admin module but did not select a user or group and clicked **User Properties** instead, Medici would unexpectedly terminate. Beginning with this release, in this situation, you will receive a message that you need to select a user or group first.

User Defined Events of Default for Loan Agreement and Pledge Agreement - Standard Format and Short Format

For users with existing User Defined Events of Default for Loan Agreement - Standard Format and Short Format and/or User Defined Events of Default for Pledge Agreement - Standard Format and Short Format, this language will need to be carefully modified using model language to conform to the changes discussed in the [Hypothecation Security Agreement](#) topic or the [Hypothecation Pledge Agreement/Pledge Agreement](#) topic in these release notes. See the [Custom Default Data Appendix](#) at the end of this document for model language.

Multi-State Documents

Borrower's Certification

Effective January 1, 2018, SBA's SOP 50 10 5(J) requires that:

"All Lenders must inform the Applicant that if the small business defaults on the SBA-guaranteed loan and SBA suffers a loss, the names of the small business and the guarantors of the SBA-guaranteed loan will be referred for listing in the CAIVRS database, which may affect their eligibility for further financial assistance."

In an effort to assist users in complying with the above-referenced SOP requirement, Medici has revised the Borrower's Certification for SBA loans to include the following language in Section A of the document:

Lender Notice Regarding Event of Default. If the small business defaults on the SBA Loan and SBA suffers a loss, the names of the small business and the guarantors of the SBA Loan will be referred for listing in the CAIVRS database, which may affect their eligibility for further financial assistance.

In addition, minor grammatical changes have been made to the Borrower's Certification for consistency purposes.

Certification of Beneficial Owners

The Certification of Beneficial Owner forms have been modified as a result of a final rule issued by FinCEN that makes technical corrections to the form. The final rule was published in the Federal Register on September 28, 2017. Technical corrections include collecting the entity type for the business for which the account is being opened, changing the term "foreign persons" to "Non-U.S. persons," and including social security number in the prompt for the identification number from a Non-U.S. person. In addition to the technical corrections, the forms have been updated to include space for an additional address line for each person listed on the form and an optional field for the Legal Entity Identifier has been added.

Finally, the existing Policy Question located in the **Selections Affecting Multiple or Ancillary Documents – Language/Format/Output** has been revised to allow users to generate the form for loan modifications/extension agreements by adding a third choice (shown in bold below):

Should Medici create the Certification of Beneficial Owners of Legal Entities for each Borrower entity?

- ☐ Commitment/Proposal Letter
- ☐ All Loan Documents (including All SBA Loan Documents)
- ☐ **Modification/Extension Agreements**

- If the user checks the box for "Commitment/Proposal Letter", then the Certification will generate when the user chooses "Commitment/Proposal Letter" in response to the Document Selection question in the Wizard.
- If the user checks the box for "All Loan Documents (including SBA)", then the Certification will generate when the user chooses "All Loan Documents" in response to the Document Selection question in the Wizard. The Certification should also generate for "All SBA Loan Documents".
- If the user checks the box for "Modification/Extension Agreements", then the Certification will generate when the user chooses "Modification/Extension Agreements" in response to the Document Selection question in the Wizard.
- If the user checks any combination of the above boxes, then the Certification will generate in connection with Commitment/Proposal Letters, All Loan Documents (including All SBA Loan Documents), and/or Modification/Extension Agreements.

Evidence and Consent Paragraphs

Medici has revised the default data value under Transaction Information/General Information/Insurance Evidence and Consent Paragraphs with the ability to toggle between "Bank" and "Lender" based on the existing policy question, Defined Term for Lender in Loan Documents.

General Partners' Certificate

The General Partners' Certificate is now revised to correct minor grammatical issues in instances where a limited partnership has only 1 general partner. Such revisions include, but are not limited to:

- Correcting the title of the document to read as "Certificate of General Partner(s)".
- Revising the term "General Partners" to "General Partner(s)" throughout the document and correcting resulting grammar issues.

Hypothecation Security Agreement

The "Loan Documents" definition and the "Events of Default" definition for hypothecation Security Agreements are now revised to map in the names of the grantor(s) of the hypothecation Security Agreement and the names of underlying borrower(s) of the related note.

Please see the [User Defined Events of Default for Loan Agreement and Pledge Agreement - Standard Format and Short Format](#) topic for required administrative action.

Hypothecation Pledge Agreement Pledge Agreement

The "Event(s) of Default" definition for a Pledge Agreement generated under certain circumstances is now revised to remove the term the "Borrower" and replace it with the defined term "Pledgor" that otherwise used in throughout the Pledge Agreement. To obtain the revised Pledge Agreement, the user should provide the following responses to specific Policy Questions:

- a. Include reference to Specific Obligations in Loan, Security, and Pledge Agreements?
 - The user response is "No, Do Not Reference Specific Obligations."
- b. Event of Default Options?
 - Only the following user response under this Policy Question is impacted:
 - User Defined Defaults in All Agreements

The user should also select the appropriate collateral and answer the appropriate Wizard Questions to generate the revised Pledge Agreement.

In addition, the "Events of Default" definition for hypothecation Pledge Agreement is now revised to map in the names of the pledgor(s) of the hypothecation Pledge Agreement and the names of underlying borrower(s) of the related note.

Please see the [User Defined Events of Default for Loan Agreement and Pledge Agreement - Standard Format and Short Format](#) topic for required administrative action.

Landlord's Consent and Waiver of Lien

The Landlord's Consent and Waiver of Lien is now revised to ensure use of the lowercase term "tenant" is consistently used in the body of the form.

Loan Agreement and Affirmative Financial Covenants

Previously, when the user chose to generate affirmative financial covenants in the Loan Agreement, the "EBITDA to CMLTD plus Interest Expense" financial covenant generated the following language in error (see text in blue font):

"EBITDA to CMLTD plus Interest Expense. The Borrower shall maintain a ratio of
EBITDA to CMLTD plus Interest Expense **to be** less than ___ [insert ratio]
to ___ [insert ratio]. . ."

This above financial covenant is now corrected to state the following [see text in blue font):

"EBITDA to CMLTD plus Interest Expense. The Borrower shall maintain a ratio of
EBITDA to CMLTD plus Interest Expense **of not** less than ___ [insert ratio]"

to ____ [insert ratio]. . .”

Mortgages with the NOI to CMLTD Covenant

Medici has been updated to now include a variable on screen for any Mortgage which has the NOI to CMLTD Covenant. This change will allow a ratio to be entered in data fill in for the commercial mortgage. “Mortgage N Multiple of Net Operating Income to Current Maturity of Long Term Debt plus Interest Expense” will show for any Mortgage which has the NOI to CMLTD Covenant.

Notary Blocks

Previously, notary blocks generated in the Loan, Security, Pledge, and Loan and Security Agreements when the following Policy Question was turned on:

Enable Multi-Party Loan, Security and Pledge Agreements?

This issue was also related to the following Policy Question, which was supposed to turn on the notary block for documents only where Pennsylvania was either governing law or property law:

Include notary acknowledgment blocks for Pennsylvania documents that contain power of attorney provisions (including, but not limited to, confession of judgment provisions) pursuant to 20 Pa. C.S. sec. 5601(b)(3)(1)?

This issue has now been resolved and the notary blocks no longer generate in the aforementioned documents and where the jurisdiction is not Pennsylvania.

Promissory Note

Previously, a bug existed in Data Fill-In when a user initially selected an interest rate index for a transaction, and then subsequently returned and changed the interest rate index selection to a user defined interest rate index. In that specific scenario, the name of the user defined interest rate index remained blank (while all other interest rate information appeared) in the generated Promissory Note. This bug has now been fixed and the name of the user defined interest rate index appears in the related Promissory Note.

Request for Taxpayer Identification Number and Certification (W-9)

In Medici, the form W-9 is now revised to match the IRS W-9 model form. Specific Instructions for Line 1, Line 3 and Line 5 are updated.

In addition, minor changes were made throughout the document.

This form has a required use date of 5/1/2018.

SBA Form 147 Promissory Note

For secondary market purposes, Medici has updated the Rate Adjustment language on SBA Form 147 Promissory Note. Specifically, language identifying the specific day of each interest rate change period is now removed. Such language was legally sufficient, but Medici removed it pursuant to Colson’s request.

Statement Of Purpose For An Extension Of Credit Secured By Margin Stock by a Person Subject to Registration Under Regulation U (G-3)

In Medici, the form G-3, Statement Of Purpose For An Extension Of Credit Secured By Margin Stock by a Person Subject to Registration Under Regulation U, is now revised to match Board of Governors of the Federal Reserve System form FR G-3 with a revision date of 1/2018. The Approval expires date is being updated to July 31, 2018, along with other minor changes to match the model form.

Statement Of Purpose For An Extension Of Credit Secured By Margin Stock Federal Reserve System (U-1)

In Medici, the form U-1, Statement Of Purpose For An Extension Of Credit Secured By Margin Stock Federal Reserve System, is now revised to match Board of Governors of the Federal Reserve System form FR U-1 with a revision date of 1/2018. The Approval expires date is being updated to July 31, 2018, along with other minor changes to match the model form.

Unlimited Guaranty

The Unlimited Guaranty has been updated to correct typos in three places.

State-Specific Documents

California

Real Property Insurance Disclosure

The California Real Property Insurance Disclosure has been revised to address pagination issues. The page number on this single page form is now removed.

Subordination, Non-Disturbance and Attornment Agreement

For the Subordination, Non-Disturbance and Attornment Agreement (the "SNDA") for California, the name of the signing party (the "Tenant Signer Name") for each tenant (individual or entity) can now be generated in the notary acknowledgment blocks.

To do so, users must generate the SNDA and then enter the "Tenant Signer Name" in the Show Data Entry Screen section of the Add-Ins function in Word. The notary acknowledgment blocks are formatted as follows:

TENANT'S ACKNOWLEDGMENT:

(Individual)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____ :

On _____, _____, 20____, before me, [Tenant Signer Name], personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

(Business or Entity)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____ :

On _____, _____, 20____, before me, [Tenant Signer Name], personally appeared (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Colorado

Loan Documents

The notary acknowledgment block used for Colorado loan documents is now revised to follow the statutory short forms pursuant to CO SB 132, which legislation becomes effective as of July 1, 2018.

Illinois

Confession of Judgments in Notes and Guaranties

When Illinois is selected as governing law for a loan transaction, users now have the option to include confession of judgment ("COJ") language in all promissory notes and guaranties. To this end, the following Bank Policy - Policy Question and related radio buttons has been created and is located in the State Specific subfolder:

"Include Confession of Judgments in Illinois Notes and Guaranties?"

- Always Exclude
- Always Include
- Select for each Transaction

If the user selects "Always Include" or subsequently chooses to include COJ language via the "Select for each Transaction", then the following confession of judgment language will appear in uppercase, bold font:

- For Promissory Notes (construction notes):

THE BORROWER AND EACH ENDORSER AND GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY-AT-LAW TO APPEAR IN ANY COURT OF RECORD AND TO CONFESS JUDGMENT AGAINST THE BORROWER AND EACH ENDORSER AND GUARANTOR FOR THE UNPAID AMOUNT OF THIS NOTE AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF THE [BANK TERM] SETTING FORTH THE AMOUNT THEN DUE, ATTORNEYS' FEES, PLUS COSTS OF SUIT, AND TO RELEASE ALL ERRORS, AND WAIVE ALL RIGHTS OF APPEAL. IF A COPY OF THIS NOTE, VERIFIED BY AN AFFIDAVIT, SHALL HAVE BEEN FILED IN THE PROCEEDING, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. THE [BANK TERM]'S RIGHT TO CONFESS JUDGMENT AGAINST THE BORROWER AND EACH ENDORSER AND GUARANTOR IS IN ADDITION TO ANY OTHER REMEDIES THE [BANK TERM] MAY POSSESS AGAINST THE BORROWER AND EACH ENDORSER AND GUARANTOR.

- For SBA 147 Notes:

BORROWER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY-AT-LAW TO APPEAR IN ANY COURT OF RECORD AND TO CONFESS JUDGMENT AGAINST BORROWER FOR THE UNPAID AMOUNT OF THIS NOTE AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF [BANK TERM] SETTING FORTH THE AMOUNT THEN DUE, ATTORNEYS' FEES, PLUS COSTS OF SUIT, AND TO RELEASE ALL ERRORS, AND WAIVE ALL RIGHTS OF APPEAL. IF A COPY OF THIS NOTE, VERIFIED BY AN AFFIDAVIT, SHALL HAVE BEEN FILED IN THE PROCEEDING, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. [BANK TERM]'S RIGHT TO CONFESS JUDGMENT AGAINST BORROWER IS IN ADDITION TO ANY OTHER REMEDIES [BANK TERM] MAY POSSESS AGAINST BORROWER.

- For Guaranties:

GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY-AT-LAW TO APPEAR IN ANY COURT OF RECORD AND TO CONFESS JUDGMENT AGAINST GUARANTOR FOR THE UNPAID AMOUNT(S) OF THE NOTE(S) REFERENCED IN THIS GUARANTY AS EVIDENCED BY AFFIDAVIT(S) SIGNED BY AN OFFICER OF THE [BANK TERM] SETTING FORTH THE AMOUNT(S) THEN DUE, ATTORNEYS' FEES, PLUS COSTS OF SUIT, AND TO RELEASE ALL ERRORS, AND WAIVE ALL RIGHTS OF APPEAL. IF A COPY OF SUCH NOTE(S), VERIFIED BY AFFIDAVIT(S), SHALL HAVE BEEN FILED IN THE PROCEEDING, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL(S) OF SUCH NOTE(S) AS A WARRANT(S) OF ATTORNEY. THE [BANK TERM]'S RIGHT TO CONFESS JUDGMENT AGAINST GUARANTOR IS IN ADDITION TO ANY OTHER REMEDIES THE [BANK TERM] MAY POSSESS AGAINST GUARANTOR.

- For SBA 148 or 148L Guarantees:

GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY-AT LAW TO APPEAR IN ANY COURT OF RECORD AND TO CONFESS JUDGMENT AGAINST GUARANTOR FOR THE UNPAID AMOUNT OF THE NOTE REFERENCED IN THIS GUARANTEE AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF [BANK TERM] SETTING FORTH THE AMOUNT THEN DUE, ATTORNEYS' FEES, PLUS COSTS OF SUIT, AND TO RELEASE ALL ERRORS, AND WAIVE ALL RIGHTS OF APPEAL. IF A COPY OF THE NOTE, VERIFIED BY AN AFFIDAVIT, SHALL HAVE BEEN FILED IN THE PROCEEDING, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL OF THE NOTE AS A WARRANT OF ATTORNEY. [BANK TERM]'S RIGHT TO CONFESS JUDGMENT AGAINST GUARANTOR IS IN ADDITION TO ANY OTHER REMEDIES [BANK TERM] MAY POSSESS AGAINST GUARANTOR.

If the user selects the "Always Exclude" radio button, then the above COJ language will not appear in any notes or guaranties.

Maryland

Guaranty Agreement

In a loan transaction where the collateral is real estate located in Maryland, the Guaranty Agreement is updated to include language recommended by the City Attorney for the City of Baltimore to enhance compliance with Maryland Tax Property Article 12-105(f)(1). The new language appears in bolded font, is located directly beneath the document title, and states:

Notwithstanding any language to the contrary, the Guarantor is not primarily liable for the repayment of the indebtedness evidenced by the Borrower Loan Documents and will incur no debt evidenced by the Borrower Loan Documents unless and until there is a default by the borrower.

Maryland Secondary Mortgage Commercial Loan Disclosure

Where the Maryland Secondary Mortgage Commercial Loan Disclosure (the "Secondary Disclosure") generates for a loan secured by residential property located in Maryland, the related Closing Agenda is now revised to add a reference to such disclosure. The Secondary Disclosure now appears in the "Loan Documents" section under the "Residential Deed of Trust" subsection.

Indemnity Deed of Trust

In the text immediately after the title on the Indemnity Deed of Trust in Maryland, the word "guarantor" was capitalized even though it was not a defined term. The word has been changed to have a lower-case "g" for clarity.

Title Application (MV-1-MD)

The form MV-1-MD, Title Application, is now revised to match the Maryland Department of Transportation form VR-005 with a revision date of 10-17. Specifically, a new logo is added to the top of the page. A new checkbox for a 30 Day Inspection Plate is also added in the Application for New Registration Plates or Transfer of Registration Plates section, along with additional text to match the state form.

New York

Notice of Lien (MV-2)

The New York MV-2 form is now revised so that the logo at the top of the form matches the logo for the Department of Motor Vehicles of New York State's Form MV-900 (revision date of 6/17).

Notice of Lending

Under New York Lien Law, mortgage proceeds and certain revenues from New York real property are considered trust assets for the benefit of lienors. If the user wishes to use any of the trust assets to repay the loan, a user may be deemed to be diverting trust assets unless the user files a Notice of Lending with the Clerk of the appropriate county.

In order to provide users with an affirmative defense pursuant to NY CLS Lien § 73, the "Notice of Lending" form is now available, at the user's option. To generate the form, the collateral securing a loan transaction must be real estate located in New York and the user must answer "Yes" to the following, new Wizard Question:

- Do you want to create a Notice of Lending pursuant to New York Lien Law?

Once the Notice of Lending form is generated, the user must fill-in all of the necessary information on the form.

Please consult with your counsel regarding whether to use the Notice of Lending form because: (1) of the time limits involved; (2) more than one filing of a Notice of Lending form may be necessary; and (3) use of such Notice of Lending form also comes with additional affirmative duties, including, but not limited to, timely responding to inquiries from lienors. Please also note that this form does not support public improvements.

Oklahoma

Application and Registration for Title Motor Vehicle OK (MV-1-OK)

The form MV-1-OK, Application and Registration for Title Motor Vehicle OK, is now revised to match Oklahoma Tax Commission, Motor Vehicle Division form 701-6 with a revision date of 11/2017. Specifically, a new section for Used Tire Recycling Fee is being added and new checkboxes are being added in the Flood Damage Disclosure section. Finally, other minor text changes were made, throughout, to match the model form.

Oregon

Subordination, Non-Disturbance and Attornment Agreement

For the Subordination, Non-Disturbance and Attornment Agreement (the "SNDA") for Oregon, the following information for each tenant (individual or entity) can now be generated in the notary acknowledgment blocks:

1. The name of the signing party (the "Tenant Signer Name") for each individual tenant or tenant entity;
2. The title of the signing party ("Tenant Signer Title") for each tenant entity
3. The name of each tenant entity (i.e., the "Tenant Name");
4. The state of business for which each tenant entity (i.e., the "Tenant State");
5. The type of tenant entity, e.g., corporation, etc. (the "Tenant Entity Type").

To input the above tenant information in the notary acknowledgment block, users must generate the SNDA and then enter the "Tenant Signer Name," "Tenant Signer Title," "Tenant Name," "Tenant State," and/or "Tenant Entity Type" in the Show Data Entry Screen section of the Add-Ins function in Word. The notary acknowledgment blocks are formatted as follows:

TENANT'S ACKNOWLEDGMENT:

(Individual)

STATE OF Oregon

COUNTY OF _____, SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by [Tenant Signer Name].

_____, NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TYPE OR PRINT NAME

(Business or Entity)

STATE OF Oregon

COUNTY OF _____, SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by [Tenant Signer Name], [Tenant Signer Title], a/n [Tenant State] [Tenant Entity Type], on behalf of such [Tenant Entity Type].

_____, NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TYPE OR PRINT NAME

Pennsylvania

Application for Duplicate Title or to Record, Renew, Remove a Lien, or to Correct Lien Information by Lienholder (MV-1A)

The MV-1A form for Pennsylvania is now revised to match the Department of Transportation of Pennsylvania's Form MV-38L with a revision date of 7-17. Revisions include:

1. Updated fees located in the Instructions and Fee Information page and in connection with Block #1, 2, 3, 4, 5, and 6.
2. Additional telephone numbers for the Bureau of Motor Vehicles located at the bottom of the Instructions and Fee Information page.

Notary Acknowledgment Block Policy Question

Pursuant to Pennsylvania statute (20 Pa. C.S. §5601(b)(3)(1)) Medici is removing the following State-Specific Policy Question:

- Include notary acknowledgment blocks for Pennsylvania documents that contain power of attorney provisions (including, but not limited to, confession of judgment provisions) pursuant to 20 Pa. C.S. §5601(b)(3)(1)?

- Include

- Do Not Include

Notary Acknowledgment Block Updated

The notary acknowledgment block used for Pennsylvania loan documents is now revised to match the statutory acknowledgment language in 57 Pa C.S.A. 316. Both individual and representative capacity notary acknowledgments are updated.

Virginia

Real Estate Security Instruments

To prevent subordinate liens from trumping the lien priority of a refinanced mortgage/deed of trust in Virginia in certain situations, section 55-58.3 of the Virginia Code Annotated requires the following language to be located on the first page of a refinance mortgage or deed of trust:

This is a refinance of a _____ (Enter name of deed of trust) recorded in the Clerk's Office, Circuit Court of _____, Virginia, in Deed Book __, Page __, in the original principal amount of _____, and with the outstanding principal balance which is _____.

Medici is now revised to include the aforementioned language in certain real estate security instruments where the collateral is real estate located in Virginia.

To generate the statutory refinance language above, Medici contains the following new Wizard Question:

"Add refinance language pursuant to Va. Code. Section 55-58.3 where collateral securing loan is only one dwelling unit?"

- Yes

- No

The new Wizard question is located in the:

- a. "Additional Options for Residential Mortgage/Deed of Trust;" and
- b. "Additional Options for Mortgage 1/Deed of Trust 1."

If the user selects "Yes" in response to the new Wizard question, then the statutory refinance language will appear in bold font (per statutory requirements) on the first (or only) page of the following documents:

- a. Commercial Mortgage/Deed of Trust for Residential Property;
- b. Amended and Restated Commercial Mortgage/Deed of Trust for Residential Property;
- c. Amendment to Commercial Mortgage/Deed of Trust for Residential Property;
- d. Commercial Mortgage/Deed of Trust, Security Agreement and Assignment of Leases and Rents;
- e. Amended and Restated Commercial Mortgage/Deed of Trust, Security Agreement and Assignment of Leases and Rents;
- f. Amendment to Commercial Mortgage/Deed of Trust, Security Agreement and Assignment of Leases and Rents;
- g. Cover Page for any of the above Virginia real estate security instruments.

When the new Wizard question is answered in the affirmative, related questions will also appear in Data Fill-in to capture the information needed to generate the statutory refinance language. For commercial mortgages, most of such questions are located in a subfolder called "Information for Refinanced Mortgage N." Please note, however, that for amended and amended and restated mortgage instruments, refinancing information is collected using both existing Data Fill-In questions and the newer, refinancing-specific questions. For residential mortgages, the questions are contained in the existing "Residential Mortgage" subfolder within the "Obligor" main folder. The refinancing questions will allow the user to enter in the correct information to identify the:

- a. Name of the original security instrument (i.e., Deed of Trust, Mortgage, or other security interest);
- b. Name of the County or City in which the original security instrument was recorded;
- c. Deed Book and Page Numbers or Instrument Number of the original security instrument;
- d. Original note amount related to the original security instrument; and
- iv. Current note balance related to the original security instrument.

Please be advised that the burden is on the user to determine whether a particular loan transaction requires the statutory refinance language pursuant to the following requirements of Va. Code Section 55-58.3:

- a. The subordinated mortgage/deed of trust does not exceed \$150,000;
- b. The refinanced mortgage/deed of trust does not exceed the interest rate of the original mortgage/deed of trust;
- c. Refinanced mortgage/deed of trust does not exceed outstanding principal balance secured by original mortgage/deed of trust, plus \$5,000; and
- d. Collateral for refinanced mortgage/deed of trust is an interest in residential real estate containing not more than one dwelling unit to secure the refinancing.

Deeds of Trust

Medici is now revised so that the coversheet for the commercial and residential deeds of trust always include the "Consideration of Deed" field (which collects the total amount secured by the loan) in an effort to assist users in meeting cover page requirements of certain counties. Previously, this field was available only if the user selected "Yes" in response to the data fill-in question "Include Virginia Recording Tax Exemption Coversheet language for Deed of Trust?"

Washington

Amended and Restated Commercial Mortgage/Deed of Trust

We have resolved an issue that prevented the Washington Amended and Restated Deed of Trust to generate correctly.

Previously, the (1) Amended Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filings and (2) Amended Deed of Trust for Residential Property and Fixture Filing for Washington did not generate an Exhibit A to include a real property description. In addition, the coversheet did not generate the page number on which Exhibit A is located within these amended instruments. These issues are now resolved.

Collateral Assignment of Leases and Rents

Commercial Deed of Trust

Residential Deed of Trust

Amendment to Commercial Deed of Trust

Amendment to Residential Deed of Trust

Amended and Restated Commercial Deed of Trust

Amended and Restated Residential Deed of Trust

SNDA

Mortgage Subordination Agreement

Tenant Estoppel Letter

Previously, the witness lines for Washington loan documents were set to "required" and could not be suppressed on recordable documents. Medici is now revised to correct this issue. As a result, no witness lines will print for any Washington loan documents (recordable or otherwise) when the Bank Policy - Policy Question "Suppress Witness Lines (except in recordable instruments where required by state law)" is set to "Yes."

Subordination, Non-Disturbance and Attornment Agreement

For the Subordination, Non-Disturbance and Attornment Agreement (the "SNDA") for Washington, the following information for each tenant (individual or entity) can now be generated in the notary acknowledgment blocks:

1. The name of the signing party (the "Tenant Signer Name") for each individual tenant or tenant entity;
2. The title of the signing party (the "Tenant Signer Title") for each tenant entity;
3. The name of each tenant entity (i.e., the "Tenant Name");
4. The state of business for which each tenant entity (i.e., the "Tenant State");
5. The type of tenant entity, e.g., corporation, etc. (the "Tenant Entity Type").

To input the above tenant information in the notary acknowledgment block, users must generate the SNDA and then enter the "Tenant Signer Name," "Tenant Signer Title," "Tenant Name," "Tenant State," or "Tenant Entity Type" in the Show Data Entry Screen section of the Add-Ins function in Word. The notary acknowledgment blocks are formatted as follows:

TENANT'S ACKNOWLEDGMENT:

(Individual)

STATE OF WASHINGTON :

SS.

COUNTY OF _____ :

On this ____ day of _____, 20____, personally appeared before me [Tenant Signer Name], to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Print Name)

Notary Public in and for the State of Washington

Residing at _____

My commission expires _____

(Business or Entity)

STATE OF WASHINGTON :

SS.

COUNTY OF _____ :

On this ____ day of _____, 20____, personally appeared before me [Tenant Signer Name], to me known to be [Tenant Signer Name], [Tenant Signer Title], a/n [Tenant State] [Tenant Entity Type], the [Tenant Entity Type] that executed the within and foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said [Tenant Entity Type], for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Print Name)

Notary Public in and for the State of Washington

Residing at _____

My commission expires _____

Wisconsin

Title Application (MV-1-WI)

In Medici, the form MV-1-WI, Title Application, is now revised to match the Wisconsin Department of Transportation form with a revision date of 01-18. Specifically, Section C is being updated to Non-Operation, a new checkbox is being added to the Truck and/or Tractor section, and the Special Plates Section will have a new section called GOV Plates with added checkboxes. Finally, numerous revisions to text have been made to match the state form.

Custom Default Data Appendix

VarName is bolded and **VarContent** is listed below it.

User Defined Events of Default for Loan Agreement - Standard Format
<p>default of any liability, obligation, covenant or undertaking of the Borrower, the HypothParty or any guarantor of the Obligations to the [Bank Term], hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower, the HypothParty or any guarantor of the Obligations under any other Loan Document or any other agreement with the [Bank Term][!g-nc-ns-c=" continuing for ^!n Grace Period for Payment Defaults in Days^ days with respect to the payment of money or continuing for ^!n Grace Period for Non-payment Defaults in Days^ days with respect to any other default continuing for ^!n Grace Period for Non-payment Defaults in Days^ days with respect to any default (other than with respect to the payment of money for which there is no grace period)] " Include Grace Periods in Events of Default];</p> <p>failure of the Borrower, the HypothParty or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the [Bank Term][!g-nc-c=" continuing for ^!n Grace Period for Non-payment Defaults in Days^ days continuing for ^!n Grace Period for Non-payment Defaults in Days^ days " Include Grace Periods in Events of Default];</p> <p>default of any material liability, obligation or undertaking of the Borrower, the HypothParty or any guarantor of the Obligations to any other party[!g-nc-c=" continuing for ^!n Grace Period for Non-payment Defaults in Days^ days continuing for ^!n Grace Period for Non-payment Defaults in Days^ days " Include Grace Periods in Events of Default];</p> <p>if any statement, representation or warranty heretofore, now or hereafter made by the Borrower, the HypothParty or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Borrower, the HypothParty or any guarantor of the Obligations shall be determined by the [Bank Term] to have been false or misleading in any material respect when made;</p> <p>if the Borrower, the HypothParty or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver {\field{*\fldinst { IF GoverningLaw = "Louisiana" "(or keeper within the meaning of LRS 9:5136 et. seq.) " "" }}}for its property;</p> <p>the death of the Borrower, the HypothParty or any guarantor of the Obligations and, if the Borrower, the HypothParty or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;</p> <p>the institution by or against the Borrower, the HypothParty or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 et seq. {\field{*\fldinst { IF GoverningLaw = "Delaware" "or the insolvency provisions of Delaware law (8 Del. C. Section 291 et seq) " "" }}}or any other law in which the Borrower, the HypothParty or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Borrower, the HypothParty or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Borrower, the HypothParty or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;</p> <p>{\field{*\fldinst { IF GoverningLaw = "Illinois" "the service upon the [Bank Term] of a garnishment, Citation to Discover Assets or other supplementary proceeding in which the [Bank Term] is named as custodian of property of the Borrower, the HypothParty or any guarantor of the Obligations; " "the service upon the [Bank Term] of a writ in which the [Bank Term] is named as trustee of the Borrower, the HypothParty or any guarantor of the Obligations;" }}}}</p> <p>a judgment or judgments for the payment of money shall be rendered against the Borrower, the HypothParty or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;</p> <p>any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower, the HypothParty or any guarantor of the Obligations;</p> <p>the termination or revocation of any guaranty of the Obligations; or</p> <p>the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower, the HypothParty or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the [Bank Term], in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower, the HypothParty or any guarantor of the Obligations to the [Bank Term] has been or may be impaired.</p>

<p>User Defined Events of Default for Loan Agreement - Short Format</p> <p>{\field{*\fldinst { SEQ DefaultNumber * Arabic\1}}} default of any liability, obligation, covenant or undertaking of the Borrower, the HypothParty or any guarantor of the Obligations to the [Bank Term], hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower, the HypothParty or any guarantor of the Obligations under any other Loan Document or any other agreement with the [Bank Term][!g-nc-ns-c=" continuing for ^!n Grace Period for Payment Defaults in Days^ days with respect to the payment of money or continuing for ^!n Grace Period for Non-payment Defaults in Days^ days with respect to any other default continuing for ^!n Grace Period for Non-payment Defaults in Days^ days with respect to any default (other than with respect to the payment of money for which there is no grace period) " Include Grace Periods in Events of Default]; {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} failure of the Borrower, the HypothParty or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the [Bank Term][!g-nc-c=" continuing for ^!n Grace Period for Non-payment Defaults in Days^ days continuing for ^!n Grace Period for Non-payment Defaults in Days^ days " Include Grace Periods in Events of Default]; {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} default of any material liability, obligation or undertaking of the Borrower, the HypothParty or any guarantor of the Obligations to any other party[!g-nc-c=" continuing for ^!n Grace Period for Non-payment Defaults in Days^ days continuing for ^!n Grace Period for Non-payment Defaults in Days^ days " Include Grace Periods in Events of Default]; {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} if any statement, representation or warranty heretofore, now or hereafter made by the Borrower, the HypothParty or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Borrower, the HypothParty or any guarantor of the Obligations shall be determined by the [Bank Term] to have been false or misleading in any material respect when made; {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} if the Borrower, the HypothParty or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver {\field{*\fldinst { IF GoverningLaw = "Louisiana" "(or keeper within the meaning of LRS 9:5136 et. seq.) " " }}}for its property; {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} the death of the Borrower, the HypothParty or any guarantor of the Obligations and, if the Borrower, the HypothParty or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member; {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} the institution by or against the Borrower, the HypothParty or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 et seq. {\field{*\fldinst { IF GoverningLaw = "Delaware" "or the insolvency provisions of Delaware law (8 Del. C. Section 291 et seq) " " }}}or any other law in which the Borrower, the HypothParty or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Borrower, the HypothParty or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Borrower, the HypothParty or any guarantor of the Obligations of a trust mortgage for the benefit of creditors; {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} {\field{*\fldinst { IF GoverningLaw = "Illinois" "the service upon the [Bank Term] of a garnishment, Citation to Discover Assets or other supplementary proceeding in which the [Bank Term] is named as custodian of property of the Borrower, the HypothParty or any guarantor of the Obligations; " "the service upon the [Bank Term] of a writ in which the [Bank Term] is named as trustee of the Borrower, the HypothParty or any guarantor of the Obligations;" }}} {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} a judgment or judgments for the payment of money shall be rendered against the Borrower, the HypothParty or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower, the HypothParty or any guarantor of the Obligations; {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} the termination or revocation of any guaranty of the Obligations; or {\field{*\fldinst { SEQ DefaultNumber * Arabic\n}}} the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower, the HypothParty or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the [Bank Term], in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower, the HypothParty or any guarantor of the Obligations to the [Bank Term] has been or may be impaired.</p>
<p>User Defined Events of Default for Pledge Agreement - Standard Format</p> <p>default of any liability, obligation, covenant or undertaking of the Pledgor, the HypothParty or any guarantor of the Obligations to the [Bank Term], hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Pledgor, the HypothParty or any guarantor of the Obligations under any other Loan Document or any other agreement with the [Bank Term][!g-nc-ns-c=" continuing for ^!n Grace Period for Payment Defaults in Days^ days with respect to the payment of money or continuing for ^!n Grace Period for Non-payment Defaults in Days^ days with</p>

respect to any other default | | continuing for ^!n Grace Period for Non-payment Defaults in Days^ days with respect to any default (other than with respect to the payment of money for which there is no grace period) | " Include Grace Periods in Events of Default];

failure of the Pledgor, the HypothParty or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the [Bank Term][!g-nc-c=" | continuing for ^!n Grace Period for Non-payment Defaults in Days^ days | | continuing for ^!n Grace Period for Non-payment Defaults in Days^ days | " Include Grace Periods in Events of Default];

default of any material liability, obligation or undertaking of the Pledgor, the HypothParty or any guarantor of the Obligations to any other party[!g-nc-c=" | continuing for ^!n Grace Period for Non-payment Defaults in Days^ days | | continuing for ^!n Grace Period for Non-payment Defaults in Days^ days | " Include Grace Periods in Events of Default];

if any statement, representation or warranty heretofore, now or hereafter made by the Pledgor, the HypothParty or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Pledgor, the HypothParty or any guarantor of the Obligations shall be determined by the [Bank Term] to have been false or misleading in any material respect when made;

if the Pledgor, the HypothParty or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver {\field{*\fldinst { IF GoverningLaw = "Louisiana" "(or keeper within the meaning of LRS 9:5136 et. seq.) " "" }}}for its property;

the death of the Pledgor, the HypothParty or any guarantor of the Obligations and, if the Pledgor, the HypothParty or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;

the institution by or against the Pledgor, the HypothParty or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 et seq. {\field{*\fldinst { IF GoverningLaw = "Delaware" "or the insolvency provisions of Delaware law (8 Del. C. Section 291 et seq) " "" }}}or any other law in which the Pledgor, the HypothParty or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Pledgor, the HypothParty or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Pledgor, the HypothParty or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;

{\field{*\fldinst { IF GoverningLaw = "Illinois" "the service upon the [Bank Term] of a garnishment, Citation to Discover Assets or other supplementary proceeding in which the [Bank Term] is named as custodian of property of the Pledgor, the HypothParty or any guarantor of the Obligations; " "the service upon the [Bank Term] of a writ in which the [Bank Term] is named as trustee of the Pledgor, the HypothParty or any guarantor of the Obligations;" }}}}

a judgment or judgments for the payment of money shall be rendered against the Pledgor, the HypothParty or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;

any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Pledgor, the HypothParty or any guarantor of the Obligations;

the termination or revocation of any guaranty of the Obligations; or

the occurrence of such a change in the condition or affairs (financial or otherwise) of the Pledgor, the HypothParty or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the [Bank Term], in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Pledgor, the HypothParty or any guarantor of the Obligations to the [Bank Term] has been or may be impaired.

User Defined Events of Default for Pledge Agreement - Short Format

{\field{*\fldinst { SEQ DefaultNumber * Arabic\\r1}}}) default of any liability, obligation, covenant or undertaking of the Pledgor, the HypothParty or any guarantor of the Obligations to the [Bank Term], hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Pledgor, the HypothParty or any guarantor of the Obligations under any other Loan Document or any other agreement with the [Bank Term][!g-nc-ns-c=" | continuing for ^!n Grace Period for Payment Defaults in Days^ days with respect to the payment of money or continuing for ^!n Grace Period for Non-payment Defaults in Days^ days with respect to any other default | | continuing for ^!n Grace Period for Non-payment Defaults in Days^ days with respect to any default (other than with respect to the payment of money for which there is no grace period) | " Include Grace Periods in Events of Default]; {\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) failure of the Pledgor, the HypothParty or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the [Bank Term][!g-nc-c=" | continuing for ^!n Grace Period for Non-payment Defaults in Days^ days | | continuing for ^!n Grace Period for Non-payment Defaults in Days^ days | " Include Grace Periods in Events of Default]; {\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) default of any material liability, obligation or undertaking of the Pledgor, the HypothParty or any guarantor of the

Obligations to any other party[!g-nc-c="| continuing for ^!n Grace Period for Non-payment Defaults in Days^ days|| continuing for ^!n Grace Period for Non-payment Defaults in Days^ days|" Include Grace Periods in Events of Default]; ({\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) if any statement, representation or warranty heretofore, now or hereafter made by the Pledgor, the HypothParty or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Pledgor, the HypothParty or any guarantor of the Obligations shall be determined by the [Bank Term] to have been false or misleading in any material respect when made; ({\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) if the Pledgor, the HypothParty or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver {\field{*\fldinst { IF GoverningLaw = "Louisiana" "(or keeper within the meaning of LRS 9:5136 et. seq.) " " }}}for its property; ({\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) the death of the Pledgor, the HypothParty or any guarantor of the Obligations and, if the Pledgor, the HypothParty or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member; ({\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) the institution by or against the Pledgor, the HypothParty or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 et seq. {\field{*\fldinst { IF GoverningLaw = "Delaware" "or the insolvency provisions of Delaware law (8 Del. C. Section 291 et seq) " " }}}or any other law in which the Pledgor, the HypothParty or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Pledgor, the HypothParty or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Pledgor, the HypothParty or any guarantor of the Obligations of a trust mortgage for the benefit of creditors; ({\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) {\field{*\fldinst { IF GoverningLaw = "Illinois" "the service upon the [Bank Term] of a garnishment, Citation to Discover Assets or other supplementary proceeding in which the [Bank Term] is named as custodian of property of the Pledgor, the HypothParty or any guarantor of the Obligations; " "the service upon the [Bank Term] of a writ in which the [Bank Term] is named as trustee of the Pledgor, the HypothParty or any guarantor of the Obligations;" }}} ({\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) a judgment or judgments for the payment of money shall be rendered against the Pledgor, the HypothParty or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; ({\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Pledgor, the HypothParty or any guarantor of the Obligations; ({\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) the termination or revocation of any guaranty of the Obligations; or ({\field{*\fldinst { SEQ DefaultNumber * Arabic\\n}}}) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Pledgor, the HypothParty or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the [Bank Term], in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Pledgor, the HypothParty or any guarantor of the Obligations to the [Bank Term] has been or may be impaired.

Default data value under Transaction Information/General Information/Insurance Evidence and Consent Paragraphs can now toggle between "Bank" and "Lender". For new databases "Insurance Evidence and Consent Paragraphs" default data entry variable has been set to:

&bo;Failure to Provide Evidence of Insurance&bc;. Grantor shall deliver to [Bank Term], on or before the delivery date described above, proof of the required insurance. In the event that Grantor fails to provide evidence of the insurance required hereunder, [Bank Term] may, at its option, secure such insurance. The cost of any such insurance, at the option of [Bank Term], shall be payable on demand or shall be added to the indebtedness as provided in the Loan Documents. [Bank Term] may obtain insurance with different coverage and at higher rates than what Grantor could have obtained and [Bank Term] may obtain such insurance from a company other than the one Grantor would choose.

&bo;Consent&bc;. Grantor consents to [Bank Term] using or disclosing information regarding the Credit Accommodations, the Collateral, or both, for the purpose of securing or replacing the insurance required hereunder.

How to Contact Us

Call

Call Medici Support at (800) 274-2711, extension 1125343. Our support staff is available Monday through Friday, 7 A.M. to 7 P.M. CST. Voice mail operates continually, allowing you to leave us a message after hours and on weekends.

To help us handle your question as quickly as possible, have these items available before you call:

- Customer number
- Version number
- Description of problem

Support Website

Visit our Software Support website for documentation downloads, frequently asked questions, training, or support information at the following location: www.wolterskluwerFS.com/support

This is a central source of product support information where you will also find links to other beneficial industry sites.

E-Mail

Email questions or issues to: medicisupport@wolterskluwer.com

Please include your customer number, contact information, Medici version number, and a description of the problem.

Fax

Fax us at 320-240-4252. Attention: Medici Support

Write

If you prefer, write a letter detailing your question and send it to:

SupportLine
Wolters Kluwer
P.O. Box 1457
St. Cloud, MN 56302-1457