

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7315809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name			Execution Date
USA PELICAN, INC. D/B/A WATER MANAGEMENT TECHNOLOGIES, INC			07/20/2000
RECEIVING PARTY DATA			
Name:	FLORIDA EXPORT FINANCE CORPORATION		
Street Address:	10400 NW 33RD STREET		
Internal Address:	SUITE 200		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33172		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	7517459		
Patent Number:	7947172		
Application Number:	10930688		
Application Number:	12384117		
CORRESPONDENCE DATA			
Fax Number:	(305)372-8202		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	305-372-8282		
Email:	gacosta@sequorlaw.com		
Correspondent Name:	DANIEL M. COYLE		
Address Line 1:	1111 BRICKELL AVE		
Address Line 2:	SUITE 1250		
Address Line 4:	MIAMI, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	55576		
NAME OF SUBMITTER:	DANIEL M. COYLE		
SIGNATURE:	/Daniel M. Coyle/		
DATE SIGNED:	05/05/2022		
This document serves as an Oath/Declaration (37 CFR 1.63).			

PATENT

Total Attachments: 15

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**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

Steve Fancher -- 786-844-0400

B. Email Address

C. SEND ACKNOWLEDGEMENT TO:

Name Steve Fancher

Address 10400 NW 33 Street

Address Suite 200

City/State/Zip Miami, FL 33172

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2019 Feb 11 08:00 AM

***** 201907668851 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME -- INSERT ONLY ONE DEBTOR NAME (1a OR 1b) -- Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME

Water Management Technologies, Inc.

1.b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1.c MAILING ADDRESS Line One

2080 SW Cimarron Ct

This space not available.

MAILING ADDRESS Line Two

CITY

Palm City

STATE

FL

POSTAL CODE

34990

COUNTRY

USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -- INSERT ONLY ONE DEBTOR NAME (2a OR 2b) -- Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME

2.b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2.c MAILING ADDRESS Line One

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MAILING ADDRESS Line Two

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME

Florida Export Finance Corporation

3.b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3.c MAILING ADDRESS Line One

10400 NW 33 St

This space not available.

MAILING ADDRESS Line Two

CITY

Miami

STATE

FL

POSTAL CODE

33172

COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

All equipment, fixtures, inventory and other tangible property of the Debtor, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof; all accounts, account receivables (both foreign and domestic), contracts and general intangibles of the Debtor; all of the Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation; all moneys of the Debtor, all deposit accounts of the Debtor in which such moneys may at any time be on deposit or held, all investments or securities of the Debtor in which such moneys may at any time be invested and all certificates, instruments and documents of the Debtor from time to time representing or evidencing any such moneys; any other property of the Debtor now or hereafter held by the Secured Party or by others for the Secured Party's account; all interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described above, and all instruments delivered to the Secured Party in substitution for or in addition to any such property; all supporting obligations; all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described above; and all proceeds relating to any of the foregoing (including insurance, general intangibles, and other accounts proceeds) wherever situated, now owned by the Debtor or hereafter acquired, together with the proceeds of the above described collateral as security for present and future advances.

5. ALTERNATE DESIGNATION (if applicable)

☐

LESSEE/LESSOR

☐

CONSIGNEE/CONSIGNOR

☐

BAILEE/BAILOR

☐

AG LIEN

☐

NON-UCC FILING

☐

SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX -- YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☐

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☒

Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

PROMISSORY NOTE

Loan No. L-0024

Date: July 20, 2000

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) ("Maker") promises to pay to the order of the FLORIDA EXPORT FINANCE CORPORATION (FEFC) at its office at 5600 Northwest 36th Street, Miami, Florida, which together with any holder hereof is called "Lender", the principal sum of

\$ Eight hundred thousand and 00/100 DOLLARS (\$ 800,000.00) together with interest as follows:

(X) A fixed interest rate of 12.5 Percent per annum (Interest Rate). Past due principal will be charged at the Interest Rate plus an additional 4.0% per annum.

Interest shall be calculated on the basis of a three hundred and sixty (360) day year, but interest shall accrue and be payable for the actual number of days in each month.

At maturity, or while in default, this Note shall bear interest at the highest legal rate per annum allowable by Florida Law. Funds received for payment of this Note will first be applied to the payment of interest accrued on the Note and then to the payment of principal.

Principal is due and payable in a single payment on demand. Accrued interest on outstanding principal during the period the facility is in effect shall be deducted from the proceeds of the assigned Confirmed Irrevocable Letter of Credit (CILE).

The term "indebtedness" as used herein shall mean the indebtedness evidenced by this Note, including principal, interest, expenses, whether contingent, now due or hereafter to become due and whether heretofore or contemporaneously herewith or hereafter contracted. The term "Collateral" as used in this Note shall mean any funds, guaranties, or other property or rights therein of any nature whatsoever or the proceeds thereof which may have been, are, or hereafter may be, hypothecated, directly or indirectly by the undersigned or others, in connection with, or as security for, the indebtedness or any part thereof. The Collateral, and each part thereof, shall secure the indebtedness and each part thereof. The covenants and conditions set forth or referred to in any and all instruments of hypothecation constituting the Collateral are hereby incorporated in this Note as covenants and conditions of the undersigned with the same force and effect as though such covenants and conditions were fully set forth herein.

The indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or upon the filing of a petition by or against the undersigned under the provisions of any State insolvency law or under the provisions of the Bankruptcy Reform Act of 1978, as amended, or upon the making by the undersigned of an assignment for the benefit of its creditors. Holder is authorized to declare all or any part of the indebtedness immediately due and payable upon the happening of any of the following events: (1) Failure to pay any part of the indebtedness when due; (2) nonperformance by the undersigned of any agreement with, or any condition imposed by, the Holder or the FEFC, with respect to the indebtedness; (3) Holder's discovery of the undersigned's failure in any application of the undersigned to Holder or FEFC to disclose any fact deemed by the Holder to be material or of the making therein or in any of the said agreements, or in any affidavit or other documents submitted in connection with said application or the indebtedness, of any misrepresentation by, on behalf of, or for the benefit of the undersigned; (4) the reorganization (other than a reorganization pursuant to any provisions of the Bankruptcy Reform Act of 1978, as amended) or merger or consolidation of the undersigned (or the making of any agreement therefor) without the prior written consent of Holder; (5) the undersigned's failure duly to account, to Holder's satisfaction, at such time or times as Holder may require, for any of the Collateral, or proceeds thereof, coming into the control of the undersigned; or (6) the institution of any suit affecting the undersigned deemed by Holder to affect adversely its interest hereunder in the Collateral or otherwise. Holder's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

Upon the nonpayment of the indebtedness, or any part thereof, when due, whether by acceleration or otherwise, Holder is empowered to sell, assign, and deliver the whole or any part of the Collateral at public or private sale, without demand, advertisement or notice of the time or place of sale or of any adjournment thereof, which are hereby expressly waived. After deducting all expenses incidental to or arising from such sale or sales, Holder may apply the residue of the proceeds thereof to the payment of the indebtedness, as it shall deem proper, returning the excess, if any, to the undersigned. The undersigned hereby waives all rights of redemption or appraisalment whether before or after sale.

Initial 

Holder is further empowered to collect or cause to be collected or otherwise to be converted into money all or part of the Collateral, by suit or otherwise, and to surrender, compromise, release, renew, extend, exchange or substitute any item of the Collateral in transactions with the undersigned or any third party, irrespective of any assignment thereof by the undersigned, and without prior notice to or consent of the undersigned or any assignee. Whenever any item of the Collateral shall not be paid when due, or otherwise shall be in default, whether or not the indebtedness, or any part thereof, has become due, Holder shall have the same rights and powers with respect to such item of the Collateral as are granted in this paragraph in case of nonpayment of the indebtedness, or any part thereof, when due. None of the rights, remedies, privileges, or powers of Holder expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other right, remedy, privilege, and power now or hereafter existing in favor of Holder, whether at law or equity, by statute or otherwise.

The undersigned agrees to take all necessary steps to administer, supervise, preserve, and protect the Collateral; and regardless of any action taken by Holder, there shall be no duty upon Holder in this respect. The undersigned shall pay all expenses of any nature, whether incurred in or out of court, and whether incurred before or after this Note shall become due at its maturity date or otherwise, including but not limited to reasonable attorney's fees and costs, which Holder may deem necessary or proper in connection with the satisfaction of the indebtedness or the administration, supervision, preservation, protection of (including but not limited to, the maintenance of adequate insurance) or the realization upon the Collateral. Holder is authorized to pay at any time and from time to time any or all of such expenses, add the amount of such payment to the amount of the indebtedness, and charge interest thereon at the rate specified herein with respect to the principal amount of this Note.


The security rights of Holder and its assigns hereunder shall not be impaired by Holder's sale, hypothecation, or rehypothecation of any note of the undersigned or any item of the Collateral, or by any indulgence, including but not limited to: (a) any renewal, extension, or modification which Holder may grant with respect to the indebtedness or any part thereof, or (b) any surrender, compromise, release, renewal, extension, exchange, or substitution which Holder may grant in respect of the Collateral, or (c) any indulgence granted in respect of any endorser, guarantor, or surety. The purchaser, assignee, transferee, or pledgee of this Note, the Collateral, and guaranty, and any other document (or any of them), sold, assigned, transferred, pledged, or repledged, shall forthwith become vested with and entitled to exercise all the powers and rights given by this Note and all applications of the undersigned to Holder or FEPC, as if said purchaser, assignee, transferee, or pledgee were originally named as Payee in this Note and in said application or applications.

No delay or omission on the part of the Holder in exercising any right hereof shall operate as a waiver of such right under this Note. Presentment, demand, protest, notice of dishonor and all other notices are hereby waived by the undersigned. This Note shall be construed and enforced according to the laws of the State of Florida and the parties agree that any litigation by either party with respect to this Note shall take place and be litigated in Dade County, Florida. Any notice to Maker shall be sufficiently served for all purposes if placed in the mail, postage paid, addressed to or left upon the premises at the address shown or any other address shown on the Lender's records.

The undersigned hereby knowingly, voluntarily and intentionally waives any and all right the undersigned may have to a trial by jury in respect to any litigation including, but not limited to, any claims, cross-claims, or third party claims, arising out of, under or in connection with this Note. The undersigned hereby certifies that no representative or agent of the Lender, nor the Lender's counsel has represented, expressly or otherwise, that the Lender would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision. The undersigned acknowledges that the Lender has been induced to enter into the loan or loans which this Note applies, by, inter alia, the provision of this paragraph.

FOR AND ON BEHALF OF U. S. A. PELICAN, INC. dba WATER MANAGEMENT TECHNOLOGIES

(Maker)

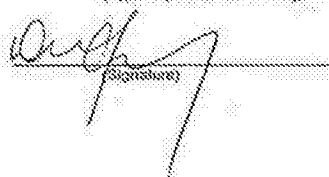
by 

President
(Title)

Jacques Des Aulniers
(Type or print name)

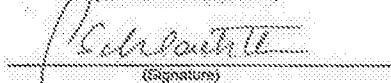
July 20, 2000
(Date)

Daniel M. Pacey
(Type or print witness name)



(Signature)

Paul J. Schlachter
(Type or print witness name)



(Signature)

TERM PROMISSORY NOTE AMENDED & RESTATED

FOR VALUE RECEIVED, U.S.A. Pelican Inc. d/b/a Water Management Technologies, Ft. Lauderdale, jointly and severally, if more than one, with an address at 1510 S.W. 13th St., Fort Lauderdale, FL 33312 hereinafter, without regard to number, called "Borrower", promise(s) to pay to the order of AMTRADE INTERNATIONAL BANK OF GEORGIA with offices at 777 Brickell Avenue, Penthouse Suite, Miami, Florida 33131, together with its Successors and/or Assigns hereinafter called the "Bank", the principal amount of Four Hundred Seventy Five Thousand and 00/100 United States Dollars (U.S.\$475,000.00) ("Principal") together with interest on the unpaid balance of such Principal at the rate of interest described below (the "Interest Rate") until full and final payment of all sums, whether of Principal and/or Interest and full satisfaction of all obligations due and owing to the Bank.

Interest on the unpaid Principal balance hereof shall accrue at an annual effective rate of simple interest (computed on the basis of actual days elapsed in a 360-day year) equal to Amtrade Prime + 1.5% percent.

If the Interest Rate stated above is stated in terms of or with reference to "PRIME", "PRIME RATE", or "P" (the "Prime Rate") such terms shall mean the rate stated by Bank from time to time as being its prime rate, and the interest rate charged hereunder will change as of the opening business on each day the Prime Rate changes. The Prime Rate may not be lowest rate charged by the Bank.

As of the date hereof the PRIME RATE per annum, and, therefore, the effective rate of simple interest hereunder is TEN & FIFTY HUNDREDTH percent (10.50%) per annum. After the date hereof the effective rate of simple interest will fluctuate as set forth herein.

Principal and accrued interest shall be due and payable in full on or before maturity date April 17, 2000.

I. PREPAYMENT:

Provided that none of the terms, conditions, covenants, warranties and agreements of this Note or other instruments delivered of even date herewith by Borrower to Bank or any other documents relating to any of the Obligations (the "Loan Documents") shall be in default, Borrower shall have the right, at any time and from time to time, to prepay the unpaid principal evidenced by this Note in whole or in part without premium or penalty but with accrued interest to the date of such prepayment on any amount prepaid. Any such prepayment shall be applied first to the accrued interest with the balance, if any, to be applied to the then outstanding installments of Principal, if applicable, in the reverse order of their maturity.

II. COLLATERAL:

As security for the timely payment of this Note and performance of all obligations herein set forth or contained in any of the other Loan Documents, and any renewals, extensions or modifications of the same and any other liabilities (whether primary, secondary, direct, contingent, sole, joint or several) of the Borrower to the Bank whether now existing or hereafter created, however and whenever created (collectively the "Obligations"), Borrower hereby pledges, assigns, conveys and grants to the Bank a Security interest, a Guarantee extended by Florida Export Finance Corp. issued to Amtrade International Bank for us\$475,000.00, a Performance Bond assigned to Amtrade International Bank for us\$40,000.00, and a Letter of Credit no. M06BZ91oGS58295K issued by Korea Exchange Bank and assigned to Amtrade International Bank for the full amount of us\$549,000.00, and insured by Ex-Im Bank of U.S. for the commercial risk, also includes a continued 1st priority lien on the following: the vessel, equipment, accounts receivables, any fixtures, factories and real estate

and any other assets pledged or hypothecated to serve as collateral, together with a security interest in and right of set off against, any and all balances, credits, deposits, accounts, items and monies of Borrower now or hereafter with Bank, and any and all other property of the Borrower, of every kind or description, now or hereafter in the possession or control of Bank, for any reason, including, but not limited to all bonds, stocks and other dividends and distribution on, proceeds, or other rights in connection with any property herein above referred to (the "Collateral"). The surrender of this Note, upon payment or otherwise, shall not affect the right of Bank to retain the Collateral for and in respect of other liabilities of Borrower to Bank. This Note is also secured by all collateral covered by any security agreements, pledge or hypothecation agreement, mortgage or deed of trust which by their respective terms cover this Note. If at any time the Collateral shall become unsatisfactory to Bank, Borrower will immediately furnish such additional Collateral or make such payment in reduction of Principal as will be satisfactory to Bank, in Bank's sole discretion.

11. GENERAL TERMS

1. The occurrence of one or more of the following events, circumstances or conditions shall constitute a default hereunder (each an "Event of Default"): (a) failure of the Borrower or any Obligor (which term shall mean and include Borrower and/or each maker, endorser, surety and guarantor of this Note and the obligations evidenced hereby) to pay to the Bank, promptly when the same shall become due (whether at scheduled maturity, upon acceleration or otherwise) any portion of the Obligations including, but not limited to, any installment of Principal or of interest due under this Note or any other instrument evidencing or securing the Obligations or any fees due and owing to the Bank under or in connection with the terms of this Note or any other of the Loan Documents; (b) the occurrence of any default or an Event of Default under the Loan Documents between Bank and Borrower or between Bank and any Obligor(s); (c) the occurrence of any default or Event of Default under any other agreement, loan or credit facility entered into between Bank and Borrower or between Bank and any Obligor(s); (d) failure of Borrower and/or any Obligor(s) to perform any agreement, term, covenant or provision hereunder; (e) the death of Borrower or any Obligor(s); (f) the filing of any petition under the Bankruptcy Code or any similar federal, state or foreign statutes or legislation, by Borrower or any Obligor(s) or the filing of an involuntary petition by any individual or entity against any Obligor pursuant to the Bankruptcy Code or any similar federal, state or foreign statutes or legislation, which such petition is not dismissed within (30) days of the date of filing thereof; (g) the making of an application for the appointment of a receiver for any Obligor which is not dismissed within thirty (30) days following filing; (h) the making of a general assignment for the benefit of creditors by, or the insolvency of any Obligor; (i) the entry of judgment by any federal, state, municipal or foreign court, tribunal or administrative agency, which is not vacated or bonded within thirty (30) days following the entry or issuance thereof; (j) the issuance of any writ of attachment or writ of garnishment against any Obligor which is not vacated within thirty (30) days following issuance; (k) the dissolution, merger, consolidation or reorganization of any Obligor without the prior written consent of the Bank; (l) the determination by Bank, in Bank's sole discretion, that a material adverse change has occurred in the financial condition, affairs, prospects or profitability of any Obligor which is not cured or corrected to the full satisfaction of Bank within fifteen (15) days following notice by the Bank; (m) the filing of any lien, encumbrance or security interest against any of the property of any Obligor without the prior written consent of Bank; (n) the assignment by Borrower of any equity interest in or the impairment of, in Bank's sole discretion, of any of the Collateral; (o) the failure of any Obligor to allow Bank to inspect the books and records of such Obligor; (p) any representation or warranty made by Borrower or any Obligor(s) in connection with any loan by or other transaction with Bank or any other lender, lessor or other creditor, is or proves to have been false when made; (q) Borrower or any Obligor(s) shall omit or fail to state any material fact in any loan application or other transaction between Bank and Borrower or between Bank and any such Obligor(s); (r) the occurrence of any other fact, event or circumstance which, in the reasonable but sole opinion of the Bank, increases its risk which fact, event or circumstance is not cured or corrected within fifteen (15) days of notice thereof by the Bank.

2. Upon or at any time after the occurrence of any event of Default, the

indebtedness evidenced by this Note and/or any note(s) or other Obligation(s) which may be taken in renewal, extension, substitution or modification of all or any part of the indebtedness evidenced hereby or thereby and all other Obligations of the Borrower to the Bank, however created and existing, under this Note, the Loan Documents or otherwise shall at the option of Bank, accelerate and immediately become due and payable, without demand upon or notice to the Borrower or any other Obligor(s), and Bank shall be entitled to exercise any of the other remedies set forth herein and in the other Loan Documents or as otherwise provided by law.

Any delay or failure by the Bank to exercise any remedy hereunder or any forbearance by Bank in the exercise or partial exercise of any remedy hereunder shall not be deemed to constitute a waiver of any such remedy nor to preclude Bank from any further exercise of any such remedy or any other remedy provided hereunder or by law. Bank shall not be required to and shall have no responsibility whatsoever for the collection or protection of any property securing this Note. Borrower and other Obligor(s), if any, agree and consent that Bank may, without notice, from time to time, in Bank's sole and absolute discretion, extend the time for payment of this Note or any part hereof, waive its rights with respect to any property or indebtedness, and release any guarantor from liability without releasing any other guarantor or Obligor(s) from liability to Bank.

3. Upon the occurrence and during the continuance of any Event of Default, the Bank is authorized, without notice to or demand upon the Borrower (the giving of notice or demand being expressly waived by the Borrower) to set off and apply any indebtedness owing by the Bank to the Borrower against the indebtedness evidenced by this Note, although then contingent or unmatured. The Bank agrees to notify the Borrower after any such setoff and application; provided, however, that the failure to give such notice shall not affect the validity of such setoff and application; and the Bank shall be deemed to have exercised such right of setoff and to have made a charge against any such money immediately upon the occurrence of such Event of Default even though such setoff, application and charge is made or entered on the books of the Bank subsequent thereto. The rights of the Bank under this Paragraph 3 are in addition to any other rights and remedies which the Bank may have.

4. The Bank may transfer this Note and deliver to the transferee(s) all or any of the property then held by the Bank as security or collateral for the indebtedness evidenced by this Note, and the transferee(s) shall thereupon become vested with all the rights and powers herein given to the Bank with respect thereto; and, the Bank shall thereafter be forever relieved and fully discharged from any liability or responsibility to Borrower and/or any Obligor, but shall retain all rights and powers hereby conferred with respect to any property not so transferred.

5. Each Obligor hereby expressly consents to any and all extensions and renewals, in whole or in part and all delays in time of payment or other performance which the Bank may grant or permit at any time and from time to time without limitation, and without notice to or further consent of any Obligor(s). The Obligor(s) hereby waive presentment for payment, demand, notice of demand, notice of non-payment or dishonor, protest and notice of protest, notice of renewal, modification or extension of time and all other notices except as otherwise specified in this Note and the full benefit of any valuation, stay, Homestead Exemption, moratorium or similar law, regulation or restriction on enforcement hereof and/or any and all requirements necessary to hold each of them liable as makers, sureties, guarantors and endorsers and agree that: (a) any indebtedness evidenced by this note may, from time to time, in whole or in part, be exchanged or released, and any person liable on or with respect to this Note may be released all without notice to or further reservations or rights against the Borrower, or any Obligor(s) and all without in any way affecting or releasing the liability of the Borrower or any Obligor(s); and (b) none of the terms or provisions hereof may be waived, altered, modified or amended without the written consent of the Bank. Any waiver of any provision hereof shall be effective only in the specific instance and for the specific purpose for which such waiver is granted. The Borrower (s), Guarantor(s) and any other obligor(s), jointly and severally, warrants to the Bank that all actions and approvals required for the execution and delivery hereof as a legal, valid and binding obligation of the undersigned, enforceable in accordance with the terms hereof, have been duly taken and obtained.

6. The Borrower, Guarantor and any other obligor(s) agree, jointly and severally,

to pay all out-of-pocket costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Bank in the collection of the indebtedness evidenced by this Note and any modification hereof, or in enforcing or protecting any of the rights, powers, remedies and privileges of the Bank hereunder or under any of the Loan Documents. As used in this Note, the term "attorneys' fees" shall include all reasonable charges and expenses for legal services rendered to or on behalf of the Bank in connection with the collection of the indebtedness evidenced by this Note and/or any modification hereof, or in the enforcement or protection of any of Bank's rights, remedies, powers or privileges at any time, whether prior to the commencement of judicial proceedings an/or thereafter at the trial any/or appellate level and/or in pre and post judgment or bankruptcy, administrative, regulatory or investigative proceedings.

7. Both principal and interest evidenced by this Note shall be payable in lawful currency of the United States of America to the lender at 777 Brickell Avenue,, Penthouse, Suite 1300, Miami, Florida 33131, or at such other place designated by Bank, from time to time, in writing, in immediately available (same day) funds without deduction for or on account of any present or future taxes, duties or other charges levied or imposed on this Note, the proceeds hereof, or on the Borrower or holder hereof by any government, or any instrumentality, authority or political subdivision thereof and without any other setoff or deduction whatsoever. The Borrower agrees, upon the request of Lender, to immediately pay all such taxes (other than taxes on income of the holder hereof), duties and other charges, in full, in addition to the principal and interest evidenced by this Note.

8. If a judgment or order is rendered by any arbitration panel, court or tribunal, domestic or foreign, for the payment of any amounts due and owing to Bank under this Note or under any of the Loan Documents, and such judgment or order is expressed in currency (the "Judgment Currency") other than United States dollars, the Borrower shall indemnify and hold Lender harmless against any deficiency in terms of United States dollars arising or resulting from any variation as between (a) the rate of exchange at which United States dollars are converted into the Judgment Currency for the purposes of such judgment or order, and (b) the rate of exchange at which Bank is able to purchase United States dollars with the amount of the Judgment Currency actually received by Bank. This indemnity constitutes a separate and independent obligation of the Borrower from its other obligations hereunder and applies irrespective of any indulgence granted by Bank. No proof of any actual loss shall be required by the Bank. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into the relevant currency. The obligation of Borrower in respect of any sum due from it to Bank under this Agreement shall, notwithstanding any judgment in a currency other than United States dollars, be discharged only to the extent that on the business day following receipt by Bank of any sum adjudged to be so due in such other currency Bank may, in accordance with normal business procedures, purchase United States dollars with such other currency. If Bank cannot purchase United States dollars or the United States dollars so purchased are less than the sum due to Bank in United States dollars, Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Bank against such loss. If the United States dollars purchased exceed the sum due to Bank hereunder and under the other Loan Documents in United States dollars, Bank agrees to remit to Borrower such excess. This provision shall expressly survive any termination or release of this Note or other Loan Documents.

9. All payments under this Note shall be made free and clear of, and without deduction for, any Taxes, as defined below. If Borrower shall be required to deduct any Taxes in respect to any sum payable under this Note, then either (a) Borrower shall pay such Taxes to the relevant authority, in addition to the required payment to the Bank, or (b) if the Bank is required to pay said Taxes, the sum payable by Borrower to Bank shall be increased by the amount of all such Taxes such that Bank shall receive and retain, on an after tax basis, an amount equal to the sum the Bank would have received had Taxes not been imposed. Borrower shall pay to the Bank, on demand, and shall indemnify and hold Bank harmless from any Taxes paid by the Bank and any liability or expenses (including penalties, interest and attorneys' fees) with respect thereto. For purposes hereof the term "Taxes" shall include all present or future taxes, levies, imposts, deductions, charges and withholdings, and

all penalties, interest and/or other government charges with respect thereto, excluding taxes imposed on the net income of the Bank by the United States or any of its political subdivisions. The Bank's determination as to any amount owing under this paragraph shall be conclusive evidence of the obligation, absent manifest error. This provision shall expressly survive the termination or release of this Note or other Loan Documents.

10. If, in connection with the Loan(s) contemplated by this Note and/or the Bank's funding of such transaction(s), the Bank is required to pay any Regulatory Cost, as defined below, to be in compliance with any law or any regulation, order, guideline, interpretation or request (whether or not having the force of law) issued subsequent to the date hereof, by any central bank, monetary authority or governmental authority, Borrower shall pay to the Bank on demand and shall indemnify and hold Bank harmless all such Regulatory Costs. For purposes hereof, the term "Regulatory Cost(s)" shall include: (a) any reserves or special deposits maintained for or with, or pledges to or assessments, insurance premiums or special charges paid to any central bank, monetary authority or governmental authority, (b) any capital, capital equivalency ledger account, ratio of assets to liabilities, or any other capital substitute, or (c) any other costs imposed by any central bank, monetary authority or governmental authority. The Bank's determination as to any amount owing under this paragraph shall be conclusive evidence of the obligation, absent manifest error. This provision shall expressly survive any termination or release of this Note or other Loan Documents.

11. Nothing contained in this Note or any other agreement between the parties hereto shall be deemed to establish or require the payment of a rate of interest in excess of the rate that may be legally charged on loans or extensions of credit made by any bank and/or Bank or creditor under the laws (whether or not codified) of the State of Florida or of the United States, whichever is applicable and higher as such rate now exists or may hereafter be increased or the ceiling, if any, on the legal rate of interest eliminated, by legislation or otherwise ("Maximum Rate"). In the event that the rate of interest so contracted should exceed the Maximum Rate, whether as a result of its fluctuation, acceleration of the maturity hereof or otherwise, the rate of interest to be paid hereunder shall be automatically reduced to the Maximum Rate and so much of any interest reserved, charged or taken as would cause the same to exceed the Maximum Rate shall be deemed not to be a credit against interest but rather a prepayment on account of and be automatically credited against outstanding principal evidenced hereby regardless of how the same may appear on the Bank's or Borrower's books or records; provided, however, no such application shall operate to cure or as a waiver of any Event of Default occasioning acceleration.

12. In addition to any other remedies available to Bank, subsequent to the occurrence of an Event of Default and subject to the provisions of Paragraph 11 hereof, to the extent permitted by law, interest on the outstanding principal balance hereof shall accrue at an annual effective rate of simple interest (computed on the basis of actual days elapsed in a 360-day year) equal to two percent (2%) in excess of the otherwise applicable Interest Rate.

13. Any default hereunder shall constitute a default under all of the obligations between Borrower and Bank and shall entitle Bank to exercise all the rights and remedies the loan or credit documentation governing any such obligations, including specifically, but without limitation, the right of acceleration and foreclosure of all property given, pledged, hypothecated, mortgaged or otherwise collateralized to the Bank.

14. Time is of the essence in the payment and performance of this Promissory Note. Whenever, however, a payment hereunder becomes due on a date that is not a business day for Bank, the due date for such payment shall be extended to the next succeeding day on which Bank is open for business, and interest applicable to such amount shall accrue during any such extension and shall be due and payable on such next succeeding business day for the Bank.

15. Any notice herein required or permitted to be given or service of process in any Suit, action or other proceeding to enforce this Note or any of the other Loan Documents shall be made to Borrower by personal delivery at or by mail addressed to Borrower at the address set forth on page one hereof or as specified on Bank's records, and shall be deemed to have

given when so delivered or mailed, properly addressed.

16. Borrower and any other Obligor(s), if any, agree that this Note shall be deemed to have been made under and shall be governed by the laws of the State of Florida, without giving effect to the choice of law provisions thereof, in all respects (except as to interest rates which are or may be preempted by the federal laws of the United States), including matters of construction, validity and performance and further consent that jurisdiction and venue in respect of any dispute arising out of or otherwise in connection with this Note shall be in Dade County, Florida and waives any and all objections thereto.

17. If any provision of this Note shall be deemed unenforceable under applicable law, such provision shall be ineffective but only to the extent of such unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Note. All of the terms and provisions of this Note shall be applicable to and be jointly and severally binding upon each and every Borrower and other Obligor(s), all other persons who are or may become liable for the payment hereof and their respective heirs, personal representatives, successors and/or assigns.

18. BANK AND BORROWER AND OTHER OBLIGOR(S) HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR OTHERWISE IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK EXTENDING CREDIT TO BORROWER. BORROWER AND OTHER OBLIGOR(S) FURTHER CERTIFY THAT NO REPRESENTATIVE OR AGENT OF THE BANK NOR THE BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL.

IN WITNESS WHEREOF, the undersigned has/have executed this Note on this 5th day of April, 2000.

Signature of Limited Liability
Company Maker

Signature of Partnership
Maker

Signature of Individual
Maker(s)

USA PELICAN, INC.
D/B/A Water Management Technologies

Name:

Name:

By: 

Name:

Title:

Attest: 

Name:

Name:

Name:

Title:

Name:

Name:

PAYMENT GUARANTEED:

Date: _____ (seal)

Date: _____ (seal)

Date: _____ (seal)

SECURITY AGREEMENT

November 19

19 99

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby

acknowledged, U.S.A. Pelican d/b/a WMT ("Debtor"), does hereby convey and grant a security interest in the following terms to Amtrade International Bank of Georgia or Amtrade International Bank of Florida ("Bank").

1. **Grant of Security Interest.** Debtor hereby conveys and grants to Bank security title to and a security interest in the following property (as designated by Debtor's initials in the box(es) below):

☒ 1.1. **Equipment.** All equipment, machinery, motor vehicles, furniture and fixtures now owned or hereafter acquired by Debtor and wherever located, including, but not limited to, any property described in an exhibit attached hereto and incorporated herein by this reference, together with all replacements thereof and all accessories and parts now or hereafter affixed thereto or used in connection therewith and all products or proceeds thereof (the "Equipment").

☒ 1.2. **Inventory.** All goods held by Debtor for sale or lease or furnished or to be furnished by Debtor under any contract of service or held now or hereafter by Debtor as raw materials or work in process or as materials to be used or consumed in a business of every nature and type whether now or hereafter existing or acquired and wherever located, together with all products and proceeds thereof (the "Inventory").

☒ 1.3. **Accounts, Documents, Contract Rights, Chattel Paper, Instruments.** All accounts, documents and contract rights of Debtor, whether now or hereafter existing or acquired; all chattel paper and instruments, whether now or hereafter existing or acquired, evidencing any obligation to Debtor for payment for goods sold or leased or services rendered; all general intangibles of Debtor, whether now existing or hereafter arising; all interest of Debtor in any goods, including but not limited to returned goods, the sale or lease of which shall have given rise to any of the foregoing; and all proceeds of any of the foregoing including, without limitation, all insurance proceeds payable with respect to the Equipment and the Inventory (the "Accounts, Documents, Contract Rights, Chattel Paper and Instruments").

1.4. **Collateral Defined.** All of the above property designated by Debtor is herein sometimes collectively called the "Collateral".

2. **Liabilities Secured.** The security interest granted hereby secures all liabilities of Debtor to Bank, however created, arising or evidenced, whether direct or indirect, absolute or contingent, whether through assignment from third persons, joint or several, primary or secondary, now or hereafter existing, or due or to become due, including, without limitation, all expenses and attorney's fees incurred by Bank in seeking to enforce any rights under the Collateral or any of the Liabilities and to enforce any rights hereunder collectively the "Liabilities".

3. **Debtor's Right to Use Collateral, Until Default** (as hereinafter defined; hereunder, Debtor):

3.1. **Use of Inventory.** May in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the inventory normally held by Debtor for such purpose and use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by Debtor for such purpose.

3.2. **Use of Accounts, Documents, Contract Rights, Chattel Paper and Instruments.** At its own expense, will endeavor to collect, as and when due, all amounts due with respect to any of the Accounts, Documents, Contract Rights, Chattel Paper and Instruments, including but not limited to the taking of such action with respect to such collection as Bank may request, or, in the absence of such request, as Debtor may deem advisable; and, in the ordinary course of business may grant to any party obligated on any of the Accounts, Documents, Contract Rights, Chattel Paper and Instruments any rebate, refund or adjustment to which such party may be lawfully entitled; and, in connection therewith, may accept the return of goods the sale or lease of which shall have given rise to such Accounts, Documents, Contract Rights, Chattel Paper and Instruments.

3.3. **Use of Equipment.** May use and will repair and maintain the Equipment in the ordinary course of its business.

4. **Direct Collection by Bank.** Bank may, at any time, whether prior to or after Default hereunder, and at Debtor's expense, notify or direct Debtor to notify (which notification Debtor agrees promptly to undertake) any parties obligated on any of the Accounts, Documents, Contract Rights, Chattel Paper or Instruments to make payment directly to Bank of any amounts due, or to become due hereunder and Bank may enforce collection of any of the Accounts, Documents, Contract Rights, Chattel Paper and Instruments by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise, extend, or renew the same for any period. All monies so received by Bank, at Bank's sole discretion, may be either (a) applied by Bank directly toward payment of all or any part of the Liabilities, whether or not then due, in such order of application as Bank may determine, or (b) deposited to the credit of Debtor with Bank as security for payment of the Liabilities and Bank may, from time to time, in its sole discretion, (i) apply all or any part of the collected funds in said deposit account toward payment of all or any part of the Liabilities, whether or not then due, in such order of application as Bank may determine, or (ii) permit Debtor to use all or any part of the funds on deposit in said account in the normal course of Debtor's business.

5. **Remittance to Bank.** After notice from Bank, Debtor will forthwith, upon receipt, transmit and deliver to Bank, at the address indicated by Bank, in the form received, all cash, checks, drafts, items, chattel paper and other instruments or writings for the payment of money (properly endorsed, when required, so that such items may be collected by Bank) which may be received by Debtor at any time in full or partial payment or otherwise as proceeds of any of the Collateral. After notice from Bank to remit proceeds from Collateral, Debtor will not commingle any such proceeds with any other of its funds or property, but will hold them separate and apart from its own funds or property and upon express trust for Bank until delivery is made to Bank. Debtor hereby irrevocably

appoints Bank its attorney-in-fact to endorse, in the name of Debtor, any item representing any payment on or proceeds of any of the Collateral and to deposit or otherwise collect the same, to receive, open and dispose of all mail addressed to Debtor pertaining to the Collateral, to notify the U.S. postal authorities to change the address and delivery of mail addressed to Debtor to such address as Bank may designate, to sign Debtor's name on any bill of lading reflecting the Collateral, to send verifications of any of the Collateral to any parties obligated thereon, to execute in Debtor's name any affidavits and any notices with regard to any and all lien rights, and to do all other acts and things necessary to carry out this Agreement. This power of attorney, being coupled with an interest, is irrevocable so long as Debtor owes any Liabilities. Bank shall not be liable for any omissions or negligent acts while acting as attorney-in-fact hereunder.

6. **Warranties.** Debtor hereby represents, warrants and covenants that:

6.1. **No Financing Statements.** No financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance against any of the Collateral is in existence or on file in any public office except those expressly permitted herein.

6.2. **Good Title.** Debtor is and will be the lawful owner of all Collateral, free of all liens and claims whatsoever, except the security interest granted hereby, and Debtor has good right to subject the same to the security interest granted hereby.

6.3. **Correctness of Information.** All information now or hereafter furnished by Debtor to Bank relating in any way to the Collateral is and will be true and correct as of the date furnished.

6.4. **Location of Business and Collateral.** Debtor's principal place of business and chief executive office are located at the address shown directly below Debtor's signature hereto, and all Collateral is now and will be located at said address or at such other address as may be indicated below.

6.5. **No Prior Names or Locations.** Debtor has not, at any time during the preceding five years, been known as or used (directly or through any predecessor or affiliate) any other corporate or fictitious name or had its chief executive office or principal place of business at an address other than that listed as its chief executive office in this Agreement.

7. **Agreements of Debtor.** Debtor hereby agrees that:

7.1. **Additional Assignments.** It will from time to time, in form and content and by procedures satisfactory to Bank, make such additional assignments and transfers as requested by Bank of any or all the Accounts, Documents, Contract Rights, Chattel Paper and Instruments.

7.2. **Perfection of Security Interest.** Upon request of Bank, it will execute such financing statements and other documents, pay the cost of filing or recording the same in all public offices deemed necessary or appropriate by Bank, and do such other acts and things, all as Bank may from time to time request, to establish and maintain a valid security interest in all the Collateral, free of all other liens and claims except those expressly permitted or granted hereby.

7.3. **Location of Equipment and Inventory.** Unless Bank shall otherwise consent in writing, it will keep all Equipment and Inventory at the location specified in this Agreement.

7.4. **Books and Records.** It will keep at the address shown directly below Debtor's signature hereto all its books and records concerning all of the Collateral, which books and records will be of such character as will enable Bank or its designees to determine at any time the status thereof, and, unless Bank shall otherwise consent in writing, Debtor will not duplicate any such books or records at any other address.

7.5. **Furnishing of Information.** It will furnish Bank such information concerning Debtor, the Collateral and any obligors on any Accounts, Documents, Contract Rights, Chattel Paper and Instruments as Bank may from time to time request.

7.6. **Inspection.** It will permit Bank and its designees, from time to time, to inspect the Collateral, and to inspect, audit and make copies of and extracts from books, records and all other papers in possession of Debtor pertaining to the Collateral and any obligors on any of the Accounts, Documents, Contract Rights, Chattel Paper and Instruments; and, upon request of Bank, will deliver to Bank all such books, records and papers and furnish duly verified copies or summaries thereof in form and content satisfactory to Bank.

7.7. **Notation on Records.** Upon the request of Bank, it will stamp on its records concerning the Collateral or on the Collateral a notation in form and content satisfactory to Bank of the security interest of Bank hereunder.

7.8. **Transfers and Encumbrances.** Except for the sale or lease of inventory in the ordinary course of its business, it will not sell, lease, pledge, give mortgage, assign or create or permit to exist any lien or, or security interest in, any Collateral to or in favor of any party other than Bank, except as expressly provided herein.

7.9. **Insurance.** It will at all times keep all Collateral insured against loss, damage, theft and other risks in such amounts, with such companies, under such policies, and in such form as shall be satisfactory to Bank, which policies shall contain standard lenders loss payable clauses in favor of Bank under which all losses thereunder shall first be paid to Bank as its interest may appear, then to Debtor. Debtor hereby assigns to Bank any return or unearned premiums which may be due upon cancellation of any policies insuring the Collateral and directs the insurers to pay Bank any amounts so due. Debtor hereby irrevocably appoints Bank its attorney-in-fact to endorse any draft or check which may be payable to Debtor in order to collect such return or unearned premiums or the proceeds of such insurance. Bank may apply any proceeds of such insurance which may be received by it toward payment of any Liabilities, whether or not due, in such order of application as Bank shall determine. If Bank so requests, the originals or true copies of such policies or certificates thereof shall be deposited with Bank.

7.10. **Collection Expenses.** It will pay Bank (fifteen percent (15%)) of outstanding Liabilities as attorney's fees if the Liabilities are collected by or through an attorney, and will reimburse Bank for all other expenses incurred by Bank in seeking to collect or enforce any rights under the Collateral or any of the Liabilities and to enforce any rights hereunder.

7.11. **Corporate Reorganization or Change of Location or Name.** Debtor will give prior written notice to Bank before effecting (i) any change in the principal place of business or chief executive office of Debtor;

(ii) any change in the name of Debtor; (iii) any merger, consolidation, or other business reorganization; or (iv) any change in the location of any of the Collateral.

7.12. Maintenance of Collateral. Debtor will at all times keep the Collateral in first class order and repair, normal wear and tear excepted. The Collateral is and shall be maintained as personal property and shall not, by reason of connection to any realty, either become or be deemed to be fixtures or appurtenant to such realty, and shall at all times be severable therefrom without material damage to the realty.

7.13. Compliance. Debtor will comply with all applicable statutes and governmental regulations and pay when due all taxes, assessments, fees and charges of any kind levied upon or assessed against Debtor, any of its property or any income therefrom.

8. Performance of Debtor's Obligations by Bank. At its option, if Debtor is in default hereunder, Bank may from time to time perform any agreement of Debtor hereunder which Debtor shall fail to perform and take any other action which Bank deems necessary for the maintenance or preservation of any of the Collateral or Bank's interest therein, and Debtor agrees forthwith to reimburse Bank for all expenses incurred in connection with the foregoing, together with interest thereon at the rate of Prime Rate plus 10% per annum, or at the highest rate permitted by law, whichever is less, from the date incurred until the date of reimbursement. The rate stated by Bank from time to time as being its Prime Rate, and the interest rate charged hereunder will change as of the opening of business on each day the Prime Rate changes. The Prime Rate may not be the lowest rate charged by the Bank.

9. Events of Default. "Default" as used herein shall mean the occurrence of any of the following events:

9.1. Nonpayment of Liabilities. The nonpayment, when due, of any amount payable on any of the Liabilities or failure of Debtor to perform any agreement contained herein or in any other agreement with Bank.

9.2. Other Defaults. Any Obligor (which term shall mean Debtor and any party primarily or secondarily liable on any of the Liabilities) fails to make any payment of principal or interest on any other obligation for borrowed money, or any Obligor defaults in the performance of any other agreement, term or condition of any obligation if the effect of such default is to cause or permit the holder of such obligation to cause such obligation to become due prior to the stated maturity date thereof.

9.3. False Representations. Any representation or warranty of any Obligor at any time made by any Obligor to Bank is untrue in any material respect as of the date made.

9.4. Insolvency. Any Obligor becomes insolvent as defined in the Uniform Commercial Code as in effect from time to time; makes an assignment for the benefit of creditors; files a petition instituting any state or federal insolvency, bankruptcy, reorganization, arrangement, composition, or other debtor relief proceeding; is adjudicated insolvent; petitions or applies to any tribunal for a receiver or trustee for itself or for any substantial part of any of its property; commences any proceeding under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any federal or state jurisdiction; whether now or hereafter in effect, or if there is commenced against any Obligor any such proceeding or a receiver or any trustee is appointed for any Obligor or any part of any Obligor's property.

9.5. Judgments and Liens. Any judgment against any Obligor or any attachment, seizure of, or levy against any Obligor with respect to a claim for any amount in excess of \$500 remains unpaid, unstayed on appeal, undiscovered, unbonded, and undismitted for a period of thirty days.

9.6. Death. The death of any Obligor who is a natural person.

9.7. Transfer of Property. The transfer of a substantial portion of the property of any Obligor.

9.8. Insecurity of Bank. Bank at any time deems itself insecure with respect to Debtor's payment of any of the Liabilities or performance of any of its obligations thereunder.

10. Procedures on Default.

10.1. Remedies. At the option of Bank, immediately upon the occurrence of a Default and without demand or notice of any kind, which are irrevocably waived by Debtor, (a) any or all of the Liabilities (notwithstanding any provisions thereof to the contrary) may be declared and thereupon immediately shall become due and payable; (b) Bank may exercise from time to time any rights and remedies available to it under applicable law, in equity, or under agreement; (c) any obligation of Bank to extend any loans or credit to Debtor shall cease and be of no force or effect; (d) Debtor shall cease the sale, lease or furnishing under contract of service of any of the inventory and cease the use or consumption thereof in business; (e) Debtor shall at its expense assemble all the Collateral at a convenient place satisfactory to Bank.

10.2. Notices. If any notification of intended disposition of any of the Collateral is required by law, such notification if mailed shall be deemed reasonable and properly given if deposited in the mail at least five days before such disposition.

10.3. Disposition of Proceeds. Any proceeds of any disposition of any of the Collateral may be applied by Bank to the payment of expenses in connection with disposition of the Collateral, and any balance of such proceeds may be applied by Bank toward the payment of such of the Liabilities, in such order of application, as Bank may from time to time elect, and any remaining balance may be paid to Debtor or as a court of competent jurisdiction may order. Debtor shall remain liable for any deficiency existing on the Liabilities after such application.

11. Miscellaneous.

11.1. Custody of Collateral. Bank shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Debtor requests in writing, but failure of Bank to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Bank to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

11.2. Non-waiver of Rights. No delay or failure on the part of Bank in exercising any right, power, or privilege under this Agreement or under any notes or other instruments given in connection with or pursuant to this Agreement or any of the Liabilities shall impair any such right, power, or privilege or be construed as a waiver of any Default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege. No waiver shall be valid against Bank unless made in writing and signed by Bank, and then only to the extent expressly specified therein. All remedies provided herein and in any note or other instrument given in connection with or pursuant to this Agreement or any of the Liabilities and all remedies otherwise afforded Bank by law shall be cumulative and shall be available to Bank, from time to time, until all the Liabilities have been paid in full, every other obligation under this Agreement or under any

note or other instrument given in connection with or pursuant to this Agreement or any of the Liabilities has been fully satisfied, and all obligations of Bank to extend credit or loans to Debtor shall have ceased.

11.3. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one Agreement.

11.4. Governing Law. This Agreement has been executed in Georgia and shall in all respects be construed in accordance with and governed by the laws of Georgia without giving effect to its choice-of-law provisions or rules.

11.5. Captions. The captions of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof or used in construing the intent of the parties.

11.6. Severability. If any part of any provision of the Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions.

11.7. Modification. This Agreement shall not be modified or amended except in writing signed by the party to be bound.

11.8. Survival of Representations. All representations, warranties, covenants, and agreements contained herein or made in writing by Debtor in connection herewith shall survive the execution and delivery of this Agreement and any and all notes, other agreements, documents and writings relating to or arising out of any of the foregoing or any of the Liabilities.

11.9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties, their successors, legal representatives, heirs and assigns.

12. General Notices. All notices and other communications required or permitted by this Agreement shall be made in writing, personally delivered or mailed by first class mail, postage prepaid, addressed to Debtor at its address as specified directly below its signature to this Agreement, and to Bank at the address of its principal office or to such other address of which the party to receive notice shall give the other party written notice from time to time. Any notice so mailed shall be deemed to have been given and received by the party to whom addressed, on the date it is personally delivered or five days after date it was properly deposited in the mails.

13. Personal Warranty of Authority. The person actually executing this agreement personally represents and warrants that he/she has full power and authority to do so in behalf of Debtor.

Signed, sealed and delivered on the date first above written.

If a Corporation:

U.S.A. Pelican Inc. d/b/a Water Management
Name of Corporation
Technology of Ft. Lauderdale,

By: _____
Title: PRESIDENT

Attest: _____

Title: _____

(Corporate Seal)

If a Partnership:

Name of Partnership: _____

By: _____ (Seal)
General Partner

If an Individual:

(Typed name) _____ (Signature) _____ (Seal)

Chief Executive Office Address: _____

Addresses of other Collateral Locations (if any): _____

Accepted this _____ day of _____

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☒ Amfrade International Bank of Georgia

☐ Amfrade International Bank of Florida

By: Amfrade International Bank of Georgia 1/19/99

SECURITY AGREEMENT

1. U.S.A. PELICAN, INC. dba WATER MANAGEMENT TECHNOLOGIES (hereinafter called "Debtor"),
(Name)

1610 SW 13th Street, Fort Lauderdale, FL 33312, for value received, hereby grants to
(Address)

FLORIDA EXPORT FINANCE CORPORATION, 5600 NW 36 Street, P. O. Box 526524, Miami, FL 33152-8524 (hereinafter called "FEFC"), a security interest in the property described below (hereinafter collectively called "Collateral") to secure the payment of the principal and interest on and all obligations under a note (hereinafter called the "Note"), dated July 20, 2000, of the debtor payable to the order of FEFC, in the principal amount of Three hundred fifty thousand and 00/100 Dollars (\$ 350,000.00), all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by FEFC in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest at the maximum legal rate on such costs, expenses, advances and liabilities. The note and all other obligations secured hereby are herein collectively called the "Liabilities."

2. The Collateral in which this security interest is granted is all of the Debtor's property described below in reference to which an "X" or checkmark has been placed in the box applicable thereto, together with all the proceeds and products therefrom. If two such boxes are so marked, the security interest so designated secures the purchase money from the loan used by the Debtor to acquire title to the Collateral.

- ☒ ☐ a. All equipment and machinery, including power-driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith (the "Equipment").
- ☒ ☐ b. All passenger and commercial motor vehicles registered for use upon public highways or streets, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith (the "Vehicles").
- ☒ ☐ c. All goods held by Debtor for sale or lease or furnished or to be furnished by Debtor under any contract of service or held now or hereafter by Debtor as raw materials or work in process or as materials to be used or consumed in a business of every nature and type whether now or hereafter existing or acquired and wherever located, together with all products and proceeds thereof (the "Inventory").
- ☒ ☐ d. All accounts, documents and contract rights of Debtor, whether now or hereafter existing or acquired; all chattel paper and instruments, whether now or hereafter existing or acquired, evidencing any obligation to Debtor for payment for goods sold or leased or services rendered; all general intangibles of Debtor, whether now existing or hereafter arising; all interest of Debtor in any goods, including but not limited to returned goods, the sale or lease of which shall have given rise to any of the foregoing; and all proceeds of any of the foregoing including, without limitation, all insurance proceeds payable with respect to the Equipment and the Inventory (the "Accounts, Documents, Contract Rights, Chattel Paper and Instruments").
- ☒ ☐ e. All contract rights and general intangibles including but not limited to patents, trademarks, product designs kept in electronic or other media, and all intellectual property now in force or hereafter acquired.
- ☒ ☐ f. All furnishings, fixtures and all additions, accessories, replacements and substitutions thereof, and all of Debtor's books, records and files pertaining to the foregoing as security for present and future loans and advances, together with proceeds and products of any of the foregoing, including letters of credit, all documents of title including all bills of lading, dock warrant, dock receipt, warehouse receipt or order for delivery of goods and also all other documents which in the course of business is treated as evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers, and all proceeds of the foregoing.

3. Debtor shall not transfer, sell or assign Debtor's interest in the Collateral nor permit any other security interest to be created thereon without FEFC's prior written approval, except that Debtor may sell the Inventory listed in Paragraph 2.c. hereof in the ordinary course of business on customary terms and at usual prices and may collect as FEFC's agent sums due on accounts receivable and contract rights listed in Paragraphs 2.d. and 2.e. until advised otherwise by FEFC.

4. Debtor shall keep, store or regularly garage all Collateral at locations approved by FEFC in writing.

5. Debtor shall not conduct business under any other name than that given above nor change or reorganize the type of business entity under which it does business except upon prior written approval of FEFC. If such approval is given, Debtor guarantees that all documents, instruments and agreements demanded by FEFC shall be prepared and filed at Debtor's expense before such change of name or business entity occurs.

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6. Debtor shall pay the filing and recording costs of any documents or instruments necessary to perfect, extend, modify, or terminate the security interest created hereunder, as demanded by FEFC.

7. Debtor shall maintain all Collateral in good condition, pay promptly all taxes, judgments, or charges of any kind levied or assessed thereon, keep current all rent due on premises where Collateral is located, and maintain insurance on all Collateral against such hazards, in such amounts and with such companies as FEFC may demand, all such insurance policies to be in the possession of FEFC and to contain a Lender's Loss Payable Clause naming FEFC in a manner satisfactory to FEFC. Debtor hereby assigns to FEFC any proceeds of such policies and all unearned premiums thereon, and authorizes and empowers FEFC to collect such sums and to execute and endorse in Debtor's name all proofs of loss, drafts, checks and any other documents necessary to accomplish such collections, and any persons or entities making payments to FEFC under the terms of this Paragraph are hereby relieved absolutely from any obligation to see to the application of any sums so paid.

8. Debtor shall be in default hereunder if Debtor fails to perform any of the liabilities imposed hereby or any other obligation required by the various instruments or papers evidencing or securing this loan, or if the full balance of the loan becomes immediately payable under the terms of such instruments, either automatically or by declaration of FEFC. In the event of any default, FEFC may, in its own discretion, cure such default and, if it does so, any expenditures made for such purpose shall be added to the principal of the Note.

9. In the event of default, Debtor shall assemble and make available all Collateral at any place designated by FEFC. Debtor acknowledges being advised of a constitutional right to a court notice and hearing to determine whether, upon default, there is probable cause to sustain the validity of FEFC's claim and whether FEFC is entitled to possession of the Collateral and being so advised, Debtor hereby voluntarily gives up, waives and surrenders any right to a notice and hearing to determine whether there is probable cause to sustain the validity of FEFC's claim. Any notices required pursuant to any state or local law shall be deemed reasonable if mailed by FEFC to the persons entitled thereto at their last known addresses at least ten days prior to disposition of the Collateral, and, in reference to a private sale, need state only that FEFC intends to negotiate such a sale. Disposition of Collateral shall be deemed commercially reasonable if made pursuant to a public offering advertised at least twice in a newspaper of general circulation in the community where the Collateral is located or by a private sale for a sum equal to or in excess of the liquidation value of the Collateral as determined by FEFC.

10. All rights conferred on FEFC hereby are in addition to those granted to it by any state or local law or any other law. Failure or repeated failure to enforce any rights hereunder shall not constitute an estoppel or waiver of FEFC's rights to exercise such rights accruing prior or subsequent thereto. FEFC shall not be liable for any loss to Collateral in its possession, nor shall such loss diminish the debt due, even if the loss is caused or contributed to be FEFC's negligence.

11. This Agreement has been executed in Florida and shall in all respects be construed in accordance with and governed by the laws of Florida without giving effect to its choice of law provisions or rules.

12. If any part or any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions.

13. This Agreement shall not be modified or amended except in writing signed by the party to be bound.


14. All representations, warranties, covenants, and agreements contained herein or made in writing by Debtor in connection herewith shall survive the execution and delivery of this Agreement and any and all notes, other agreements, documents and writings relating to or arising out of any of the foregoing or any of the Liabilities.

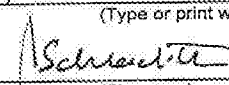
15. This Agreement shall bind and inure to the benefit of the parties, their successors, legal representatives, heirs and assigns.

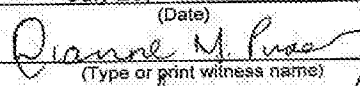
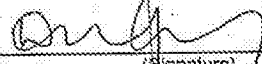
16. All notices and other communications required or permitted by this Agreement shall be made in writing, personally delivered or mailed by first class mail, postage prepaid, addressed to Debtor at its address as specified directly below its signature to this Agreement, and to FEFC at the address of its principal office or to such other address of which the party to receive notice shall give the other party written notice from time to time. Any notice so mailed shall be deemed to have been given and received by the party to whom addressed on the date it is personally delivered or five days after date it was properly deposited in the mails.

17. The person actually executing this Agreement personally represents and warrants that he has full power and authority to do so in behalf of Debtor.

FOR AND ON BEHALF OF U.S.A. PELICAN, INC. dba WATER MANAGEMENT TECHNOLOGIES
(Debtor)

by 

President
(Title)
Paul J. Schlachter
(Type or print witness name)

(Signature)

Jacques Des Aulniers
(Type or print name)
July 20, 2000
(Date)

(Type or print witness name)

(Signature)

PLEDGE

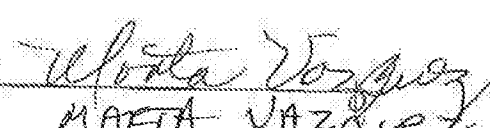
For good and valuable consideration, I Jacques DesAulniers do hereby transfer, pledge, and convey all my right, title and interest to all provisional patents, and copyrights pertaining to Scavenger 2000 to USA Pelican, Inc., a Florida Corporation d/b/a Water Management Technologies.



Jacques Des Aulniers

Date: Monday, June 18, 2001

Witness:



MARTA VAZQUEZ