

Assignment of Deposit Account for a Cash Secured Letter of Credit

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| Letter of Credit Applicant Legal Name | Letter of Credit Requested Amount \$ |
| Letter of Credit Beneficiary Name | Letter of Credit Application Date |

The undersigned Grantor (jointly and severally if more than one) hereby assigns, pledges and grants a security interest to Bank of America, N.A. (the "Bank") in all right, title and interest of the Undersigned in and to the deposit account maintained by the Undersigned with the Bank and described as follows:

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| Bank of America Deposit Account Number: |
| Account Type: <input type="checkbox"/> Certificate of Deposit <input type="checkbox"/> Time Deposit <input type="checkbox"/> Savings Deposit |

together with all interest and other income earned thereon, all additions thereto and renewals, substitutions or replacements thereof (collectively hereinafter, the "Account") as security and collateral for (a) the prompt payment of all indebtedness, liabilities and obligations of the Undersigned to the Bank of every kind and nature whatsoever, including, without limitation, the reimbursement obligation of the above referenced Letter of Credit Applicant arising under the Application and Agreement for the above described Letter of Credit as may be modified, amended or renewed from time to time, and such other indebtedness, liabilities and obligations to the Bank which are direct, indirect, contingent, primary, secondary, alone, jointly with others, due, to become due, future advances, now existing, hereafter created, principal, interest, expense payments, liquidation costs, and attorney's fees and expenses (collectively, the "Obligations"); and (b) the performance of all of the terms, conditions and provisions of any note, security agreement, pledge agreement, guaranty agreement, mortgage, deed of trust, loan agreement, hypothecation agreement, indemnity agreement, letter of credit application and agreement, assignment, or any other document previously, simultaneously or hereafter executed and delivered by the Undersigned and/or any other party, singly or jointly with another party or parties, evidencing, securing, guarantying or in connection with any of the Obligations (collectively, the "Loan Documents").

The Undersigned hereby consents that at any time and from time to time and with or without consideration, the Bank may, without notice to or further consent of the Undersigned and without in any manner affecting, impairing, lessening or releasing this Assignment of Deposit (this "Assignment"), renew, extend, change the manner, time, place and terms of payment of, sell, exchange, release, surrender, realize upon, modify, waive, grant indulgences with respect to and otherwise deal with in any manner: (a) all or any part of the Obligations; (b) any of the Loan Documents; (c) all or any part of any property at any time securing all or any part of the Obligations; and (d) any party (including, without limitation, the Undersigned), at any time primarily or secondarily liable for all or any part of the Obligations.

In the event any of the Obligations are not paid when and as due and payable (whether by acceleration, declaration, extension or otherwise) or upon occurrence of a default under any of the Loan Documents, or upon the maturity of such Account, if such Account consists in whole or in part of a time deposit, the Bank may and is hereby irrevocably authorized to withdraw any and all funds and moneys now or hereafter on deposit to the Account at such times and in such amounts as the Bank in its sole discretion shall determine. Bank may in its discretion either (i) hold such funds or any portion thereof subject to the terms hereof, or (ii) apply such funds or any portion thereof to the Obligations in such order and manner as the Bank may elect. The Bank may at any time or from time to time take any and all actions with respect to the Account (and the funds and moneys or portions thereof deposited thereto) as authorized herein, by law and by the terms of any of the Loan Documents.

IN WITNESS **WHEREOF**, and intending to create an instrument executed under seal, the Undersigned has duly executed this Assignment under seal as of the ____ day of _____, 20 ____.

Grantor _____

By: _____

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| Tradeline CIF ID | LC Instrument # | Deposit Account Balance | Deposit Account Maturity Date |
| References in the shaded area are for Bank's use only and do not limit the applicability of this document to any particular loan or item. | | | |