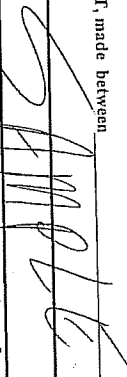


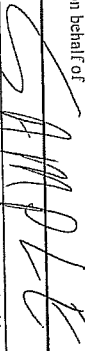
**International Fidelity Insurance Company**  
SURETY BONDS  
ONE NEWARK CENTER, 20<sup>TH</sup> FLOOR, NEWARK, NEW JERSEY 07102 TEL. 973-624-7200  
CASH COLLATERAL ESCROW AGREEMENT

THIS AGREEMENT, made between

\_\_\_\_\_  \_\_\_\_\_  
(Insert full name and address of owner of collateral)

(hereinafter called the Grantor) and International Fidelity Insurance Company, One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102 (hereinafter called the Grantee)

WITNESSETH: WHEREAS, in consideration of the deposit in escrow of cash collateral security described in the receipt hereto annexed, the Grantee has executed or procured the execution of, or may hereafter execute or procure the execution of, obligations of Guaranty or Suretyship on behalf of

\_\_\_\_\_  \_\_\_\_\_  
(Insert full name and address of principal for whom Suretyship is desired)

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, it is agreed:

FIRST. The said cash shall be deposited in escrow with a trust company or depository designated by the Grantee to indemnify the Grantee:

(a) Against any and all liability, loss, costs, damages, expenses, premiums and attorney's fees arising or incurred in connection with the above captioned bond, or any other bond, reorganization, undertaking or other obligation (all of which, together with any continuations and modifications thereof, are hereinafter referred to as bonds), heretofore and hereafter executed, assumed or procured by the Grantee at the instance or request or on behalf either of Grantor or of the principal above named;

(b) For the payment of all premiums on such bonds;

(c) For the performance of every agreement (including continuations or modifications thereof, with or without the consent of the Grantee) made by the Grantee or by any of the principals in connection with said bonds;

(d) Against any liability, loss, costs, expenses and attorney's fees in connection with any claim to the collateral security by persons claiming adversely to Grantee;

(e) For any previously executed bond(s), or any subsequently executed bond(s), or any renewals or continuations thereof, issued for either or both, the principal or Grantor.

SECOND. The Grantor hereby expressly releases and discharges the Grantee of and from any loss, liability or responsibility for, because or on account of the failure or insolvency of any trust company or depository in which said collateral may be deposited. The Grantor also releases and discharges the Grantee of any liability or responsibility for any loss, expense or damage, of or to the collateral arising from any other cause whatsoever except acts of neglect of the Grantee.

THIRD. There shall be no duty upon the part of the Grantee to deposit or place the cash collateral in an interest-bearing escrow account or arrangement.

FOURTH. Should the Grantor refuse upon demand to make the said cash payment herein required, the Grantee may summarily apply to a Court of Equity of competent jurisdiction for a decree specifically requiring the said deposit of cash to be made. FIFTH. The Grantor grants to the Grantee the irrevocable right, power and authority, to at any time or times, in the event that the said Grantor shall incur or sustain or become liable for, or be threatened with, any loss, expense, charge, cost, liability or damage by reason of the execution of any of the aforesaid bonds, undertakings, or if the premiums thereon shall not have been paid, without further demand or notice and without advertisement, to withdraw the amount then in the escrow account and apply same to such liability, the Grantor hereby ratifying and confirming any action of the Grantee in connection with therewith. All legal or other costs, charges and expenses for withdrawal from the escrow account are to be deducted from the proceeds of the escrow account and the residue held as security for, and applied to the liability arising on any of the said bonds or undertakings. If there be any deficiency, the Grantor shall forthwith reimburse the Grantee for any unsatisfied loss or liability.

SIXTH. Upon full compliance with and fulfillment of all the terms and conditions of all of the said bonds or undertakings and the agreements contained in or accompanying any applications pursuant to which they are or may have been executed, the conditions required for release of the collateral from escrow shall be deemed satisfied and the Grantee will return to the Grantor the said cash or so much thereof then remaining, which the Grantor hereby agrees to accept in full accord and satisfaction of and for the deposit herein made. Until and unless the conditions required for release of escrow are met, the Grantor's interest in the proceeds of the escrow account shall be contingent only.

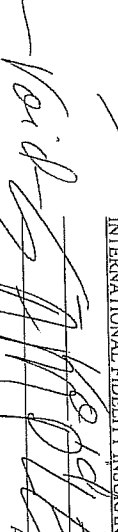
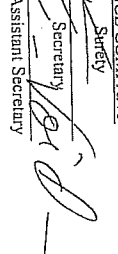
Delivery by the Grantee of collateral or proceeds or any part thereof to any one or more depositories shall be deemed delivery to all depositories. No interest will be paid by the Grantee on any funds deposited with or held as collateral. No right or interest of the Grantor under this agreement shall be assigned without the written consent of the Grantee endorsed hereon by an officer of the Grantee at its Home Office, One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102.

It is specifically agreed and understood that, during the duration of the escrow, the cash collateral escrow funds shall be excluded from the property of the Estate in connection with any bankruptcy proceeding filed at any time by the Grantor and/or the aforesaid principal and/or their representatives, successors or assigns. The Grantor will consent to entry of any order necessary to lift any automatic stay in any bankruptcy proceeding to enable the Grantee to recover the proceeds of the escrow account.

It is agreed that this instrument shall inure to the benefit of and be binding upon the Grantor and the Grantee, his, their and its respective heirs, executors, administrators, successors and assigns.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Seal)

INTERNATIONAL FIDELITY INSURANCE COMPANY  
Surety

\_\_\_\_\_  \_\_\_\_\_  
Secretary  
\_\_\_\_\_  \_\_\_\_\_  
Assistant Secretary

IMPORTANT: No collateral will be returned to the Grantor (if entitled thereto) except upon the surrender of this instrument properly endorsed.

RECEIPT FOR COLLATERAL

RECEIVED from the Grantor named in the within agreement the following:

As collateral security subject to all and singular, the terms of the within agreement.

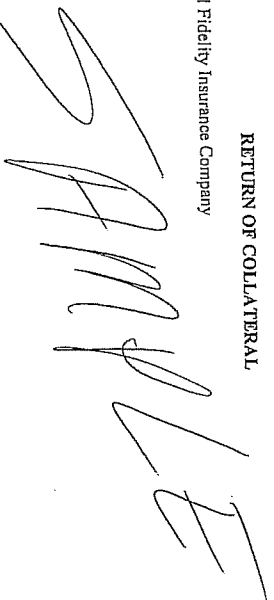
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

INTERNATIONAL FIDELITY INSURANCE COMPANY  
Surety

By: W. D. Boyd  
Assistant Secretary

RETURN OF COLLATERAL

RECEIVED from the International Fidelity Insurance Company



in full return of the collateral security deposited under the terms of within agreement and the undersigned hereby releases the International Fidelity Insurance Company from any and all liability by reason of the said deposit and agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Witness:

SAMPLE (Seal)