

DEPOSIT ACCOUNT LETTER AGREEMENT

Date:

Name of the Company:

Name of the Deposit Bank:

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DEPOSIT ACCOUNT LETTER AGREEMENT dated as of the date specified above among (a) the Company specified above (the "Company"), (b) **Big National Bank**, as collateral agent (the "Collateral Agent") for the lenders, agents and participants (the "Lenders") in the Credit Agreement dated as of (the "Credit Agreement"), among, the Lenders and the Collateral Agent and the other parties referenced therein, and (c) the Deposit Bank specified above (the "Deposit Bank").

A. The Deposit Bank has agreed to receive any and all amounts deposited from time to time by the Company with the Deposit Bank, such amounts to be in the form of cash, checks and other negotiable instruments (all such amounts deposited by the Company with the Deposit Bank being herein referred to as the "Deposited Amounts").

B. The Company and the Collateral Agent are parties to a Security Agreement dated as of (the "Security Agreement"). Pursuant to the terms of the Security Agreement, the Company has granted to the Collateral Agent, for the benefit of the Lenders, a security interest in certain of the Company's assets (including the Deposited Amounts) in order to secure the payment and performance of certain obligations of the Company to the Lenders.

C. The parties hereto desire to define certain rights and obligations among them with respect to the Deposited Amounts.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Collateral Agent hereby authorizes the Deposit Bank, on the terms and subject to the conditions set forth herein, to receive and hold on deposit the Deposited Amounts.

2. The Deposit Bank has established and shall maintain (except as otherwise provided in paragraph 8 below) one or more accounts in the name of the Company (all such accounts, collectively, the "Deposit Account"). All Deposited Amounts received by the Deposit Bank shall be deposited in the Deposit Account. All Deposited Amounts at any time on deposit in the Deposit Account shall be held by the Deposit Bank subject to the terms of this Agreement, it being understood that, following the occurrence of an Event of Default (as defined in the Credit Agreement), the Deposit Bank will maintain the Deposit Account for the benefit of the Collateral Agent. As security for the payment and performance of the obligations under the Credit Agreement and all related loan documents, the Company hereby pledges, assigns and transfers to the Collateral Agent, for the benefit of the Lenders, and hereby creates and grants to the Collateral Agent, for the benefit of the Lenders, a security interest in the Deposit Account and all Deposited Amounts held therein. The Deposit Bank acknowledges the security interest of the Collateral Agent for the benefit of the Lenders in the Deposit Account and the Deposited Amounts.

3. The Collateral Agent hereby authorizes the Deposit Bank to permit the Company to make withdrawals from the Deposit Account, so long as the Deposit Bank has not received notice from the Collateral Agent pursuant to the next succeeding sentence. Upon receipt of written, telex,

facsimile or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing) from the Collateral Agent so directing the Deposit Bank at any time (such notice, the "Collateral Agent Notice"), the Deposit Bank shall no longer permit withdrawals from the Deposit Account to be made by the Company, and, if so directed in such notice, shall promptly transfer all Deposited Amounts, if any, to the Collateral Agent at an account designated in the Collateral Agent Notice, then on deposit in, or otherwise to the credit of, the Deposit Account (provided that Deposited Amounts on deposit that are subject to collection shall be transferred promptly upon collection). If so directed in the Collateral Agent Notice, the Deposit Bank shall transfer directly to the account designated by the Collateral Agent all Deposited Amounts in the possession of the Deposit Bank (including any Deposited Amounts received by the Deposit Bank from time to time following receipt of the Collateral Agent Notice) without depositing such Deposited Amounts in the Deposit Account or any other account.

4. The Deposit Bank shall, if requested by the Collateral Agent, furnish the Collateral Agent with monthly statements, in the form and manner typical for the Deposit Bank, of amounts of deposit in, and amounts withdrawn from, the Deposit Account and such other information relating to the Deposit Account at such times as shall be reasonably requested by the Collateral Agent.

5. For purposes of this Agreement, any officer of the Collateral Agent shall be authorized to act, and to give instructions and notices, for the purposes set forth in this Agreement on behalf of the Collateral Agent without the consent of the Company.

6. The fees for the services of the Deposit Bank shall be mutually agreed upon between the Company and the Deposit Bank. Neither receipt of the Collateral Agent Notice nor any provision of this Agreement shall affect the Deposit Bank's entitlement to, or the Deposit Bank's ability to collect, any such fees. The Collateral Agent shall not have any responsibility or liability for the payment of any such fees. Except for application to pay such fees, the Deposit Bank waives any right of set-off it may have against the Deposited Amounts (other than any right of set-off exercised by the Deposit Bank in its capacity as an agent, lender or participant under the Credit Agreement).

7. The Deposit Bank shall not be liable to the Collateral Agent or the Company for any action required of the Deposit Bank under the terms of this Agreement, if such action was taken or omitted to be taken by it in good faith, nor shall the Deposit Bank be responsible to the Collateral Agent or the Company for the consequences of any oversight or error of judgment or be answerable to the Collateral Agent or the Company for the same unless the same shall happen through the Deposit Bank's gross negligence or willful misconduct. The Company acknowledges that the Deposit Bank (a) shall incur no liability to the Company as a result of any action taken pursuant to an instruction given by the Collateral Agent in accordance with the provisions of this Agreement and (b) shall be entitled to rely on any document received from the Collateral Agent. The Deposit Bank may perform any of its duties hereunder by or through its agents, officers or employees and shall be entitled to rely upon the advice of counsel as to its duties.

8. In the event that the Company shall replace the Deposit Bank, the Deposit Bank will (a) if applicable, immediately transmit to the account designated in the Collateral Agent Notice all Deposited Amounts, if any, then on deposit in, or otherwise to the credit of, the Deposit Account, and otherwise, upon written confirmation from the successor bank that it has executed and delivered a deposit account letter agreement in this form to the Collateral Agent (b) deliver directly to the successor deposit bank at the office specified in writing by the Company to the Deposit Bank all subsequently received Deposited Amounts and (c) deliver any Deposited Amounts, in whatever form received, directly to the successor deposit bank at the office specified in writing by the Company to the Deposit Bank.

9. The term of this Agreement shall extend from the date hereof until the earlier of (a) the date on which all Secured Obligations (as defined in the Security Agreement) have been paid in full and (b) any date on which the Deposit Bank shall not be serving in its capacity as deposit bank hereunder as provided in paragraph 8 above. The obligations of the Deposit Bank contained in paragraph 8 above shall survive the termination of this Agreement.

10. All notices and communications hereunder shall be in writing (except where telephonic instructions or notices are authorized herein) and shall be deemed to have been received and shall be effective on the day on which delivered (including delivery by facsimile) (a) in the case of the Collateral Agent, addressed to **Big National Bank** (Telephone No.; Telecopy No.), and (b) in the case of the Deposit Bank, addressed to it at the address and person specified below.

11. The Deposit Bank will not (except as contemplated in paragraph 8 above) assign or transfer any of its rights or obligations hereunder (other than to the Collateral Agent) without the prior written consent of the other parties hereto.

12. This Agreement may be amended only by a written instrument executed by the Collateral Agent, the Deposit Bank and the Company.

13. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** To the extent applicable under the Uniform Commercial Code of any jurisdiction, this Deposit Account Letter Agreement gives control over the Deposit Account to the Collateral Agent.

14. This Agreement (a) shall inure to the benefit of and be binding upon the Collateral Agent, the Deposit Bank, the Company and their respective successors and assigns and (b) may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

(Specify Deposit Bank Name)

By:
Name:
Title:

Address for Notices to the
Deposit Bank:

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Telephone No.:
Telecopy No.:

BIG NATIONAL BANK, as Collateral
Agent,

By:
Name:
Title:

(Specify Company Name)

By:
Name:
Title:

For convenience of reference only, the
Deposit Account includes, without limitation,
the accounts maintained at Deposit Bank
identified by the following account numbers:

