

CASH COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT, dated the ____ day of _____ 20____, made between _____, hereinafter called the Depositor, and Capitol Indemnity Corporation and/or Platte River Insurance Company as their interests may appear, hereinafter called the Surety, Witnesseth:

Whereas, at the special instance and request of _____ (“Principal”) the Surety has executed, or is about to execute or may execute in the future, as Surety, a bond or bonds (“Bonds”).

Whereas, _____ (“Depositor”) has initially deposited with the Surety \$ _____ as collateral security to the Surety to protect it against any and all liability, damages, loss, costs, charges and expenses and attorney’s fees of whatever kind or nature, which it shall or may at any time sustain or incur by reason of having executed Bonds, and for the payment of all premiums on such Bonds. This Agreement shall continue to control regardless of any subsequent increases or decreases to the initial deposit.

Now therefore, it is mutually agreed and covenanted:

First: The Surety shall have the right to retain said collateral or security until the liability of the Surety, on account of having executed said Bond or Bonds, shall cease without loss, costs, or expenses of whatever kind or nature on said Bond or Bonds and satisfactory evidence is furnished to that effect as determined by the Surety’s sole discretion. Collateral shall only be returned to Depositor.

Second: The Surety shall not be liable to the Depositor and/or Principal for interest that may accrue on the collateral.

Third: Surety may utilize this collateral to reimburse Surety for any loss, costs, expenses, premium payments and attorney’s fees incurred by the Surety in connection with any claim to this collateral by Depositor, Principal, or persons claiming adversely to Depositor or Principal.

Fourth: Any agreement hereafter made to change or modify this collateral agreement shall be invalid unless in writing and signed by the party against whom it is sought to enforce the change or modification.

Signed, Sealed, and Dated _____

Witness _____

Print Name: _____

Depositor: _____

By: _____

Print Name: _____

Title: _____

Capitol Indemnity Corporation and/or Platte River Insurance Company

By: _____
Authorized Representative

Print Name: _____

Signed, Sealed, and Dated _____

Witness _____

Print Name: _____

Principal: _____

By: _____

Print Name: _____

Title: _____