LOAN LOSS RESERVE FUND
DEPOSIT ACCOUNT
CONTROL AGREEMENT

THIS LOAN LOSS RESERVE FUND DEPOSIT ACCOUNT CONTROL AGREEMENT (the "Agreement") is made this ____ day of _____, 20 _____, by and among _____ _ (the "Premier CDC") *[insert exact legal name as it appears on its certificate of incorporation]*, the United States Small Business Administration ("SBA") and _____ (the "Bank") *[insert exact legal name as it appears on its certificate of incorporation or charter]*, a _____ *[insert type of bank and make sure that type of bank meets the definition of bank in Art. 9 of the Uniform Commercial Code]*.

RECITALS

I. The Premier CDC is a participating lender under the Premier Certified Lenders Program ("PCLP") established pursuant to Section 508 of the Small Business Investment Act of 1958, as amended, 15 U.S.C. § 697e (the "Act"), SBA regulations promulgated thereunder, and SBA Standard Operating Procedures , and any continuation, modification or successor of the PCLP.

II. The Premier CDC has issued one or more debentures under the PCLP which SBA has guaranteed. The Premier CDC has an obligation to reimburse SBA for 10% of any loss (including attorney's fees and litigation costs and expenses) sustained by SBA as a result of a default in the payment of principal or interest on any PCLP debenture (the "Obligation"). The Obligation extends to reimbursement for any loss to SBA on a loan funded by the issuance of such a debenture. In accordance with the Act and SBA regulations, the Premier CDC must establish a loss reserve (the Loan Loss Reserve Fund or "LLRF") for PCLP Debentures.

III. The Premier CDC maintains deposit account number _____ entitled "[_____]Loan Loss Reserve Fund Deposit Account, SBA as secured party," at the Bank ("Deposit Account") as part or all of its LLRF. (The term "Deposit Accounts" means the Deposit Account and all later-created deposit accounts maintained at the Bank containing funds set aside by the Premier CDC for its LLRF.)

IV. The Premier CDC and SBA have entered into a separate security agreement (the "Security Agreement") by which the Premier CDC has granted SBA a security interest in the LLRF, including the Deposit Accounts, to secure the Obligation. This Agreement perfects SBA's security interest in the Premier CDC's Deposit Accounts as a first priority security interest by giving SBA control of the Deposit Accounts as set forth herein and by subordinating the Bank's security interest in and any other right or claim against the Deposit Accounts to SBA's security interest, rights and claims.

AGREEMENT

1. AGREEMENT FOR CONTROL:

a. The Bank acknowledges that the Premier CDC has granted SBA a security interest in the Deposit Accounts, which is to be a first priority security interest.

b. The Bank agrees that it will comply with instructions originated by SBA directing the disposition of the funds in the Deposit Accounts without further consent by the Premier CDC. Whenever SBA issues instructions to the Bank, SBA simultaneously will send a copy of such instructions to the Premier CDC.

c. Subject to the provisions of this Agreement, the Premier CDC may make deposits to the Deposit Accounts and shall manage all documentation concerning the Deposit Accounts.

d. With SBA's prior written consent and subject to the provisions of this Agreement, the Premier CDC retains the right to direct the disposition of funds from the Deposit Accounts, including accrued interest.

e. The Bank and the Premier CDC will enter into any additional agreements or modifications to this Agreement which SBA reasonably deems necessary or desirable in connection with any later-created Deposit Account or otherwise to ensure that SBA has a valid and perfected first priority security interest in all the Deposit Accounts.

f. For purposes of this Agreement, SBA shall be considered a "customer" of the Bank.

2. BANK'S REPRESENTATIONS, WARRANTIES AND COVENANTS:

a. The Bank hereby represents and warrants that

(1) The Bank is a federally insured depository institution regulated by _____;

(2) The Bank is a "bank" as defined in § 9-102(a)(8) of the Uniform Commercial Code ("UCC"), that is "an organization that is engaged in the business of banking";

(3) The Deposit Accounts have been established by the Premier CDC and are entitled "[_____] Loan Loss Reserve Fund Deposit Account, SBA as secured party";

(4) Attached as Exhibit A is a complete and correct copy of the agreement(s) between the Bank and Premier CDC governing the Deposit Accounts, if any (including all amendments, modifications and supplements thereto), and, except for the attached agreement and this Agreement, there are no oral or written agreements relating to the Deposit Accounts between the Bank (or any affiliate of the Bank) and the Premier CDC (or any affiliate of the Premier CDC) or any other person or entity;

(5) Except for the claims and interests of SBA and the Premier CDC in the Deposit Accounts and any claim of the Bank for payment of its customary fees permitted pursuant to this Agreement, after due inquiry, the Bank has no knowledge of any lien on or adverse claim to the Deposit Accounts;

(6) The Bank has the power and authority to execute, deliver and perform this Agreement;

(7) The Bank has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has duly executed and delivered this Agreement; and

(8) This Agreement is the Bank's valid and legally binding obligation, enforceable against the Bank in accordance with its terms.

b. The Bank covenants that

(1) Upon request by SBA the Bank will state whether the Bank is then "well-capitalized" as determined under the regulations of the Federal Deposit Insurance Corporation ("FDIC");

(2) The only property that will be credited to the Deposit Accounts will be funds, other than instruments, which are eligible for federal deposit insurance;

(3) The Bank will not issue any instruments in connection with the Deposit Accounts;

(4) Upon request by the Premier CDC or SBA, the Bank will state whether the aggregate amount of all the Premier CDC's funds on deposit with the Bank which are eligible for federal deposit insurance (including certificates of deposit and funds in deposit

accounts other than the Deposit Accounts which are part of the LLRF) is more than the maximum amount eligible for federal deposit insurance;

(5) Without SBA's prior written consent, the Bank will not permit the withdrawal or other disposition of funds in the Deposit Accounts by the Premier CDC;

(6) The Bank will not terminate any of the Deposit Accounts without receiving and following instructions from SBA directing disposition of the funds in the Deposit Accounts;

(7) Without the prior written consent of SBA, the Bank will not enter into any further agreements relating to the Deposit Accounts with the Premier CDC or any other person or entity; and

(8) The Bank will send copies of all statements, confirmations and other records concerning the Deposit Accounts to the Premier CDC and, upon request, to SBA at the addresses set forth in this Agreement.

3. PREMIER CDC'S REPRESENTATIONS AND WARRANTIES :

The Premier CDC hereby represents and warrants that all representations and warranties in the Security Agreement are hereby restated and reaffirmed as of the date of this Agreement.

4. SUBORDINATION OF BANK'S CLAIMS:

The Bank hereby subordinates all security interests, liens (including banker's liens), encumbrances, rights of set-off and recoupment and all other rights and claims it may have now or in the future against the Deposit Accounts to SBA's security interest and claim in the Deposit Accounts and agrees that, except for the payment of its customary fees with respect to the Deposit Accounts pursuant to the customer agreement between the Bank and Premier CDC governing the Deposit Accounts, if any, it will not assert any lien, encumbrance, claim or right against the Deposit Accounts without the prior written consent of SBA.

5. NOTICE OF ADVERSE CLAIMS:

a. The Premier CDC hereby requests and the Bank hereby agrees to confirm or voluntarily disclose to any person or entity, as the case may be, the existence of this Agreement and all attached exhibits upon receipt by the Bank of any notice of a claim or potential claim adverse to SBA's security interest in the Deposit Accounts.

b. The Bank will promptly notify SBA and the Premier CDC with copies of any relevant documentation when the Bank becomes aware of any lien other than those of SBA or the Bank on or other adverse claim to the Deposit Accounts.

6. PAYMENT OF FEES; COSTS AND EXPENSES:

The Bank may charge its customary fees with respect to the Deposit Accounts pursuant to the customer agreement between the Bank and Premier CDC governing the Deposit Accounts, if any. In no event, however, will SBA be liable for any costs or expenses incurred by the Bank or the Premier CDC under this Agreement or incurred in connection with the Deposit Accounts.

7. AMENDMENTS AND WAIVERS:

All amendments to this Agreement must be in writing and executed by an authorized official of the Premier CDC, SBA and the Bank. No waiver of any provision of this Agreement shall be binding against any party unless the waiver is in writing and executed by an authorized official of the party to be charged therewith. Any waiver of any provision of this Agreement shall not impair the exercise of that provision by any party on a future date. This Agreement may not be terminated without the prior written consent of SBA.

8. ACCESS TO BOOKS AND RECORDS:

SBA shall have access to the books and records maintained by the Bank with respect to the Deposit Accounts at all reasonable times and for all reasonable purposes, including but not limited to the inspection or copying of such books and records and any and all memoranda, correspondence, checks, monthly statements, microfilm, or microfiche records, electronic records, or any other records relating to the Deposit Accounts.

9. LIMITED RESPONSIBILITY OF BANK:

Except for acting on the Premier CDC's instructions without SBA's prior written consent in violation of paragraph 2.b.(5) above, the Bank shall have no responsibility or liability to SBA for complying with instructions concerning the Deposit Accounts from the Premier CDC. The Bank shall have no responsibility or liability to the Premier CDC for complying with instructions concerning the Deposit Accounts from SBA, and shall have no responsibility to investigate the appropriateness of any such instruction received from SBA.

10. CONFLICT:

In the event of a conflict between this Agreement and the customer agreement between the Bank and Premier CDC governing the Deposit Accounts, if any,

including without limitation all agreements and documents incorporated by reference in the customer agreement, or any other agreements between the Premier CDC and the Bank, the terms of this Agreement shall govern regardless of any provision in the customer agreement or any other agreement between the Premier CDC and the Bank.

11. SEVERABILITY:

Any provision of this Agreement that is prohibited, unenforceable or invalid in any jurisdiction shall be ineffective in that jurisdiction, but such ineffective provision shall have no effect on the validity of the remaining provisions of this Agreement. Any such prohibition, unenforceability, or invalidity in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. NOTICES:

Any instructions, notice, request or other communication required or permitted to be given under this Agreement must be in writing and will be deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received, or upon receipt of notice sent by certified or registered United States mail, return receipt requested, postage prepaid, or upon receipt of notice sent by commercial courier for which a receipt is obtained, and addressed as set forth below. Any party may change its address for notices in the manner set forth above.

If to the Bank, to:
INSERT NAME AND ADDRESS

If to the Premier CDC to:
INSERT NAME AND ADDRESS

If to SBA to:
INSERT NAME AND ADDRESS OF LEAD SBA OFFICE

13. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and shall inure to the benefit of each party and its successors and assigns.

14. GOVERNING LAW:

Except to the extent inconsistent with federal law, in which case federal law will govern, the Bank and the Premier CDC agree that this Agreement shall be governed by the laws of _____ *[insert State or jurisdiction where Premier CDC is located]*, including the UCC as adopted by such jurisdiction and without reference to such jurisdiction's conflicts of laws provisions, and the obligations, rights, and remedies of the parties shall be determined in accordance with such laws.

15. COUNTERPARTS:

This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same document.

16. RULES OF CONSTRUCTION:

(a) Words in the singular include the plural and in the plural include the singular.

(b) "Includes" and "including" are not limiting.

(c) "Or" is disjunctive but not exclusive.

(d) "All" includes "any" and "any" includes "all."

17. MISCELLANEOUS:

Unless otherwise specified, definitions in the UCC apply to terms and phrases in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto. *[Instructions: (1) Agreement must be signed by all officials of Premier CDC with authority to withdraw funds from deposit account and Premier CDC must attach to this Agreement a valid, certified resolution or other evidence confirming the authority of those individuals. (2) Add signature line(s) for Premier CDC and Bank as appropriate under local law.]*

_____
Premier CDC [Exact legal name]
By:

Title:

_____
Bank [Exact legal name]
By:

Title:

_____
US Small Business Administration
By:

Title:

EXHIBIT A

[INSERT COPY OF CUSTOMER AGREEMENT(S) BETWEEN BANK AND PREMIER CDC GOVERNING DEPOSIT ACCOUNT(S)]