

ASSIGNMENT OF CERTIFICATE OF DEPOSIT

Pacific National Bank
1390 Brickell Avenue
Miami, FL 33131
(305) 539-7500 "LENDER"

OWNER		BORROWER	
ADDRESS		ADDRESS	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

For good and valuable consideration, Owner assigns to Lender, and grants Lender a security interest in all right, title and interest of Owner in the following Certificate(s) of Deposit and all principal, interest, renewals, substitutions and other proceeds therefrom (collectively "Collateral"):

- A. Certificate of Deposit No. _____ in the amount of \$ _____ issued by _____ maturing on _____. If this is a revocable trust account, the Owner acknowledges that any beneficial interest in the trust is subject to the prior interest of the Lender.
- B. Certificate of Deposit No. _____ in the amount of \$ _____ issued by _____ maturing on _____. If this is a revocable trust account, the Owner acknowledges that any beneficial interest in the trust is subject to the prior interest of the Lender.
- C. Certificate of Deposit No. _____ in the amount of \$ _____ issued by _____ maturing on _____. If this is a revocable trust account, the Owner acknowledges that any beneficial interest in the trust is subject to the prior interest of the Lender.

The Collateral includes all additions, renewals, extensions, amendments, replacements or substitutions to any of the above described Certificate(s) of Deposit.

1. OBLIGATIONS. The Collateral shall secure the payment and performance of all of Borrower's and Owner's present and future, joint and/or several, direct and indirect, absolute and contingent, express and implied indebtedness to Lender under any promissory note or agreement described below, including all future advances made by Lender to Borrower or Owner and all expenditures incurred by Lender upon the occurrence of a default (collectively "Obligations"):

(a) This Assignment and the following promissory notes and agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER

(b) all other presently existing or future evidences of indebtedness, obligations, agreements, instruments, guaranties, or otherwise of Borrower or Owner to Lender (**whether incurred for the same or different purposes than the foregoing**); and

(c) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

2. DELIVERY AND TERMINATION. Owner shall deliver the original Certificate(s) of Deposit, passbook, or any other evidence of the Certificate(s) of Deposit necessary to control the Collateral to Lender upon the execution of this Assignment. This Assignment shall continue until Lender specifically terminates its security interest in the Collateral in a writing signed by Lender.

3. RIGHTS OF LENDER. Upon an Event of Default by Borrower or Owner under the promissory notes and other agreements evidencing, the Obligations, Lender may withdraw all or a portion of the monies in the Certificate(s) of Deposit from the issuer prior to its maturity, regardless of any penalty assessed by the issuer for such early withdrawal or receive the proceeds of such Certificate(s) of Deposit upon maturity, and in either case apply the proceeds to pay the Obligations. Lender shall at any time have the right to notify the issuer of the Certificate(s) of Deposit to pay Lender any monies owing Owner under the Collateral until the giving of such notification. In the event that Owner possesses or receives possession of any instruments or other remittances with respect to the Collateral following such notification, Owner shall hold such instruments and other remittances in trust for Lender apart from Owner's other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances.

Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral, or otherwise settle any of the amounts payable under the Certificate(s) of Deposit constituting the Collateral whether or not an Event of Default exists under the Obligations. Lender shall not be liable to Owner for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

4. AUTHORIZATION OF LENDER. Owner hereby appoints Lender as its agent and attorney-in-fact to notify the holder of the Certificate(s) of Deposit to pay Lender any monies owing to Owner under the Certificate(s) of Deposit and authorizes Lender to endorse Owner's name on all instruments and other remittances payable to Owner with respect to the Collateral. This power of attorney is coupled with an interest and is irrevocable.

5. ASSIGNMENT. Lender shall be entitled to assign some or all of its rights and remedies described in this Assignment without notice to or the prior consent of Owner. Owner shall not be entitled to assign any of its rights or Obligations described in this Assignment or Owner's rights in the Collateral without the written consent of Lender which may be withheld by Lender in its sole discretion.

6. MODIFICATION OR WAIVER. The modification or waiver of any of Owner's obligations or Lender's rights under this Assignment must be contained in a writing signed by Lender. A waiver on one occasion shall not constitute a waiver on any other occasion. Owner's obligations under this Assignment shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any Collateral or any of the obligations belonging to any Borrower, guarantor, co-Owner or third party or any of its rights against any Borrower, guarantor, co-Owner, third party, Collateral, or any other property securing the Obligations.

7. SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon and inure to the benefit of Owner and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

8. NOTICE. Any notice or other communication to be provided under this Assignment shall be in writing and mailed to the parties at the addresses described in this Assignment or such other address as the parties may designate in writing from time to time.

9. SEVERABILITY. If any provision of this Assignment violates the law or is unenforceable, the rest of the Assignment shall remain valid.

10. APPLICABLE LAW. This Assignment shall be governed by the laws of the state of _____. Unless applicable law provides otherwise, Owner consents to the jurisdiction and venue of any court located in such state selected by Lender in the event of a legal proceeding under this Assignment.

11. COLLECTION COSTS. To the extent permitted by law, Owner agrees to pay on demand Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys or other agents (including without limitation, paralegals, clerks and consultants), whether or not such attorney or agent is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing or protecting any right or remedy under this Agreement, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions.

12. MISCELLANEOUS. Owner waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Owner in this Assignment shall include all persons signing below. If there is more than one Owner, their liability shall be joint and several. This Assignment represents the complete and integrated understanding between Owner and Lender regarding the terms hereof. If applicable, all references herein to Certificates of Deposit shall also include Share Certificates. Time is of the essence in the performance of this agreement.

13. REPRESENTATION AS TO OWNERSHIP. Owner represents and warrants that (a) Owner is the sole owner of the Collateral described above and that no other person or entity has any claim against or interest in such Collateral and (b) the amount of each Certificate of Deposit set forth above is the correct balance of each such Certificate of Deposit as of the date hereof.

14. JURY TRIAL WAIVER. LENDER AND OWNER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.

15. ADDITIONAL TERMS:

OWNER ACKNOWLEDGES THAT OWNER HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS ASSIGNMENT. OWNER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS ASSIGNMENT.

Dated:

OWNER:

OWNER:

OWNER:

OWNER:

OWNER:

OWNER:

OWNER:

OWNER: