

CONTROL AND TRANSFER AGREEMENT

This Control and Transfer Agreement dated, _____, 20____, (the "Agreement") is by and between Hunt County Bail Bond Board, (the "County"); _____ a licensed Bail Bondsman or Texas licensed attorney in Hunt County, (the "Debtor"); and _____, a financial institution licensed and regulated by the federal government, and insured by the Federal Deposit Insurance Corporation or other similar institutional insuring agency (the "Bank").

PREAMBLE

The Bank has established account number _____ in the name of the Debtor, (the "Account"), to hold one certificate of deposit owned by the Debtor, **as evidenced by the original book entry print-out from the Bank, as attached hereto and made a part of this Agreement.**

Debtor has granted the County a security interest in the Account.

The County, Debtor and Bank are entering this Agreement to perfect the security interest of the County in the Account.

TERMS

Section 1 – The Account. The Debtor hereby represents and warrants that it is the lawful owner of the Account, that there are no liens, claims, pledges or other encumbrances against the Account, and that the Debtor has the legal right to make this Agreement. All parties agree that the Account is a "Deposit Account" within the meaning of Article 9 of the Uniform Commercial Code of the State of Texas (the "UCC") and that all property held by the Bank in the Account will be treated as financial assets under the UCC. Without the prior written consent of the County and Debtor, the Bank will not agree with any third party to comply with entitlement orders or other directions concerning the Account originated by such third party.

Section 2 – Priority of Lien. The security interest in favor of the County is subject only to a lien, claim or right of setoff that the Bank may have, now or in the future, against interest accrued on the certificate of deposit contained in the Account on account of the non-payment by Debtor of any customary fees or charges imposed by the Bank in connection with the Account.

Section 3 – Control. Subject to the provisions of Section 2, the Bank will comply with entitlement orders originated by the County concerning the Account without further consent by the Debtor, and will not comply with any entitlement orders or other directions concerning the Account originated by the Debtor without prior written consent of the County. Notwithstanding the foregoing, until the Bank receives written direction from the County to the contrary, the Bank may deliver any interest credited to the Account in accordance with the Debtor's instructions.

Section 4 – Limited Responsibility of the Bank. The Bank shall have no responsibility or liability to the County for action on directions from the Debtor with respect to the delivery of interest credited to the Account that is received by the Bank before the Bank receives written direction from the County to the contrary and has a reasonable opportunity to act on such direction. The Bank shall have no responsibility or liability to the Debtor for complying with entitlement orders or other directions concerning the Account originated by the County, and it shall have no responsibility to investigate the appropriateness of any such entitlement order or direction, even if Debtor notifies the Bank that the County is not legally entitled to originate any such entitlement order or direction. The Bank shall be able to rely upon any notice order from the County that it

reasonably believes to be genuine. This Agreement does not create any obligation or duty on the part of the Bank other than those expressly set forth herein.

Section 5 – Claims Against the Bank. The Bank shall not be liable for any costs, expenses, damages, liabilities or claims, including attorneys' and accountants' fees (collectively "Losses") incurred by or asserted against the County in connection with its obligations or activities hereunder, except those Losses arising out of the bad faith, gross negligence or the criminal acts or omissions on the part of the Bank. In no event shall the Bank be liable hereunder to the County or Debtor for special, indirect or consequential damages.

Section 6 – Indemnification of the Bank. The Debtor and the County hereby agree to indemnify and hold harmless the Bank, its directors, officers, agents and employees against any and all claims, causes of action, liabilities, lawsuit, demands and damages, including without limitation, any and all court costs and reasonable attorney's fees, in any way related to or arising out of or in connection with this Agreement or any action taken or not taken pursuant hereto, except to the extent caused by the Bank's bad faith, gross negligence or criminal acts or omissions.

Section 7 – Other Agreements. In the event of a conflict between this Agreement and any other agreement between the Bank and the Debtor, the terms of this Agreement will prevail.

Section 8 – Termination. The Bank reserves the right, unilaterally, to terminate this Agreement, such termination to be effective thirty (30) days after written notice thereof is received by the Debtor and the County.

Section 9 – Transfer. For value received, the Debtor jointly and severally assigns, sets over and transfers to the Treasurer of the County, the Account. It is understood and agreed that this Agreement is made for the purposes of securing the payment of any and all legal judgments growing out of the forfeiture of bail bonds executed by the Debtor. The County waives any right to interest or entitlement dividends arising from the Account. Any insurance proceeds issued by the FDIC, or any other similar financial institutional insuring agency, in favor of the Debtor for any and all accounts in the name of the Debtor at this Bank, shall first be applied toward this Account, as defined herein.

Section 10 – Authority. The Debtor hereby irrevocably authorizes and empowers the County to redeem the Account if the Debtor fails to satisfy judgments within thirty (30) days subsequent to the date of issue by presentment of a judgment to the County Treasurer.

Section 11 – Amendments. Except as otherwise provided herein, no amendment, modification or termination of this Agreement, nor any assignment of any rights hereunder shall be binding on any party hereto unless it is in writing and is signed by each of the parties hereto, and any attempt to so amend, modify, terminate or assign except pursuant to such a writing shall be null and void. No waiver of any rights hereunder shall be binding on any party hereto unless such waiver is in writing and signed by the party against whom enforcement is sought.

Section 12 – Severability. If any term or provision set forth in this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

Section 13 – Successors. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or heirs and personal representatives. This Agreement may be assigned by the County, provided written notice thereof is given by the County to the Bank and the Debtor.

Section 14 – Notices. Except as otherwise provided herein, any notice, order, instruction, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or three (3) days after the date mailed by certified or registered

United States mail, return receipt required, postage prepaid, and addressed to the party at the address set forth below:

COUNTY:

Hunt County Bail Bond Board
2507 Lee Street
Greenville, Texas 75401

DEBTOR:

BANK:

Any party may change its address for notices in the manner set forth above.

Section 15 – Choice of Law. This Agreement shall be governed by and construed in accordance with the law of the State of Texas without reference to the conflicts of law provision and exclusive venue shall be in Hunt County, Texas.

AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE BY:

THE COUNTY:

Printed Name: _____
Hunt County Bail Bond Board
By its Presiding Officer or Designee

State of Texas §
County of Hunt §

This instrument was acknowledged, subscribed and sworn to before me on the ____ day of _____, 20 ____, by _____, the Presiding Officer or Designee of the Hunt County Bail Bond Board, who is personally known to me.

Notary Public

THE DEBTOR:

Printed Name: _____

State of Texas §
County of Hunt §

This instrument was acknowledged, subscribed and sworn to before me on the ____ day of _____, 20 ____, by _____, the Debtor, who is personally known to me.

Notary Public

THE BANK:

Printed Name: _____

State of Texas §
County of _____ §

This instrument was acknowledged, subscribed and sworn to before me on the ____ day of _____, 20 ____, by _____, the Officer of the Bank, who is personally known to me.

Notary Public