

# AIA | *Surety*

October 27, 2021

FILED FOR RECORD  
BECKY LANDRUM  
COUNTY CLERK HUNT CO. TX

21 NOV -1 PM 3:17

DEPUTY

Becky Landrum  
2507 Lee Street  
Greenville, TX 75401

Re: Assignment and assumption agreement & release of International CD

Dear Becky,

Enclosed is the assignment and assumption agreement as well as the release of assignment for the International CD. These items were approved at the October 19<sup>th</sup> bail bond board meeting. Once both items are signed, please email a copy to me; originals are not needed.

If you have any questions, please feel free to call me at (512) 879-4011.

Sincerely,

*Leisha King*

Leisha King  
Texas Account Manager- AIA

Enclosures (2)

RELEASE OF ASSIGNMENT

THE STATE OF TEXAS

COUNTY OF Hunt

Whereas the undersigned, of the County of Hunt, and State of Texas, is the hold of the assigned Security described below:

SECURITY: Certificate of Deposit - # 399603117

FINANCIAL INSTITUTION: Amegy Bank

PAYABLE TO: International Fidelity Insurance Company

FACE AMOUNT: \$50,000.00

AGENT: Donna Fletcher

Whereas, the Assigned Security is no longer needed as security in Hunt County.

Now, therefore, the Hunt County Treasurer releases to International Fidelity Insurance Company, the Security, and declares said property, fully discharged of all assignment.

Witness our hand this 16<sup>th</sup> day of November of 2021.

By: *Brittini Turner*  
Treasurer, Hunt County

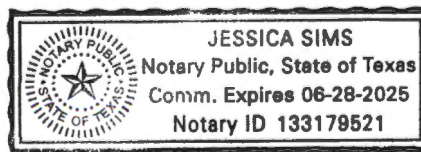
THE STATE OF TEXAS

COUNTY OF Hunt

Before me, the undersigned authority, on this day personally appeared *Brittini Turner* and executed the foregoing Release.

Sworn and subscribed to before me this 16<sup>th</sup> day of November, 2021.

*Jessica Sims*  
Notary Public In and For the State of Texas



## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** ("Assignment"), dated as of the effective date set out below, is entered into by and between International Fidelity Insurance Company ("Assignor"), Allegheny Casualty Company ("Assignee"), and the Hunt County Bail Bond Board ("Board") (sometimes collectively referred to herein as "party" or the "parties").

### **RECITALS**

**WHEREAS**, Assignor is an insurance company authorized to do business in the State of Texas and is a duly licensed surety licensed to write bail bonds by the Hunt County Bail Bond Board through its agent Donna Fletcher.

**WHEREAS**, Assignee is an insurance company authorized to do business in the State of Texas and is a duly licensed surety licensed to write bail bonds by the Hunt County Bail Bond Board through its agent Donna Fletcher.

**WHEREAS**, Assignor has assigned to Assignee all right, title, interest and obligations to and under the Producer Underwriting Agreement "(PUA)" between Donna Fletcher and Assignor. As such, Assignee has accepted and assumed all bail bond liability written by Donna Fletcher under the PUA.

**WHEREAS**, Assignor and Assignee seek to enter into this Assignment and Assumption Agreement ("Agreement"), pursuant to which Assignor assigns and transfers to Assignee, and Assignee accepts and assumes all liability for bail bonds written and posted by Assignor through Donna Fletcher, and any other of Assignor's agents licensed by the Hunt County Bail Bond Board. ("Bonds") (license number 0015);

**WHEREAS**, Assignee will step into the shoes of Assignor and resolve, and otherwise pay, any outstanding Bond liability, including judgments, for and on behalf of Assignor. Should Assignee fail to fulfill its obligations under this Agreement, the Board may pursue any and all remedies for Bond liability against both Assignor and Assignee;

**WHEREAS**, the Board has authority to agree to and approve this Assignment;

**WHEREAS**, this Assignment includes each and every Bond written and posted by Assignor through its corporate license in Hunt County, Texas by its agent Donna Fletcher which has not been discharged, irrespective of whether the bond was transferred to another Texas County pursuant to a warrant; all such Bonds are identified by Exhibit A, attached hereto;

**WHEREAS**, the purpose of this agreement is to allow the Board to transfer all open Bond liability to Assignee from Assignor and to thereby release the existing Certificate of Deposit ("CD") on file with the Board and/or Hunt County Treasurer on behalf of Assignor;

**NOW, THEREFORE**, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, Assignee and Board hereto hereby agree as follows:

1. Recitals. The Recitals are fully incorporated herein by this reference.
2. Assignment. Assignor hereby assigns and transfers to the Assignee, and Assignee hereby assumes, all liability for the Bonds identified by Exhibit "A."
3. Power of Attorney. Assignor hereby constitutes and irrevocably appoints Assignee, and its successors and assigns, as the true and lawful attorney in fact of Assignor for all matters relating to the Bonds, with full power of substitution, in the name of Assignor, or otherwise, and on behalf and for the benefit of the Assignee and its successors and assigns, including (a) to demand and receive from time to time any and all information from the County regarding the Bonds listed on the attached Exhibit A, and to give receipts, releases and acquittances for and in respect of the same or any part thereof, and (b) from time to time to institute, prosecute, compromise and settle on behalf of and for Assignor any and all proceedings at law, in equity or otherwise arising out of the Bonds, which the Assignee may deem proper to collect, assert or enforce. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable assigned by Assignor to Assignee.
4. Bail Bond Board Approval. The Board acknowledges and approves that assignment and assumption set out herein and that it is the intent of Assignor and Assignee that any and all Bond liability for Assignee is hereby assigned and transferred to Assignee (Board License Number 0027 for Allegheny Casualty Company, agent Donna Fletcher), and that upon execution of this Assignment by the Board, the Board shall release any and all security (that is, the CD) of Assignor held by the Board for License Number 0015. The security will be released to Assignor.
5. Further Assurances. Each party hereto covenants that it will, whenever and as often as reasonably required so to do by the other party hereto, execute, acknowledge and deliver any and all such other and further deeds, assignments, transfers, conveyances, confirmations, powers of attorney and any instruments of further assurance, approvals and consents as such other party may reasonably require in order to complete, ensure and perfect the transfer, conveyance and assignment to the Assignee of all the right, title and interest in and to the Bonds under License Number 0015 hereby assigned.
6. Miscellaneous Provisions. It is agreed between the parties that this assignment will serve as the power that is to be attached to each bond subject to this agreement.
7. Statute of Limitations. It is also agreed between the parties that should Assignee fail to fulfill its obligations regarding any Bond set out on list attached as Exhibit A, then in that event, such breach shall toll the statute of limitations against Assignor for any action between Assignor and Hunt County on behalf of the State of Texas regarding the resolution of a judgment nisi.
8. Third Party Beneficiaries. It is the intent of this agreement that Hunt County, Texas shall be construed to be a third-party beneficiary of this Agreement.



9. No Waiver. It is understood and agreed that nothing in this Assignment shall constitute a waiver or release of any liabilities, duties or obligations imposed upon the Assignor or Assignee by the terms of this Agreement, or will constitute any available defenses that may be asserted in any Bond forfeiture proceeding regarding the Bonds listed as Exhibit A.

10. Binding Effect: Assignment. This Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Governing Law; Resolution of Controversy or Claim. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

12. Construction. This Assignment is delivered pursuant to and in accordance with the Agreement. The delivery of this Assignment shall not affect, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, terms and provisions of the Agreement, all of which shall survive the delivery of this Assignment to the extent, and in the manner set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall prevail as between Assignor and Assignee and the terms of the Assignment will shall prevail regarding the Hunt County Bail Bond Board or Hunt County.

13. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of a copy of this Assignment bearing an original signature by facsimile transmission or by electronic mail in "portable document format" form shall have the same effect as physical delivery of the paper document bearing the original signature.


14. Amendments in Writing. The parties acknowledge that this Assignment sets out the entire understanding of the parties and this Assignment cannot be amended unless it is in writing and executed by Assignor, Assignee and the Board.

**IN WITNESS WHEREOF**, Assignee, Assignor and Board have each caused this Assignment to be executed and delivered personally or by their respective officers thereunto duly authorized as of the date first above written.

Effective this 27<sup>th</sup> day of October 2021.

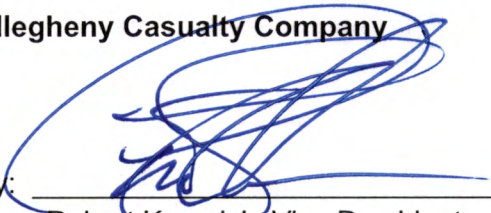
**ASSIGNOR:**

**International Fidelity Insurance Company**

By:   
James D. Portman, Vice President

**ASSIGNEE:**

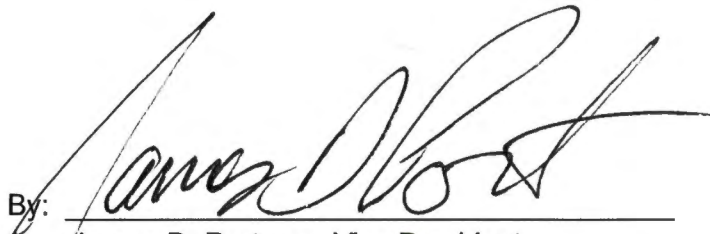
**Allegheny Casualty Company**

By:   
Robert Kersnick, Vice President

**BAIL BOND BOARD:**

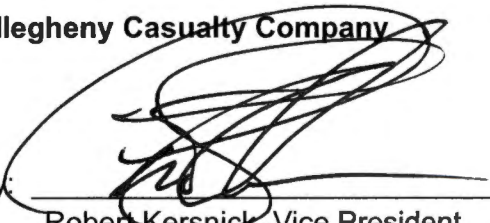
**Hunt County Bail Bond Board**

By: \_\_\_\_\_

By:   
James D. Portman, Vice President

**ASSIGNEE:**

**Allegheny Casualty Company**

By:   
Robert Kersnick, Vice President

**BAIL BOND BOARD:**

**Hunt County Bail Bond Board**

By:   
\_\_\_\_\_

# **EXHIBIT A**



POWER #	LAST NAME	FIRST	CHARGE	COUNTY	BOND	DATE	CLOSED
IS15K-222951	RUSH	GRADY	PCS PG1 <1GR	HUNT	\$ 12,000.00	6/8/2012	
IS6K-623367	THOMAS	MICHAEL	PCS PG1 <1GR	HUNT	\$ 5,000.00	5/7/2013	
IS15K-411294	HALL	TREVOR	ASSAULT PUBLIC SERVANT	HUNT	\$ 15,000.00	10/9/2018	
IS15K-406795	HALL	TREVOR	ASSAULT PUBLIC SERVANT	HUNT	\$ 15,000.00	10/9/2018	
IS1K-465492	McNAIRY	DOMINIQUE	FTA/PROSTITUTION	HARRIS	\$ 1,000.00	3/15/2019	
IS1K-342008	SOTO	GERARDO	MTR/DWI 2ND	HUNT	\$ 3,000.00	5/16/2019	
IS1K-1016941	LADARRIUS	LONDON	BURGLARY OF HABTATION	DALLAS	\$ 5,000.00	5/22/2019	
IS1K-465495	HARRIS	KETRICK	DWLI WPC	HUNT	\$ 1,000.00	7/26/2019	
IS15K-438490	TEY	BRADLEY	DWI 3+	HUNT	\$ 10,000.00	9/2/2019	
IS3K-342009	SLATER	JALEN	FAKE STATEMENT PROP	TARRANT	\$ 1,500.00	9/25/2019	
IS3K-342010	SLATER	JALEN	THEFT PROP2500/30K	TARRANT	\$ 1,500.00	9/25/2019	
IS3K-342011	YOW	CHRISTINA	MTR/POM<2OZ	ROCKWALL	\$ 1,500.00	11/15/2019	
IS15K-446620	CUNNINGHAM	MINDY	PCS PG1>1G<4G	HARRIS	\$ 7,500.00	1/3/2020	
IS30K-237813	LAMBERT	NORMAN	FTA/DWI 2ND	ANDERSON	\$ 10,000.00	1/8/2020	
IS30K-237814	BOYSAW	JAVION	ROP:UUMV	HUNT	\$ 15,000.00	1/20/2020	
IS6K-1054428	ROBICHEAUX	JOSEPH	UNL. USE OF INSTRUMENT	HUNT	\$ 5,000.00	1/24/2020	
IS6K-1054429	STROGEN	BRANDON	BF/POM < 2OZ	HOPKINS	\$ 5,000.00	3/3/2020	
IS100K-65385	GREEN	DARRELL	THEFT PROP 2500-30K	HUNT	\$ 50,000.00	5/15/2020	
IS3K-355364	CANALES	RUBEN	STALKING	DALLAS	\$ 2,500.00	5/18/2020	
IS15K-447690	ELLIS	KIMBERLY	MTA/PCS/PRESCRIP SCH III/IV	COLLIN	\$ 10,000.00	6/25/2020	
IS30K-237815	VANBEVERS	WESLEY	BF/PCS PG 1 < 1G	HUNT	\$ 20,000.00	12/9/2020	
IS30K-241613	HERRERA	OSCAR	PCS PG 1 1G-4G	HUNT	\$ 25,000.00	2/21/2021	
IS6K-1064148	SPELLMAN	FELICIA	REFER WRIGHTS OF GUARDIAN OF V	DALLAS	\$ 5,000.00	3/9/2021	
IS100K-66352	COOK	CLUADEA	BANDON ENDANGER CHILD CRIM NE	VAN ZANDT	\$ 75,000.00	4/1/2021	
IS15K-453625	MONTANTES	JOSE	ARRYING WEAPON ON ALCOHOL PR	HUNT	\$ 15,000.00	4/25/2021	
IS6K-1064149	CASTILLO	MARISSA	FTA/DWLI W/PREV	HUNT	\$ 5,000.00	5/8/2021	
IS3K-365484	HARRIS	JHONATHON	ASSAULT CBI FM	HUNT	\$ 2,000.00	6/11/2021	
IS3K-365485	THOMAS	ALEXIS	ASSAULT CBI FV	HUNT	\$ 1,500.00	6/27/2021	
IS3K-365486	CASTRO	FELIX	BF/ASSAULT CBI FV	HARRIS	\$ 2,000.00	7/21/2021	
IS6K-1064150	GARZA	PATRICK	SIST ARREST SEARCH OR TRANSPC	COMAL	\$ 3,500.00	7/28/2021	