

ASSIGNMENT TO ATTORNEY GENERAL OF THE STATE OF COLORADO
ADMINISTRATOR, COLLECTION AGENCY BOARD
DEPARTMENT OF LAW

The Undersigned, _____
(Collection Agency/Assignor Name), whose principal place of business is located at _____
_____, do/does hereby assign and set over to the Attorney
General of the State of Colorado, the People of Colorado and the Administrator of the Colorado
Collection Agency Board ("Administrator"), all right, title, and interest of any kind whatsoever,
owned or held by Assignor in and to the insured account of Assignor in the _____
_____(bank name) whose address is _____
_____, Colorado, as evidence by an account in the amount of _____
_____ Dollars (\$ _____), identified as
Account Number _____, which is delivered to the Administrator by Assignor.

Assignor agrees and stipulates that this Assignment carries with it the right in and to the
insurance of this account provided by the Federal Deposit Insurance Corporation. This
Assignment is given to the Administrator under the provisions of ' 11-35-101, C.R.S., and is,
along with all representations, warranties, powers, and rights herein contained or resulting
herefrom, binding on Assignor, its/his/her/their heirs, devisees, personal representatives,
successors, and assigns, except as provided herein, jointly and severally, for the use of the People
of the State of Colorado and the Administrator of the Colorado Collection Agency Board, and is
conditioned that Assignor has made, or is about to make, application to the Administrator for a
collection agency license. This Assignment shall be for a period from the date hereof until two
(2) years from the date of surrender, revocation or expiration of said collection agency license or
until such earlier date that the Administrator declares this Assignment null and void by written
notice to both the Association/Bank and Assignor. Upon thirty (30) days written notice by the
Administrator seeking forfeiture of this account of the Assignor and furnishing proper
representation that all requirements of the law, including the organic law under which the
Administrator is empowered to act, have been met, this agreement and account number _____
_____ shall be immediately declared to be the property of the Administrator and subject to
immediate withdrawal by the appropriate State Official as required by law.

IN ACCORDANCE WITH § 11-35-101, C.R.S., THE AMOUNT OF
_____ DOLLARS (\$ _____) SHALL BE THE
AGGREGATE LIABILITY OF ASSOCIATION/BANK.

Assignor represents and warrants that:

- (1) the savings account book, certificate of deposit, or other evidence of this account is
delivered herewith to the Administrator to be held by the Administrator in safekeeping for
the use of the People of Colorado and the Administrator and the Assignor;

(2) the account book, certificate of deposit, or other evidence of this account is genuine and in all respects what it purports to be;

(3) it/he/she/they is/are the owners thereof free and clear of all liens and encumbrances of whatever kind; and

(4) it/he/she/they has/have the full power, right and authority to execute and deliver this Assignment.

The Administrator represents that this method of Assignment was approved by affixing the signature of an appropriate state official below. The Administrator makes no representations as to the truthfulness or accuracy of the statements contained in provisions (2) through (4) above.

Assignor constitutes and appoints the Administrator the true and lawful attorney of Assignor with the full authority to transfer the account on the records of the Association/Bank upon compliance with this Assignment and the applicable law.

Assignor retains its/his/her/their right to be paid interest earned on the account, but only to the extent that no amount of interest accrued in this account shall be paid to the Assignor unless and until an amount equal to the maximum penalty and interest that will be forfeited due to withdrawal prior to termination or maturity of this account is accrued and retained in this account. In no event shall the principal of the instrument be diminished below the required amount in lieu of bond to pay interest to Assignor. Once the maximum penalty and interest is accrued and retained in this account, further accruals of interest may be paid to the Assignor according to the regulations governing the Association/Bank. Assignor acknowledges that if the principal of the instrument is partially or wholly withdrawn by the appropriate state official prior to the termination of this Assignment, the account may be subject to a penalty and interest will be forfeited according to state or federal regulations governing the Association/Bank.

DATED this ____ day of _____, 20____, at _____(city, state)

(Print collection agency name/assignor exactly as shown above)

By: _____
(Signature of person authorized to sign for Assignor)

(Print signer's name)

(Print signer's title)

**FIRST ENDORSEMENT, RECEIPT FOR NOTICE OF ASSIGNMENT
AND WAIVER OF OFFSET**

Receipt is hereby acknowledged to the Attorney General of the State of Colorado and the Administrator, of written notice of the assignment to the Administrator of the above-identified account. We have noted our records to show the interest of the Administrator in said account as shown in and by the Assignment above. We have retained a copy of this Assignment. We hereby certify that: (1) we are an association/bank doing business in this state whose accounts are insured by the Federal Deposit Insurance Corporation; and (2) we have not received any notice of lien, encumbrance, hold, claim, or other obligation against the above-identified account prior to its assignment to the Administrator; and (3) we will not honor any requests for withdrawals of funds from the above-identified account except for interest earned on the account, as provided herein, without presentation of evidence of ownership of this account; and (4) as of this date, there is no prepaid interest on the above-identified account. We agree to make payment in accordance with Colorado and federal law applicable to Association/Bank, respectively.

During the effective period of this assignment, the Association/Bank waives all rights to make or claim any offset against the account by reason of any debts, present or future, of Assignor to the Association/Bank.

DATED this ____ day of _____, 20____, at _____(city), Colorado.

(Name of bank or savings and loan association)

By: _____
(Signature of Officer of Bank/Association)

(Title of officer)

**SECOND ENDORSEMENT AND RECEIPT FOR NOTICE OF
ASSIGNMENT AND DIRECTION TO PAY EARNINGS**

Receipt is hereby acknowledged of the above Assignment, the account identified in the above Assignment, and evidence of the account. Upon termination of this Assignment, the association/bank named in the above Assignment is hereby authorized and directed to pay any balance remaining in the above-identified account to the above-named Assignor, unless the Administrator exercises its right to the funds in said account in whole or in part, as provided in this Assignment and by applicable Colorado law.

DATED this ___ day of _____, 20____, at _____, Colorado.

Administrator
Colorado Collection Agency Board
1525 Sherman Street, 5th Floor
Denver, Colorado 80203

By: _____

(Title)

8/02