

LEXINGTON NATIONAL INSURANCE CORPORATION

200 East Lexington Street, Suite 501, Baltimore, Maryland 21202

(410) 625-0800

CONTINGENT PROMISSORY NOTE

\$ \_\_\_\_\_, Date: \_\_\_\_\_ City/State: \_\_\_\_\_

On demand after date, for value received, the undersigned, jointly and severally if more than one, promise to pay to the order of Lexington National Insurance Corporation \_\_\_\_\_ DOLLARS, at \_\_\_\_\_ with interest thereon at a rate of \_\_\_\_\_ percent, per annum from call date until fully paid. Interest payable semi-annually. The maker(s) and each endorser (if any) of this contingent promissory note agrees to waive demand, notice of non payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of any attorney, to pay reasonable attorney’s fees and assessable costs, for making such collection. Deferred interest payments to bear interest from maturity at \_\_\_\_\_ percent, per annum, payable semi-annually.

It is further agreed and specifically understood that this contingent promissory note shall become null and void in the event the said defendant, \_\_\_\_\_ shall appear in the proper court at the time or times so directed by the Judge or Judges of competent jurisdiction and until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder, otherwise to remain in full force and effect.

Witness \_\_\_\_\_ (Seal)

Date \_\_\_\_\_ (Seal)

INDEMNITY AGREEMENT

WHEREAS, LEXINGTON NATIONAL INSURANCE CORPORATION, a Maryland corporation (hereinafter called the SURETY), at the request of the undersigned, and upon the security hereof, has or is about to become SURETY on an appearance bond for \_\_\_\_\_ in the sum of \_\_\_\_\_ Dollars by its certain bond or undertaking, which bond or undertaking and the application made to the SURETY and/or its Agent in connection therewith are expressly incorporated herein:

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, receipt whereof by each of us is hereby acknowledged, the undersigned, jointly and severally if more than one, do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

1. That the undersigned will have the aforesaid \_\_\_\_\_ forthcoming before the above court named in said bond, at the time therein fixed, and from day to day and term to term thereafter, as may be ordered by said court. The undersigned represent and warrant that all information provided in connection with the application for the said bond or undertaking is true and correct.
2. That the undersigned will at all times indemnify and save the said SURETY harmless from and against every and all claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgement or adjudication whatsoever which the said SURETY shall or may for any cause at any time sustain or incur, by reason or in consequence of said SURETY having executed said bond or undertaking, and will, upon demand, place with the said SURETY the requisite funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit, order, judgement or adjudication against it, by reason of such Suretyship, and before it shall be required to pay the same.
3. That the voucher or other evidence of any payment made by the said SURETY, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned’s estate both as to the property thereof and as to the extent of the liability thereof to the said SURETY.
4. That the said SURETY may withdraw from its Suretyship upon said bond or undertaking at any time that it may see fit, as provided by law.
5. That the agreement shall not be returned by the said SURETY at the time it shall be satisfied of the termination of its liability under said bond or obligation, but shall be retained as security for any liability that may at anytime thereafter occur.
6. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.
7. In connection with the said bond or undertaking, including but not limited to, verifying information provided and/or obtaining information for reimbursement pursuant to the indemnity obligation herein contained, the undersigned, jointly and severally, do hereby waive any and all rights they may have under Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law, and the undersigned further consent to and authorize the SURETY, and/or its Agent, to obtain any and all private or public information and/or records concerning the undersigned from any party or agency, private or governmental (local, State, Federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, worker compensation records, and employment records. Each authorizes, without reservation, any party or agency, private or governmental (local, State, Federal), contacted by SURETY, and/or its Agent, to furnish any and all private and public information and records in their possession concerning the undersigned to SURETY, and/or its Agent, and directs that a copy of this document shall serve as evidence of said authorization.
8. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.

SIGNED, SEALED AND DELIVERED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

WITNESSES

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_(seal)

Print: \_\_\_\_\_ Print: \_\_\_\_\_

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_(seal)

Print: \_\_\_\_\_ Print: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, who is/are personally known to me or who has/have produced \_\_\_\_\_ as identification and who did/did not take an oath.

A  
G  
E  
N  
C  
Y

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Power Nos. \_\_\_\_\_