

**ESCROW AGENT AGREEMENT
(Clerk of Superior Court Accounts)**

This Agreement made and executed this the _____ day _____, _____ by and between _____ (the "Depository"), _____ in his her capacity as Clerk of Superior Court of _____ County ("the Clerk"), and _____ (the Escrow Agent").

WHEREAS, the Depository is required by N.C.G.S. 7A-112 and 7A-112.1 to collateralize the uninsured public deposits of the Clerk; and

WHEREAS, the Clerk and the Depository have executed a "Security Agreement;" and

WHEREAS, the Escrow Agent qualifies to serve as an escrow agent:

NOW THEREFORE: it is mutually agreed between the parties as follows:

1. All pledging arrangements shall be in accordance with, and subject to the provisions of N.C.G.S. 7A-112, be subject to the referenced "Security Agreement;" and be subject to the North Carolina Uniform Commercial Code.
2. The Escrow Agent will, as agent for the Clerk, hold perfected collateral securities of the Depository in the name of and for the account of the Clerk, providing the Clerk with written notice of the pledge of the securities.
3. The Escrow Agent will not release any collateral securities or proceeds of maturing securities, nor accept any substitution thereof, without written authorization from the Clerk.
4. Unless notified of an event of default of the Depository as provided for herein, all normal income and principal distribution shall be paid to the Depository.
5. Upon receipt of written notice from the Clerk or from North Carolina Administrative Office of the Courts ("NCAOC") of an event of default as defined in the Security Agreement, the Escrow Agent shall deliver to the Clerk, the collateral securities, and in addition, any principal or income distributions not yet paid to the Depository.
6. Except as otherwise provided herein, the Escrow Agent may accept and act upon instructions from the Depository, the Clerk, or the NCAOC which the Escrow Agent believes to be genuine, given in person, by telephone, or by other means of communication. Correspondence deemed to be genuine which is delivered by fax transmittal may satisfy any requirement of a written notice or
7. This Agreement is continuing and binding upon the parties and their respective successors and assigns.
8. All notices pursuant to this Agreement shall be made to the following addresses:

Clerk: _____

Escrow _____

Depository: _____

IN WITNESS WHEREOF, said parties have executed this Agreement in triplicate originals, one of which is retained by each of the parties.

ACCEPTED: _____ Escrow Agent _____ Depository

By: _____ By: _____
Authorized Signature Authorized Signature

Clerk of Superior Court
By: _____
Authorized Signature

Triplicate Originals-Clerk, Depository, Escrow Agent
Copy-NCAOC Financial Services