

State of Florida
Department of Business and Professional Regulation
Division of Drugs, Devices and Cosmetics

LIMITED PRESCRIPTION DRUG VETERINARY WHOLESALE DISTRIBUTOR
ASSIGNMENT OF CERTIFICATE OF DEPOSIT

Form No.: DBPR-DDC-116

THIS ASSIGNMENT is made this ____ day of _____ 20__, by _____ (hereinafter "Wholesale Distributor"),
(Names as it appears on license/permit)
at _____, _____, _____, to the State
(Street Address) (City) (State)
of Florida, Florida Department of Business and Professional Regulation (hereinafter the "Department").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Wholesale Distributor assigns to the Department its right and title in saving certificate of deposit (CD) number _____ in the amount of Twenty Thousand Dollars (\$20,000) issued by the _____ Bank as outlined in this document.

1. The condition of this assignment is that the Wholesale Distributor is a permitted limited prescription drug veterinary wholesale distributor as defined in section 499.01(2)(m) Florida Statutes (F.S.), and is required by the Department, pursuant to section 499.01(2)(m)4, Florida Statutes, to submit a means of security in the amount of **\$20,000**. The purpose of this assignment of CD is to ensure compliance with the requirements of and for wholesale distribution of prescription drugs as set forth in the Florida Drug and Cosmetic Act, Chapter 499, Florida Statutes (the Act) and the rules adopted thereunder, and to secure payment of any administrative penalties imposed by the Department and any fees and costs incurred by the Department regarding that permit which the Wholesale Distributor fails to pay 30 days after the fine, fee or cost becomes final.
2. If the Wholesale Distributor, its agents and employees faithfully conform to and abide by the provisions of the Act and rules adopted thereunder, together with all amendatory and supplementary statutes and rules, now and hereafter enacted, then this obligation shall be null and void otherwise, it shall be in full force and effect. The Department may make a claim against this assignment until one year after the Wholesale Distributor's limited prescription drug veterinary wholesale distributor permit issued under the Act ceases to be valid or until 60 days after any administrative or legal proceeding authorized in the act, which involves the Wholesale Distributor is concluded, including any appeal, whichever occurs later.
3. The Wholesale Distributor may not withdraw or otherwise, use, pledge or cancel the subject certificate of deposit while this assignment is in effect.

4. The total aggregate liability of the assignment of the CD shall be limited to the sum of **\$20,000** and is for any possible non-compliance by the Wholesale Distributor with the Act and rules adopted thereunder, and for payment for any administrative penalties imposed by the Department and any fees and costs incurred by the Department, both regarding the Wholesale Distributor's operation as a limited prescription drug veterinary wholesale distributor, which the Wholesale Distributor fails to pay 30 days after the fine, fee or cost becomes final.
5. The assignment shall be deemed to run continuously, and shall remain in full force and effect for one year after the Wholesale Distributor's limited prescription drug veterinary wholesale distributor permit issued under the Act ceases to be valid or until 60 days after any administrative or legal proceeding authorized in the Act, which involved the Wholesale Distributor is concluded, including any appeal, whichever occurs later or as otherwise provided by law.
6. The Department, acting through the Secretary of the Department, reserves the right at any time, to terminate this assignment except as to any liability already incurred or accrued, by written notice of such termination to the bank delivered or mailed by certified or registered mail. On expiration of the period designated in such notice, which period shall not be less than 60 days from the time the notice was mailed, this assignment shall terminate and be of no further force or effect except as to any liability incurred or accrued prior to such termination.
7. The Wholesale Distributor reserves the right to terminate this assignment at any time, such termination to be effected by the Wholesale Distributor giving 60 days notice, including reason, by certified or registered mail to the bank and the **Florida Department of Business and Professional Regulation, Division of Drugs, Devices, and Cosmetics, 2601 Blair Stone Road, Tallahassee FL 32399-1047**. The assignment shall cease 60 days after receipt of the termination notice by the Department and the bank, or on the Wholesale Distributor filing and the Department accepting a surety bond or other equivalent means of security acceptable to the Department, such as an irrevocable letter of credit or a deposit in a trust account or financial institution, whichever first occurs. The assignment shall terminate and be of no further force or effect, except that the bank will maintain the subject certificate of deposit in effect to satisfy any liability, debt, or other obligation incurred or accrued prior to the effective date of such termination. The Wholesale Distributor shall, within 30 days of filing of the notice of termination of the assignment, provide the Department with a replacement means of security acceptable to the Department.
8. In the event the Wholesale Distributor and the bank, or either of them, is served with notice of any action brought against the Wholesale Distributor under this certificate of deposit, written notice of the filing of such shall be immediately given by the Wholesale Distributor or the bank, as each is served with the notice of action to: **Florida Department of Business and Professional Regulation, Division of**

Drugs, Devices, and Cosmetics, 2601 Blair Stone Road, Tallahassee FL 32399-1047.

9. In the event any action or proceedings are initiated with respect to this assignment, the parties agree that the venue shall be Leon County, State of Florida.
10. Should any proceedings be necessary to enforce this assignment instrument, the Department shall be allowed to recover any reasonable attorney's fees in addition to other sums found due.
11. It is agreed that this assignment shall be governed by and construed in according with the laws of the State of Florida.
12. Neither this certificate of deposit nor any interest in the certificate of deposit, may be assigned to others without the prior, express written consent of the Department and the bank.
13. No right of action shall accrue on account of this assignment for the use or benefit of any individual, partnership, corporation, or other entity, other than the Department and its successors or assigns responsible for implementing and enforcing the Act.

This assignment of certificate of deposit becomes effective as of the _____ day of _____, 20__.

IN WITNESS WHEREOF, the Wholesale Distributor has caused this assignment to be executed this _____ day of _____, 20__.

Wholesale Distributor; By: _____

Print Name: _____

Print Title: _____

Sworn to and subscribed in the State of _____, County of _____ before me this _____ day of _____, 20__ by _____, who is personally known to me or has provided a Driver's License, license number: _____.

Notary Public

Acknowledgment of Assignment

The undersigned officer of _____ (the "Bank") hereby on behalf of the Bank acknowledges the assignment of certificate of deposit number _____ to the State of Florida, Department of Business and Professional Regulation as security for payment of any administrative fines, penalties, fees and costs incurred by the Department regarding the prescription drug Wholesale Distributor permit issued to _____ noted in the above document.

IN WITNESS WHEREOF, _____ has caused this Acknowledgement to be executed on this _____ day of _____, 20__.

By: _____

Name of Financial Officer

Position