

**BOND  
NEW YORK LIMITED PURPOSE TRUST COMPANY**

Any changes, additions, or deletions to this form must be clearly marked on a draft copy of the form for review by DFS.

Date: \_\_\_\_\_

Bond No.: \_\_\_\_\_

WHEREAS, the Principal hereunder is seeking a charter or is chartered as a limited purpose trust company under the New York Banking Law and is required to maintain a surety bond in United States dollars in such form and amount as is acceptable to the Superintendent of Financial Services of the State of New York ("Superintendent");

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. THAT \_\_\_\_\_  
of \_\_\_\_\_ County  
of \_\_\_\_\_ State of \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, a surety  
company, having its principal place of business at \_\_\_\_\_  
County of \_\_\_\_\_ State of \_\_\_\_\_,  
and duly authorized to do business in the State of New York, as Surety, are held and  
firmly bound unto the Superintendent, as Obligee, in the principal sum of  
\$\_\_\_\_\_, for the exclusive use of the Obligee, for the following event or events  
(each individually, an "Occurrence") involving or relating to the Principal under the New  
York Banking Law or New York Financial Services Law: (i) the reimbursement to the  
Principal's customers of fees or other charges or amounts determined by the  
Superintendent in her sole discretion to be improperly charged to or collected from, or to  
be otherwise owed to, such customers; and (ii) the payment of past due examination costs  
of and assessments by the New York State Department of Financial Services, unpaid  
penalty amounts, and other obligations of the Principal under the New York Banking Law,  
New York Financial Services Law, or any other applicable law, rule, regulation, order, or  
agreement, to the Superintendent or to any other person(s), as determined by the  
Superintendent in her sole discretion; for the payment of which, well and truly to be made,  
Principal and Surety bind themselves, their heirs, executors, administrators, successors,  
and assigns, jointly and severally by these presents.

2. Occurrences shall be determined by the Superintendent in her sole discretion and may  
involve or relate to, without limitation, the activity of the Principal as a limited purpose trust  
company under the New York Banking Law; the insolvency, liquidation, or bankruptcy of  
the Principal; and the surrender, expiration, or revocation of the Principal's authorization  
as a limited purpose trust company under the New York Banking Law.

3. The Obligee shall notify the Surety in writing of any Occurrence which may cause the  
payment of this surety bond within one hundred eighty (180) days of a determination by  
the Obligee that said Occurrence has taken place. Payment of this surety bond shall be

made by the Surety to the Obligee upon a written demand by the Obligee to the Surety for such payment. Said demand for payment shall be made within one (1) year from the date upon which the Obligee notified the Surety of said Occurrence; provided, however, that in the event an Occurrence results in an administrative hearing to suspend or revoke the Principal's authorization as a limited purpose trust company under the New York Banking Law, or in a legal proceeding in a court of law, then the Obligee's demand for payment under this surety bond shall be made no later than one (1) year after either the issuance of the final order resulting from the hearing or the final decision in such court matter. The Surety shall pay to the Obligee the lesser of the amount of this surety bond in full or the actual amount due to the Obligee, as determined by the Obligee in her sole discretion, within forty-five (45) days of receipt of such written demand for payment.

4. This surety bond shall continue in full force and effect indefinitely, subject, however, to cancellation. If the Surety shall so elect, this surety bond may be cancelled by the Surety by filing with the Obligee a written notice of such cancellation by registered or certified mail with return receipt requested, any such cancellation to be effective not less than thirty (30) days after receipt by the Obligee of such notice. The filing of such notice shall not discharge the Surety from any liability already accrued under this surety bond or which shall accrue hereunder before the expiration of such thirty (30) day or other applicable period. The Surety shall remain liable for claims issued during the term of this surety bond and prior to the date of cancellation.

5. Regardless of the number of years this surety bond remains in force, the aggregate liability of the Surety for any and all claims upon this surety bond by the Obligee shall in no event exceed the full penal sum hereof, unless such sum has been replenished to comply with requirements of the Obligee.

In Witness Whereof, we have duly executed the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Principal

By: \_\_\_\_\_  
Name of Officer and Title

\_\_\_\_\_  
Name of Surety Company

By: \_\_\_\_\_  
Name and Title  
*(If Attorney in Fact, must attach valid Power of Attorney from Surety)*