

LICENSED MORTGAGE LOAN ORIGINATORS
ORIGINATING ENTITY BOND

Date:

Bond No.:
Entity NMLS ID No.:

WHEREAS, Article 12-E of the Banking Law of the State of New York requires each licensed mortgage loan originator to furnish a surety bond to the Superintendent of Financial Services of the State of New York (the "Superintendent") in an amount based on such mortgage loan originator's volume of business, as determined in accordance with Section 420.15 of the Superintendent's Regulations;

WHEREAS, a bond may be provided to an originating entity ("Originating Entity") for all mortgage loan originator's employed by the Originating Entity or for any such individual who is an independent contractor of the Originating Entity for delivery to the Superintendent; and

WHEREAS, this bond is provided to the Originating Entity for delivery to the Superintendent to comply with Section 599-k of the New York Banking Law with respect to the mortgage loan activities of its licensed mortgage loan originators employed by or who are independent contractors of Originating Entity and who are not covered by an individual bond (each an "Employee" and together "Employees") in the amount of

\$ _____;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I. THAT _____
of _____ County of _____ State of _____, as
Originating Entity, and _____, a
surety company, having its principal place of business in _____
County of _____ State of _____ and duly authorized to do business in the
State of New York, as Surety, each with respect only to the mortgage loan activities of its Employees, 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 (individually, an "Occurrence") involving
an Employee: (i) reimbursement of consumer fees or other charges determined by the Superintendent to have
been improperly charged or collected by an Employee in violation of the business conduct and consumer
protection laws and regulations applicable to Employees (each, an "Applicable Law"); (ii) payment of fines and
penalties assessed against an Employee for violations of an Applicable Law; (iii) in the event of the bankruptcy of
an Employee, or the surrender, termination or revocation of an Employee's license, payment of unpaid
Department of Financial Services fees or expenses assessed against such Employee; and, (iv) payment for
damages to persons through an Employee's acts or omissions related to his or her activities as mortgage loan
originator as determined by a court or hearing officer to have been in violation of an Applicable Law; for the
payment of which, well and truly to be made, Originating Entity and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally by these presents.

2. Oblige shall notify the Surety in writing of any Occurrence which may cause the payment of this surety bond on behalf of an Employee within ninety days of the discovery of the event or events giving rise to an Occurrence. Payment of this surety bond shall be made by the Surety to Oblige upon presentation of a written demand for payment to the Surety by Oblige. Said demand for payment shall be made within one year from the discovery of an Occurrence; provided, however, in the event an Occurrence results in an administrative hearing to suspend or revoke an Employee's license or legal proceeding in a court of law involving Employee, then the demand for payment under the bond shall be made within one year of issuance of Oblige's order resulting from the hearing or of a final decision in such court matter. The Surety shall pay to Oblige the lesser of the amount of the bond applicable to the mortgage loan activities of such Employee in full or the actual damages as determined by Oblige within ninety days of receipt of such written demand for payment.

3. This bond shall continue in full force and effect indefinitely, subject, however, to cancellation. If the Surety shall so elect, this bond may be cancelled at any time by the Surety by filing with Oblige 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 days after receipt by Oblige of such notice. The filing of such notice shall not discharge the Surety from any liability already accrued under this bond or which shall accrue herein before the expiration of such thirty day or other applicable period. The Surety shall remain liable for claims issued during the term of this bond and prior to the date of cancellation.

4. Oblige shall release this surety bond within six months (twelve months in the event matters covered by Section 4(iv) below are pending) of the bankruptcy of Originating Entity, or the termination, surrender or revocation of Originating Entity's license provided that the proceeds of the bond shall have first been applied to: (i) the reimbursement of all consumer fees or other charges determined by the Superintendent to be improperly charged or collected by an Employee in violation of an Applicable Law; (ii) all fines and penalties assessed against an Employee for violations of an Applicable Law; (iii) all Department of Financial Services examination costs, assessments and fees, if any, outstanding against any Employee; and, (iv) payment for damages to persons caused by any Employee's acts or omissions related to his or her activities as mortgage loan originator as determined by a court or hearing officer to have been in violation of an Applicable Law. Nothing contained herein to the contrary shall prevent Oblige from continuing to retain possession of the bond or its proceeds in the event of ongoing litigation involving an Employee.

5. Regardless of the number of years this bond remains in force, the aggregate liability of the Surety for any and all claims or judgments involving mortgage loan originators in no event shall exceed the full penal hereof unless such sum has been replenished to comply with requirements of Oblige.

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

BY: _____
Originating Entity

Name of Surety Company

BY: _____
Name and Title

(if Attorney In Fact, must attach valid Power of Attorney from Surety)