

Surety: **LEXINGTON NATIONAL INSURANCE CORPORATION**
PO Box 6098, Lutherville, Maryland 21094

Producer: _____
Address: _____

FAX: _____ **TELEPHONE:** _____ **EMAIL:** _____

ATTORNEY / CONSULTANT

NAME AND ADDRESS OF PRODUCER

Name _____

Name _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Phone _____

Insurance Broker's License Number _____

Local Agent Counter Signature _____

Bond Agreement and Promissory Note

ALIEN (PERSON ON BOND) [A# _____ - _____ - _____] Date: _____ 20____

Name _____ Name of **Spouse** _____

Home Address _____ Apt No _____ Phone Number _____

City _____ State _____ Zip _____

Employed By _____ How Long There _____

Address of Employer _____ Phone Number _____

City _____ State _____ Zip _____

Occupation _____ Earnings Per Month \$ _____

Spouse Employed By _____ Address _____

Email _____

Driver's License	DOB	Social Security No
(S) Driver's License	DOB	Social Security No

#1 INDEMNITOR – STATEMENT OF INFORMATION

Relationship to Alien, If Any _____

Name _____ Name of **Spouse** _____

Home Address _____ Apt No _____ Phone Number _____

City _____ State _____ Zip _____

Former Address If Less Than 3 Years At Present Street _____ City _____ Zip _____ How Long _____

Employed by _____ How Long There _____

Address of Employer _____ Phone Number _____

City _____ State _____ Zip _____

Occupation _____ Earnings Per Month \$ _____

Spouse Employed By _____ Address _____

#1 INDEMNITOR – STATEMENT OF INFORMATION (continued)

Email _____

Driver's License	DOB	Social Security No
(S) Driver's License	DOB	Social Security No

Legal Resident () No () Yes A # _____
Nearest Relative Name _____ Phone _____ Home Address _____

#2 INDEMNITOR – STATEMENT OF INFORMATION

Relationship to Alien, If Any _____

Name _____ Name of Spouse _____

Home Address _____ Apt No _____ Phone Number _____

City _____ State _____ Zip _____

Former Address If Less Than 3 Years At Present Street _____ City _____ Zip _____ How Long _____

Employed by _____ How Long There _____

Address of Employer _____ Phone Number _____

City _____ State _____ Zip _____

Occupation _____ Earnings Per Month \$ _____

Spouse Employed By _____ Address _____

Email _____

Driver's License	DOB	Social Security No
(S) Driver's License	DOB	Social Security No

Legal Resident () No () Yes A # _____ I have on deposit \$ _____ () Sav () Ck with _____ Bank _____ Branch _____

#3 INDEMNITOR – STATEMENT OF INFORMATION

Relationship to Alien, If Any _____

Name _____ Name of Spouse _____

Home Address _____ Apt No _____ Phone Number _____

City _____ State _____ Zip _____

Former Address If Less Than 3 Years At Present Street _____ City _____ Zip _____ How Long _____

Employed by _____ How Long There _____

Address of Employer _____ Phone Number _____

City _____ State _____ Zip _____

Occupation _____ Earnings Per Month \$ _____

Spouse Employed By _____ Address _____

Email _____

Driver's License	DOB	Social Security No
(S) Driver's License	DOB	Social Security No

Legal Resident () No () Yes A # _____ I have on deposit \$ _____ () Sav () Ck with _____ Bank _____ Branch _____

Bond Agreement and Promissory Note

The undersigned indemnitor(s) (collectively referred to hereinafter as "Undersigned"), jointly and severally, hereby apply to LEXINGTON NATIONAL INSURANCE CORPORATION, a Florida Corporation (referred to hereinafter as "Company"), and to _____ (referred to hereinafter as "Producer") for execution by Company of an Immigration Bond, on behalf of the Principal named in the application (referred to hereinafter as "the Alien") in the penal amount of \$ _____ in favor of the United States of America, as beneficiary.

The specific bond being posted by Company with DHS, as identified below, is referred to hereinafter as the "Bond." The Bond will be posted by Producer on behalf of Company with the U.S. Immigration and Customs Enforcement ("ICE") and/or the U.S. Citizen and Immigration Services ("USCIS"), each an agency of the Department of Homeland Security of the United States of America ("DHS"). ICE, USCIS, and DHS are collectively referred to hereafter as DHS. The specific bond being posted by the Company with DHS is the following type of bond:

- ___ **DELIVERY BOND:** BOND CONDITIONED UPON THE DELIVERY OF AN ALIEN;
- ___ **PUBLIC CHARGE BOND:** BOND THAT ALIEN SHALL NOT BECOME A PUBLIC CHARGE;
- ___ **VOLUNTARY DEPARTURE BOND:** BOND CONDITIONED UPON THE VOLUNTARY DEPARTURE OF AN ALIEN;
- ___ **SUPERVISION BOND:** ORDER OF SUPERVISION BOND; or
- ___ **MS&D BOND:** MAINTENANCE OF STATUS AND DEPARTURE BOND; or **ADMISSION BOND:** BOND CONDITIONED UPON THE ALIEN'S TIMELY DEPARTURE FROM THE UNITED STATES.

The Undersigned hereby acknowledges receipt of the information sheet prepared by Producer setting forth certain facts pertaining to the Bond.

Initials: _____ _____ _____ _____

The Bond will be posted by the Company with DHS on the specific bond form approved by the United States of America for such use. The terms of the Bond posted by the Company are hereby incorporated herein by reference as though set forth in full. All transactions regarding the Bond are conducted in U.S. currency.

In consideration of the execution of the Bond, the Undersigned, jointly and severally, agree with Producer and Company to the terms of this Bond Agreement and Promissory Note (hereinafter referred to as "Bond Agreement"), as follows:

(1) Bond Issuance Fee; Initial Premium: Prior to execution of the Bond, the Undersigned shall pay to Producer a Bond Issuance Fee of forty dollars (\$40.00). The premium payable for issuance of the Bond is dependent on the Bond being issued. The Undersigned agree to pay Producer, on behalf of the Company, a bond premium of \$_____, in accordance with the premium rate structure marked below, as follows:

- ___ (A) One-time premium payment equal to two percent (2%) of the face amount of the Bond (for all Bonds other than a MS&D Bond or an Admission Bond); or.
- ___ (B) For a MS&D Bond or an Admission Bond, a one-time premium payment equal to five percent (5%) of the face amount of the Bond.

Both the Bond Issuance Fee and the one-time premium payment marked above shall be fully earned and due at the time of execution of the Bond, regardless of the duration of the Bond. All premiums shall be deemed fully earned when due, and no premium refunds and/or pro rate will be made.

(2) Deposit of Cash Collateral: Undersigned agree to deposit with Company prior to the execution of the Bond a cash deposit of \$_____ as full cash collateral to secure the Undersigned's full and complete performance of its obligations under this Bond Agreement. Notwithstanding the deposit of such cash collateral, nothing herein shall preclude Producer or Company from prosecuting independent and successive actions and/or proceedings to recover any such costs, fees, premiums, charges, expenses, losses, and disbursements, including advances, if any, that are due and owing from Undersigned under this Bond Agreement.

(3) Deductions From Cash Collateral to Satisfy Undersigned's Obligations. Company may unilaterally deduct from cash collateral deposited pursuant to paragraph 2 above, if any, all monies due to Company and/or Producer under this Bond Agreement, including, but not limited to, Undersigned's indemnity obligation under this Bond Agreement, unpaid premiums, fees, interest and other charges.

(4) Bond Cancellation and Return of Collateral: The obligations of the Undersigned incurred under this Bond Agreement including, but not limited to, the obligation of pay premiums, interest, fees, and costs, shall continue until such time as Producer has received formal written notice from DHS that the Bond has been either cancelled or breached. UNDERSIGNED AGREE THAT IT SHALL BE THE UNDERSIGNED(S) SOLE

RESPONSIBILITY AND OBLIGATION TO PROVIDE Producer AND COMPANY WITH EVIDENCE OF THE BOND CANCELLATION BY PROVIDING Producer WITH NOTICE - IMMIGRATION BOND CANCELLED (ICE FORM I-391). Upon receiving notice of Bond cancellation from DHS, and the Undersigned having fully complied with all of its obligations under this Bond Agreement, Producer and/or Company will return the amount of any cash collateral deposited by the Undersigned, less any and all monies due to Company and/or Producer under this Bond Agreement, including, but not limited to, Undersigned's indemnity obligations under this Bond Agreement, unpaid premiums, expenses, interest thereon, and any other charges referenced in the Bond Agreement.

(5) Acceleration Based Upon Bond Breach: In the event that DHS declares the Bond breached and/or provides Company or Producer with Notice - Immigration Bond Breached (ICE Form I-323), all amounts remaining due under this Bond Agreement, including undeposited cash collateral up to the face amount of the Bond, unpaid initial premiums, interest, attorneys' fees, other costs and fees, shall be accelerated and shall be immediately due and payable from the Undersigned to Producer and Company. Provided, however, that the Undersigned's obligations as set forth in the preceding sentence shall be tolled during the pendency of any appeal that the Undersigned timely files with the USCIS Administrative Appeals Office ("AAO") (USCIS Form I- 290B), and copies of said appeal(s) and filing fee receipt from the AAO are provided to Producer. However, during the pendency of any such appeal, the Bond is still open.

(6) Interest and Other Investment Income on Cash Collateral: Producer and Company will maintain any cash collateral deposited by the Undersigned pursuant to this Agreement in an account separate and distinct from its general operating account. Producer and Company may, but shall not be obligated to, deposit the cash collateral in an interest bearing account and/or other brokerage account that is designed to generate investment income on the cash collateral. The Undersigned further authorize Producer and/or Company to commingle and maintain cash collateral deposits of the Undersigned with other cash collateral deposits held by Producer or Company from others. If Producer and/or Company choose to deposit any cash collateral in an interest-bearing account and/or other brokerage account, the Undersigned shall have no claim to any interest or other income derived therefrom. Any interest and/or any other investment income earned on any such cash collateral deposited by the Undersigned shall belong solely to Producer and Company, and the Undersigned specifically waive(s) any claim to any portion of the interest or investment thereon.

(7) Truth of Statements; Change of Address; Tracking Device: In making application for the Bond, the Undersigned warrants that all of the statements made on the application are true, and the Undersigned is hereby informed and acknowledges that any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is

guilty of insurance fraud. The Undersigned agrees to advise Producer of any changes (particularly changes of address) within forty-eight (48) hours after the change has occurred, and the Undersigned agrees that the failure to notify Producer shall constitute a default pursuant to this Bond Agreement. Additionally, the Alien is required to file any change of address directly with DHS, the court (EOIR-Executive Office for Immigration Review) and/or U.S. Citizenship and Immigration Services (USCIS).

(8) Options: Company and Producer retain the following options of filing a substitution of Bond with DHS in order to be relieved of liability under the existing Bond, and to secure a cancellation of the existing Bond: (a) Deposit cash collateral funds of Undersigned, less unpaid premium, interest, fees, and expense, if any, with DHS to secure a cash bond as substitution of the existing Bond of record; (b) Substitute Bond with other Surety Company. In the event Producer exercises any of its options as outlined herein, the Undersigned shall be responsible for any and all expenses or other losses incurred by Company and Producer, and the Undersigned shall be responsible for any deficiency due and owing to the DHS to secure a cancellation of the existing Bond.

(9) Other Charges and Fees: The following are some of the extraordinary services outside the scope of the premium that will require an additional fee to be paid to Producer by Undersigned: To receive and process application for substitution of bond and/or collateral, plus actual costs of preliminary title report/policy, actual costs of property valuation report(s), any and all recording fees, beneficiary statement(s), foreclosure fees, fire insurance premiums, collection fees, dishonored checks, messenger fees, investigation costs, attorneys' fees, court costs, administrative filing fees, county, state and/or federal clearance letter (non-use of services), fees to file with DHS a request to cancel a bond, and other out-of-pocket expenditures required to protect Company and Producer's rights under this Bond Agreement. Said fees shall be the prevailing rate considered at the time they are rendered, based on the expertise of the employee or consultant. If Producer elects to do so, additional fees could also be charged in preparation of required documentation to send to DHS challenging the breach and/or requesting cancellation of the Bond. This list is not intended to be exhaustive of all extraordinary services.

(10) Indemnity Agreement: The Undersigned agrees to reimburse, save harmless and indemnify Company and Producer from and against any and all loss, liability, costs, damages, unpaid premiums, interest, attorneys' fees, travel expenses, and expenses of whatever kind or nature which Company or Producer shall or may at any time sustain, incur, or become liable for, by any reason of or on account of Company and Producer having executed the Bond herein applied for, and against any and all costs, advances, expenses and attorneys' fees reasonably incurred by the Company or Producer. Because a liability has attached to the Company and Producer at the time of breach of the Bond, the Undersigned shall indemnify and pay to Company and Producer an amount equal to the face amount of the Bond and any unpaid sums immediately upon a determination that

the Bond has been breached, irrespective of whether the Company has paid DHS the breach penalty. Provided, however, that the Undersigned's obligation as set forth in the preceding sentence shall be tolled during the pendency of any appeal to the bond breach determination that the Undersigned timely files with the AAO, and copies of said appeal(s) and filing fee receipt from the AAO are provided to Producer. However, during the pendency of any such appeal, the Bond is still open. The failure to indemnify Company and Producer upon demand shall constitute a default by the Undersigned pursuant to the terms of this Bond Agreement, and Producer and/or Company may pursue any and all rights to the cash collateral, and/or any other remedy afforded by law. If Company or Producer shall procure any other surety or sureties to execute or join with it in executing or to reinsure said Bond, this instrument shall inure to the benefit of and be enforceable by such other surety or sureties. The Company and/or Producer shall have the exclusive right for itself to decide and determine whether any claim, demand, liability, suit, action, order, judgment or adjudication made or brought against the Company and/or Producer on said Bond shall or shall not be defended, tried or appealed, and its decision shall be final, conclusive and binding upon the Undersigned. In the event that Company or Producer appeal or otherwise challenge a bond breach determination, Company and Producer will be entitled to full and complete indemnity and payment of any and all costs, attorney's fees, administrative expenses, travel expenses, and the reasonable hourly rates (paid or accrued) based on the expertise of Company's and Producer's employees or consultant(s) who prepared the appeal should the appeal be successful, and the bond cancelled and/or mitigated. Nothing contained in this paragraph shall create any obligation on the part of Company or Producer to file any appeal to any bond breach. This indemnity and any payment due hereunder shall be made from any cash collateral deposited with the Company or Producer pursuant to paragraph 2, above.

(11) Interest on Amounts Owed: Any premium or advance reimbursement, indemnity obligation, and any other amounts owed by the Undersigned on account of any matter or thing pursuant to this Bond Agreement shall, if not paid when due, bear simple interest at the rate of twelve percent (12%) per annum, or the highest rate permitted by law, whichever is less, from its due date until fully paid.

(12) Waiver of Notices: The Undersigned expressly waive any notice from Producer or Company of any matter or thing coming to the attention of Producer or Company affecting the rights or liabilities of the Undersigned or Producer or Company under this Bond Agreement.

(13) Non-Waiver of Liability: No agreement between any of the Undersigned shall be binding upon or have any effect upon the Undersigned(s)' liability to Company and/or Producer. If there are two or more of the Undersigned, Producer or Company may, by written instrument, release one or more of them without the consent of any of the other Undersigned, and this Bond Agreement shall still be binding on the Undersigned who are not so released. If for any reason any Undersigned is not bound by this Bond Agreement, or is released

from liability under this Bond Agreement, this Bond Agreement shall be binding upon any and all other Undersigned.

(14) DHS' Existing Regulations: Company and Producer may at all times act in conformity with the then existing DHS operating instructions, regulations, directives, orders, policies, and/or procedures (collectively referred to hereinafter as "DHS regulations") of DHS in performing its obligations pursuant to the terms of this Bond Agreement. Any action by Company or Producer in compliance with the then existing DHS regulations shall not constitute a default by Company or Producer of any of the terms of this Bond Agreement. The Company and Producer shall have the right to surrender the Alien to the DHS at any time, as provided by DHS Regulation and/or applicable law.

(15) Itemization of Collateral: All obligations of the Undersigned under this Bond Agreement are secured, either partially or fully, by cash collateral as provided for in paragraph two (2) above.

(16) Manner and Place of Making Payments: All collateral deposits shall be made payable to "Lexington National Insurance Corporation". All payments of fees, interest, premiums, advance reimbursements, and any other payments required by this Bond Agreement shall be made payable to **Producer**, and shall be mailed or delivered to the following address:

Producer: _____

[Address]_____

[City, State, Zip Code]_____

(17) Consent to Disclosure of DHS' Documents to Producer and Company: If the Undersigned is the Alien, the Undersigned consents to (i) DHS' release and disclosure to Producer and/or Company of all of the Alien's records, including the Alien's complete Alien file; and (ii) the release and disclosure by any federal or state governmental agency to Producer and/or Company of all of the Alien's information and records related to, or evidencing the receipt of, public benefits by the Alien, including, but not limited to, any government assistance in the form of cash, checks or other forms of money transfers, or instrument, as well as non-cash government assistance in the form of aid, services, or other relief. The request for such information and documents may be made pursuant to a Freedom of Information Act request, Privacy Act request, and/or other similar request made under any federal, state, or local statute, code, regulation or rule. The Undersigned acknowledges that Producer would not enter into this Bond Agreement without this consent. If Undersigned is not the Alien, the Undersigned agrees to deliver to Producer a Freedom of Information/Privacy Act Request Form G-639, and/or other comparable form, within 10 days, signed under penalty of perjury by the Alien and

which provides consent by the Alien for (i) DHS' release and disclosure to Producer and/or Company of all of the Alien's records, including the Alien's complete Alien file; and (ii) the release and disclosure by any federal or state governmental agency to Producer and/or Company of all of the Alien's information and records related to, or evidencing the receipt of, public benefits by the Alien, including, but not limited to, any government assistance in the form of cash, checks or other forms of money transfers, or instrument, as well as non-cash government assistance in the form of aid, services, or other relief. The Undersigned acknowledges that Producer and Company would not enter into this Bond Agreement without the Undersigned's agreement to deliver to Producer and/or Company the Alien's signed consent within 10 days.

Initials: _____

(18) Mandatory Arbitration, Class Action Waiver, Attorneys' Fees and Other Costs: The Undersigned understand and agree that any dispute or claim arising out of or relating to this Bond Agreement shall be resolved through final and binding arbitration, on an individual basis, and not by way of a court or jury trial. Such disputes include, but are not limited to, claims arising out of or related to interpretation or application of this Bond Agreement.

THE UNDERSIGNED HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT THE UNDERSIGNED MAY HAVE TO BRING AND PROSECUTE ANY DISPUTE IN COURT, INCLUDING A JURY TRIAL. The Undersigned agree that all such claims will be settled by individual binding arbitration before a neutral arbitrator of the American Arbitration Association (AAA). The Undersigned agrees that the locale of any hearing before the AAA shall be held in _____ County, _____. The Undersigned understand that the rules and procedures for the arbitration are available for review on the AAA website.

Except as otherwise excluded or prohibited by federal or state law, the Undersigned expressly intend and agree that: (1) the Undersigned shall not assert or participate in any class, collective or representative claims against the Company or Producer, whether in arbitration, court or otherwise; (2) the Undersigned SHALL ONLY SUBMIT THE UNDERSIGNED'S OWN INDIVIDUAL CLAIMS TO ARBITRATION; and (3) there shall be no right to arbitrate any dispute brought as a class, collective or representative action.

The Parties agree that if any term, provision, covenant or condition of this section is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this section shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

In any litigation or other proceedings arising out of or relating to this Bond Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses.

Initials: _____

(19) Agreement Binding on Successors: This Bond Agreement is binding on the Undersigned, their heirs, legatees, devisees, successors, assigns, executors, and administrators.

(20) Entire Agreement; Captions: This Bond Agreement supersedes all oral statements and representations and contains the entire agreements among the parties hereto with respect to the subject matter hereof and the transactions contemplated hereby. The Undersigned have not relied upon any oral statements of Producer or Company in entering into this Bond Agreement. The Parties agree that if any term, provision, covenant or condition of this Bond Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this section shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Captions and section headings used herein are for convenience only and are not a part of this Bond Agreement and shall not be used in construing it.

IMPORTANT FRAUD WARNINGS

ALABAMA RESIDENTS – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARKANSAS RESIDENTS – Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FLORIDA RESIDENTS – Any person who knowingly or with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND RESIDENTS – Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY RESIDENTS – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS – ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK RESIDENTS – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO RESIDENTS - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA RESIDENTS – WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA RESIDENTS – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

IN WITNESS THEREOF, the Undersigned have signed and accepted the terms of this Bond Agreement, and EACH UNDERSIGNED ACKNOWLEDGES HAVING RECEIVED A COMPLETE COPY OF THIS BOND AGREEMENT. This Bond Agreement, upon issuance of the requested Bond by Company, shall be deemed to be accepted at _____ County, _____ this ____ day of _____, 20____.

X1 _____

X2 _____

Print Name _____

Print Name _____

X3 _____

X4 _____

Print Name _____

Print Name _____