

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, Renewal Premium: Prior to execution of the Bond, the Undersigned shall pay to Producer/Company a Bond Issuance Fee of forty dollars (\$40.00). The premium payable to the Producer/Company for issuance of the Bond is dependent on the Bond being issued and the type of collateral being deposited by the Undersigned. The Undersigned agree to pay Producer/Company a bond premium of \$_____, and an annual renewal premium of \$_____, in accordance with the premium rate structure marked below, as follows:

___ (A) An initial premium payment equal to twenty percent (20%) of the face amount of the Bond covering the first two years of premium from the date that the Bond is executed, and an annual renewal premium equal to ten percent (10%) of the face amount of the Bond each year thereafter. The Undersigned shall pay this initial premium in the manner set forth and marked below:

___ (a) in full upon the execution of this Bond Agreement; or

___ (b) fifty percent (50%) upon execution of this Bond Agreement, and fifty percent (50%) on a date one year from the date of this Bond Agreement.

___ (B) An initial premium equal to ten percent (10%) of the face amount of the Bond, and an annual renewal premium of ten percent (10%) of the face amount of the Bond; **or**

___ (C) One-time premium payment equal to fifteen percent (15%) of the face amount of the Bond.

Both the Bond Issuance Fee and the initial or 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. The Undersigned's choice of premium structure as marked above may not be changed by the Undersigned after the Bond has been executed and posted with the DHS. Additionally, as long as the Bond remains in full force and effect (i.e., neither breached nor canceled), any annual renewal premium that is required, as marked above, shall be due and payable in advance of the yearly anniversary of the date of this Bond Agreement. All premiums shall be deemed fully earned when due, and no premium refunds and/or pro rate will be made.

(2) Deposit of Collateral Other Than Cash Collateral. All collateral other than cash collateral deposited by Undersigned shall be maintained by Producer [Company] as security for the Undersigned's full and complete performance of any and all of their obligations under this Bond Agreement. Collateral other than cash deposited or pledged by the Undersigned under the Bond Agreement includes, but is not limited to any Deed of Trust and/or other non-cash collateral (as defined and itemized in Paragraph 18, below).

(3) Monthly Deposit of Cash Collateral. Upon execution of the Bond, as additional collateral to secure the Undersigned's full and complete performance of its obligations under this Bond Agreement, the Undersigned shall also deposit with Company as cash collateral an initial deposit of \$ _____, and thereafter, on the ____ day of each calendar month starting with _____, 20____, shall deposit an additional \$ _____, per month, continuing until the full penal amount of the Bond and any unpaid sums have been deposited with Company, or until Notice - Immigration Bond Cancelled (ICE Form No. I-391), has been furnished to Company, whichever comes first. Company shall maintain any and all cash collateral deposited in accordance with the terms of this Bond Agreement. Failure to make any collateral deposit when due may, at the discretion of Producer or Company, be treated as a default by Undersigned of this Bond Agreement, and in addition to any other remedies, Producer and Company may accelerate and declare all future deposits immediately due and payable up to the full penal amount of the Bond, plus any unpaid premiums.

(4) Accelerated Deposit of Cash Collateral: In the event that (1) Company has not received Notice - Immigration Bond Cancelled (ICE Form No. I-391) within thirty-six (36) months from the date of the execution of this Bond Agreement, (2) the Undersigned files for bankruptcy; and/or (3) there is a foreclosure commenced by any lienholder on the real property serving as collateral to secure the Undersigned's full and complete performance of its obligations under this Bond Agreement, then Company may, at its sole and exclusive option, require the Undersigned to deposit cash collateral with the Company in an amount equal to the full penal amount of the Bond plus any unpaid renewal premiums, interest, attorneys' fees, and other costs. Company shall maintain any and all cash collateral deposited in accordance with the terms of this Bond Agreement.

(5) Acceleration Based Upon Bond Breach: In the event that DHS declares the Bond breached and/or provides Company or Producer with ICE Form I-323, Notice - Immigration Bond Breached, all amounts remaining due under this Bond Agreement, including undeposited cash collateral up to the face amount of the Bond, unpaid initial premiums, unpaid renewal 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 Company or Producer. However, during the pendency of any such appeal, the Bond is still open, and renewal premiums shall continue to be charged.

(6) Deductions From Cash Collateral to Satisfy Undersigned's Obligations. Company may unilaterally deduct from cash collateral deposited pursuant to this Bond Agreement, if any, all monies due to Company and

Producer under this Bond Agreement, including, but not limited to, Undersigned's indemnity obligation under this Bond Agreement, unpaid renewal premiums, fees, interest and other charges. Nothing contained herein shall preclude Producer or Company from prosecuting independent and successive actions and/or proceedings to recover any such costs, fees, premiums, charges, claims, expenses, losses, and disbursements, including advances, if any, that are due and owing from Undersigned under this Agreement.

(7) Interest and Other Investment Income on Cash Collateral: 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. 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 Company to commingle and maintain cash collateral deposits of the Undersigned with other cash collateral deposits held by Company from others. If Company chooses 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.

(8) Bond Cancellation: The obligations of the Undersigned incurred in this Bond Agreement including, but not limited to, the obligation of pay premiums, interest, fees, and costs, shall continue until such time as Company 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 COMPANY WITH EVIDENCE OF THE BOND CANCELLATION BY PROVIDING COMPANY 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 the Bond Agreement, (i) 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 the 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; (ii) Company will reconvey any Deed of Trust pledged by the Undersigned as security for its obligations under the Bond Agreement; (iii) Producer and/or the Company will terminate any security interest and return any collateral (other than cash) pledged by the Undersigned as security for its obligations under the Bond Agreement; or (iv) Producer and/or the Company will not place any further hold on any credit card which Undersigned has authorized as security for its obligations under the Bond Agreement.

(9) 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). The Undersigned agrees that Company or Producer may attach a location tracking device on any vehicle owned or driven by the Alien, and monitor the location of the vehicle through any available technology. The Undersigned further agree that Company or Producer may use location technologies to locate the Alien's wireless device at any time that the Bond remains in effect and any loss to the Company on the Bond has not been reimbursed to the Company by the Undersigned pursuant to its indemnity obligations hereunder. This is the only notice the Alien will receive for the collection of location information. **THE ALIEN DOES NOT HAVE THE OPTION TO OPT-OUT OF LOCATION TRACKING DURING THE PERIOD THAT THE BOND IS IN FULL FORCE AND EFFECT.**

(10) 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.

(11) 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, credit card processing fees, dishonored checks, each notice of default recorded against collateral by third parties, whether or not later rescinded and reinstated, 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 a breach and/or requesting cancellation of the Bond. This list is not intended to be exhaustive of all extraordinary services.

(12) 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, and renewal premiums shall continue to be charged. 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, any deed of trust, 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 may be made from any cash collateral deposited with the Company or Producer pursuant to paragraphs 3 or 4, above, and/or from foreclosure on any Deed of Trust, or other security held by the Company or Producer.

(13) 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.

(14) 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.

(15) Credit Investigation Authorized: The Undersigned expressly authorize Producer or Company to conduct credit investigations and secure credit reports, Department of Motor Vehicle Reports, and Title Insurance Company reports, including reports of any lawful kind or nature regarding the Undersigned for use in underwriting the Bond, and which might be necessary or helpful for collection of all amounts due to Company and Producer pursuant to this Bond Agreement.¹

(16) 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.

(17) DHS' Existing Regulations: 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 Producer in compliance with the then existing DHS regulations shall not constitute a default by Producer of any of the terms of this Bond Agreement. The Company shall have the right to surrender the Alien to the DHS at any time, as provided by DHS' policy and/or applicable law.

(18) Itemization of Collateral: All obligations of the Undersigned under this Bond Agreement are secured, either partially or fully, by one or more of the following three methods (check applicable boxes):

¹ This paragraph does not apply if the Bond Agreement is executed by the Undersigned in either Tennessee or Oregon and the Bond is solely secured by cash collateral.

- ___ (A) Cash collateral as provided for in paragraph two (2) or paragraph three (3), above; and/or
- ___ (B) Deed of Trust, as evidenced by separate executed instrument(s), the terms of which are incorporated herein by reference as though set forth in full herein. Whenever the term Deed of Trust appears in this Bond Agreement, it shall mean a document or documents which result in an encumbrance on the Undersigned(s)' real property. Depending upon the State in which this Bond Agreement is executed, the Deed of Trust is also known as or referred to as a "Mortgage," "Mortgage Deed," "Security Deed," or "Trust Indenture" all of which instruments shall collectively be referred to hereinafter as "Deed of Trust"; and/or
- ___ (C) Other collateral generally described as follows: _____, and governed by separate memorandum covering the same, the terms of which are incorporated herein by reference as though set forth in full herein.

(19) Remedy: No Obligation To Exhaust Security: If the collateral for the obligations of the Undersigned under this Bond Agreement includes a Deed of Trust or other security interest in real or personal property, the existence of such collateral shall not preclude Producer or Company from prosecuting independent, separate, individual or successive actions at law to recover any sums owed for any purpose under this Bond Agreement, and neither Producer nor Company shall be required to exhaust their interests in such security prior to initiating said action at law. The filing or prosecution of such actions shall not prejudice any rights Producer or Company may have to or in such security.

(20) Due on Sale Clause: In the event an Undersigned who has executed a Deed of Trust concurrently herewith, sells, agrees to sell, transfers or conveys its interest in any real property posted as collateral under this Bond Agreement, or any part thereof or any interest therein, without the prior written consent of the Company, or in the event the Undersigned shall be divested of title or any interest therein in any manner, whether voluntary or involuntary, the Company may, at its option, declare all sums due and owing under this Bond Agreement immediately due and payable from Undersigned to Producer and Company. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to further or successive transactions.

(21) Substitution of Collateral or Subordination: Producer and/or the Company shall not be required to accept any real property in substitution of the property originally pledged as collateral under this Bond Agreement. Moreover, Producer and/or the Company shall not be required to release or subordinate its Deed of Trust to any other lien that the Undersigned seeks to place upon any real property pledged as collateral under this Bond Agreement. In the event that Producer and/or the Company consents, in its sole and absolute discretion, to accept property in substitution of the property originally pledged as collateral, or to release or

subordinate its Deed of Trust, then the Undersigned (i) agrees to pay all expenses (including attorneys' fees) incurred by Company and/or Producer to prepare and process the documentation to reflect the substitution, release, or subordination; and (ii) agrees that any proceeds received by the Undersigned from the sale and/or refinance of the property originally pledged as collateral (up to the penal amount of the Bond, plus any premiums and or indemnity obligations then owing from the Undersigned to Producer) shall be deposited by the Undersigned as cash collateral with Company, and shall be maintained by Company in accordance with the terms of this Bond Agreement. Consent to one such transaction shall not be a waiver of the right to refuse consent to further or successive transactions.

(22) Manner and Place of Making Payments: All collateral deposits shall be made payable to “Lexington National Insurance Corporation”). All payments of fees, interest, premiums, renewal 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]_____

(23) Consent to Disclosure of DHS' Documents to Producer: 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: _____

(24) 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 the 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 the 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: _____

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

(26) Entire Agreement; Captions: This Bond Agreement (including any Deed of Trust executed in conjunction with 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 section is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Bond Agreement 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.

PENNSYLVANNIA 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 _____

Print Name _____

X2 _____

Print Name _____

X3 _____

Print Name _____

X4 _____

Print Name _____