

STATE OF NEW MEXICO
VIATICAL SETTLEMENT PROVIDER SURETY BOND

That the _____ of _____ as Principal, and the _____ of _____ as Surety, are held and firmly bound unto the State of New Mexico to ensure the financial accountability of the Principal herein in the State of New Mexico in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that the above bound Principal is executing this obligation for the purpose of duly being licensed to operate as a Viatical Settlement Provider in the State of New Mexico.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of its obligations under and by virtue of operating as a Viatical Settlement Provider, then this obligation is to be void and of no effect; otherwise to remain in full force and effect; it being a condition of this bond that in the event proceedings of any nature are instituted against the Principal for a default of the Principal affecting any operation as Viatical Settlement Provider, the Surety shall promptly and upon order of the Superintendent of Insurance of the State of New Mexico finding such default pay over to the Superintendent the full penal sum of this bond, said sum to be administer by the Superintendent in accordance with his statutory duties therewith ; provided , however, that the Surety shall have the right to terminate its suretyship under this obligation by serving notice of its election to do so upon the Superintendent of Insurance of the State of New Mexico by registered mail sixty (60) days prior to the date of such termination surety ship, and after the date of termination of suretyship, the Surety shall not be liable for any liability under this bond for any default of the Principal affecting any operation as a Viatical Settlement Provider after termination of surety ship, but the Surety shall remain liable under this bond for any default of the Principal affecting any operation as a Viatical Settlement Provider prior to such termination of suretyship; but further provided, however, that in the event that either Principal or Surety shall terminate the suretyship of Surety and Principal shall fail to replace this bond with another like bond not later than fifteen days prior to termination of this suretyship, then such failure shall constitute a breach of the condition upon which this bond is given, and Surety shall pay over to the Superintendent the penal sum of this Bond to be held as a financial accountability mechanism on behalf of the Principal.

IN WITNESS WHEREOF, the said Principal and Surety have caused this bond to be sealed with their respective corporate seals and executed by their respective attorneys-in-fact this ____ day of _____, _____.

(Name of Principal-typed)

(Name of Surety-typed)

By: _____, Attorney-in-Fact

By: _____, Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, _____ before me appeared to me personally known, who, being by me duly sworn, did say that _____ is the Attorney-in-Fact of the above named Principal upon this Bond and that the seal affixed to this instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act of said corporation.

IN WITNES WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above first written.

Notary Public

(Notary Seal)

My Commission Expires: _____

ACKNOWLEDGEMENT AND JUSTIFICATION OF SURETY

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, _____ before me appeared _____ to me personally known, who, being by me duly sworn, did say that _____ is the Attorney-in-Fact of the above named Surety upon this Bond and that the seal of affixed to this instrument is the corporate seal of said corporation; and that the above named Surety is duly qualified to do business as a Surety Company in the State of New Mexico and has complied with the laws of New Mexico with reference to the transaction of a surety business therein, and that its assets exceed its liabilities by the sum of _____; and that the above named Principal does not control the above named Surety, nor is the above named Principal controlled by the above named Surety, nor are the above named Principal and Surety controlled by a common person.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year in this certificate above first written.

Notary Public

My Commission Expires: _____

(Notary Seal)