

Bond No. _____

**STATE OF NORTH CAROLINA
SECRETARY OF STATE, SECURITIES DIVISION
INVESTMENT ADVISER'S BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and authorized to transact business in the State of North Carolina, as Surety, are held and firmly bound unto the Secretary of State of the State of North Carolina, as Obligee, for the use and benefit of any person who has successfully prosecuted a cause of action arising under Chapter 78C of the North Carolina General Statutes, in the sum of _____ Dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

Whereas, the above-named Principal has made application to the Secretary of State of the State of North Carolina for registration as an investment adviser under Chapter 78C of the North Carolina General Statutes and with all rules, regulations and orders issued pursuant thereto and all amendments thereto now or hereinafter enacted, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

THIS BOND IS ALSO SUBJECT TO THE FOLLOWING CONDITIONS:

1. That any person who sustains an injury covered by this bond may, in addition to any other remedy that he may have, bring an action in his own name upon this bond for the recovery of any damages sustained by him by reason of such breach, provided, however, that no such action may be brought after the expiration of three (3) years after the rendering of investment advice in violation of Chapter 78C, except that in the case of a violation of G.S. 78C-8(a)(1) or (2) an action may be brought within two (2) years after such person discovers, or should have discovered, the facts constituting the violation.
2. That the total aggregate liability of the Surety herein shall be limited to the payment of _____.
3. That the Surety may cancel this bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Principal at his address last known to the Surety and to the Secretary of State of the State of North Carolina, however, such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of the thirty (30) day period.
4. That said bond shall remain in force and effect during the license period for which it is issued and for any renewal thereof, or until said bond is cancelled by said Surety; but this paragraph shall not either extend or abrogate the limitation period set forth in paragraph 1 herein.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed, and the corporate seal and the name of said Surety is affixed and attested by its duly authorized officers this _____ day of _____, _____.

Principal

By: _____

Name and Official Office

(SEAL)

Surety

By: _____

Attorney-in-Fact

(SEAL)

Countersigned By:
