

STATE OF NEW MEXICO
SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____
as principal, and the _____ of _____
as surety, are held and firmly bound unto the State of New Mexico for the benefit of all the policyholders and creditors 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 being duly licensed to transact _____

_____ Kinds of Insurance
insurance business in the State of New Mexico.

NOW, THEREFORE, if the said principal, shall well, truly and faithfully perform all of its obligations under and by virtue of the terms of all of its policies of insurance heretofore and hereafter issued covering risks in the State of New Mexico or insuring residents of the State of New Mexico and shall pay, as they become due, all lawful claims then this obligation is to be void and of no effect; otherwise to remain in force and effect; it being a condition of this bond that in the event delinquency proceedings of any nature including conservation proceedings, rehabilitation proceedings or liquidation proceedings are instituted against the said Principal, the Surety shall promptly and upon order of the court pay over to the Superintendent of Insurance of the State of New Mexico the full penal sum of this bond, said sum to immediately become an asset in said proceedings to be administered 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 and the State Treasurer of the State of New Mexico, by registered mail sixty (60) days prior to the date of such termination of suretyship, 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 policy of insurance issued after termination of suretyship, but the Surety shall remain liable under this bond for any default of the Principal affecting its creditors and Policyholders on its policies of insurance issued 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 the bond is given, and Surety shall pay over to the Superintendent the penal sum of this Bond to be held as a special or general deposit on behalf of 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 _____, 20 _____.

Name of Principal - typed

Name of Surety - typed

By: _____
Attorney-in-Fact

By: _____
Attorney-in-Fact

(Corporate Seal)

(Corporate Seal)

ACKNOWLEDGMENT OF PRINCIPAL

State of _____)
_____) ss.
County of _____)

On this _____ day of _____, 20 _____, before me appeared _____ to me personally known, who, being by me duly sworn, did depose and say that _____ is Attorney-in-Fact of the above named Principal upon this Bond and that the seal affixed to this instrument is the corporate seal of said corporation and that said 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 WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notary Seal)

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20 _____, before me appeared _____ to me personally known, who, being by me duly sworn, did depose and say that _____ is Attorney-in-Fact of the above named Surety upon this Bond and that the seal affixed to this instrument is the corporate seal of said corporation and that said 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 and deed 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 controlled by a common person.

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

(Notary Seal)

Notary Public
My Commission Expires: _____