

**BOND FOR MARYLAND STRUCTURED SETTLEMENT TRANSFEREE**

BOND NUMBER: \_\_\_\_\_ [bond number here]

\_\_\_\_\_  
[full legal name of surety company], (herein "SURETY"), authorized to do business in the State of Maryland, hereby agrees to pay to the State of Maryland (herein "BENEFICIARY"), the amount of ONE HUNDRED THOUSAND dollars (\$100,000.00) for the use and benefit of the BENEFICIARY, or any Maryland PAYEE or consumer that had or has continuing rights under any structured settlement TRANSFER AGREEMENT to which

\_\_\_\_\_  
[full legal name of the bonded principal, a structured settlement transferee]( herein "TRANSFEREE") is a party.

The SURETY binds itself and its heirs, executors, administrators, successors and assigns, jointly and severally, to the payment of this bond.

**Covered Entities:** This bond has been undertaken by \_\_\_\_\_  
\_\_\_\_\_  
[full legal name of TRANSFEREE] to secure the obligations of itself, and, unless expressly excluded below, any sole proprietorship, corporation, limited liability company, partnership, joint venture, or other entity, including all subsidiaries, successors and assigns, through which the TRANSFEREE or any affiliate of the TRANSFEREE, directly or indirectly participates in the TRANSFER of STRUCTURED SETTLEMENT PAYMENT RIGHTS.

Legal name and address of each Excluded Entity: [there are no excluded entities unless stated here].

**Term:** The term of this bond commences on \_\_\_\_\_ [date bond commences], and is in full force and effect until canceled as provided herein.

**Cancellations and Amendments:** The SURETY shall give not less than thirty (30) days written notice to the Office of the Attorney General, by certified mail, return receipt requested, at the notice address provided herein, before canceling, reducing the amount, or reducing the coverage of this Bond. The SURETY shall promptly notify the Office of the Attorney General by certified mail, return receipt requested, at the notice address provided herein, of any other amendments in bond amount or coverage. A cancellation under this subsection does not affect any liability that accrued before the cancellation.

**Claims upon Bond:** The State of Maryland may make claims upon the bond by written demand to the SURETY no later than one (1) year after the cancellation of the bond. A claim shall be accompanied by a certification, executed by the Office of the Attorney General, that (A) the

Attorney General has imposed a penalty on the TRANSFEREE under Courts and Judicial Proceedings Article, Subtitle 5, Annotated Code of Maryland, or (B) that the Attorney General has reason to believe that:

- (1) A Maryland consumer is entitled to the payment of sums as the result of an unpaid obligation of the TRANSFEREE or any affiliate of the TRANSFEREE related to a TRANSFER of STRUCTURED SETTLEMENT PAYMENT RIGHTS; or
- (2) The TRANSFEREE or any affiliate of the TRANSFEREE has violated provisions of Commercial Law Article, Title 13, Annotated Code of Maryland; or
- (3) The TRANSFEREE or any affiliate of the TRANSFEREE has promised to make a payment to a Maryland consumer and has filed for bankruptcy; or
- (4) The TRANSFEREE or any affiliate of the TRANSFEREE has promised to make a payment to a Maryland consumer and has ceased operations in the State of Maryland; or
- (5) The TRANSFEREE or any affiliate of the TRANSFEREE has promised to make a payment to a Maryland consumer, the Office of the Attorney General has received notice that the bond will be canceled and will not be renewed, and the TRANSFEREE has not supplied the Office of the Attorney General with alternative financial assurances required by § 5-1109, Courts and Judicial Proceedings Article, Annotated Code of Maryland.

**Payment:** Within thirty (30) days of receipt of a claim and certification, the SURETY shall pay the amount of the claim, up to the full amount of the bond, to the State of Maryland. Upon payment of the full amount of the bond to the State of Maryland, the SURETY is relieved of its liabilities under this bond.

**Definitions:** The terms "PAYEE," "STRUCTURED SETTLEMENT PAYMENT RIGHTS," "TRANSFER AGREEMENT," and "TRANSFER" and have the meanings stated in Courts and Judicial Proceedings Article, § 5-1101, Annotated Code of Maryland.

**Notices:** Any written notices or communications shall be provided to the following persons:

**For the SURETY:**

\_\_\_\_\_ [full legal name of the SURETY]  
\_\_\_\_\_ [street address]  
\_\_\_\_\_ [city, state, zip code]  
\_\_\_\_\_ [name or title of contact person]  
\_\_\_\_\_ [telephone] \_\_\_\_\_ [fax] \_\_\_\_\_ [email]

**For the TRANSFEREE:**

\_\_\_\_\_ [full legal name of the TRANSFEREE]  
 \_\_\_\_\_ [street address]  
 \_\_\_\_\_ [city, state, zip code]  
 \_\_\_\_\_ [name or title of contact person]  
 \_\_\_\_\_ [telephone] \_\_\_\_\_ [fax] \_\_\_\_\_ [email]

**For the STATE OF MARYLAND:**

Administrator, Structured Settlement Transferee Registration  
 Consumer Protection Division, Office of the Attorney General  
 200 St. Paul Place, Baltimore, Maryland 21202  
 Telephone: (410) 576-6573, Fax: (410) 576-6566  
 Email: [ssadministrator@oag.state.md.us](mailto:ssadministrator@oag.state.md.us).

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_\_ [month] \_\_\_\_\_ [year]  
 \_\_\_\_\_ [full legal name of SURETY].

By: \_\_\_\_\_

Authorized **Signature** of SURETY

Printed Name of Signatory: \_\_\_\_\_

Title of Signatory \_\_\_\_\_

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