

Company also agrees to respond to any call within thirty (30) minutes of telephone notification.

3. This Contract shall be for a period beginning March 26, 2007 and ending March 26, 2009 (the "Termination Date") unless in this Contract is earlier terminated pursuant to the provisions herein, as may from time to time be amended.

4. All vehicles operated by the Company shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provide services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the Texas Department of State Health Services or any other agency or authority having jurisdiction with regard to the operation and/or provision of this service, and with the terms of the Specifications.

5. As consideration for rendering the service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured, with the coverages and in the amounts described in the Specifications, and shall furnish to County certificates of such insurance coverage.

7. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

8. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

14. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

15. Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

1. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.
2. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County,

or any person associated therewith, as an inducement for the award of a subcontract or order.

16. Company shall not in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, or acquaintances. All communications for services requested or the Company will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

17. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl 1995).

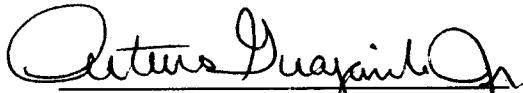
18. The term "Specifications" as used herein shall mean the specifications dated July 26, 2006 a copy of same is attached hereto as Exhibit "A" and incorporated herein for all purposes.

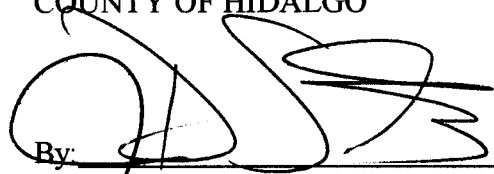
19. County and Company agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

WITNESS our hands in duplicate originals this _____ day of _____, 2007.

ATTEST:


COUNTY OF HIDALGO


Arturo Guajardo, Jr. County Clerk *OCM*


By: _____
Juan D. Salinas, III, County Judge

COMPANY:

RGV Transport Services, LLC.

By:  _____

Approved on Commissioners' Court November 11, 2006

APPROVED AS TO FORM

Atlas & Hall, L.L.P.


By:  _____

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"
SPECIFICATIONS

"Dead Body Pickup and Transport Services-Hidalgo County"

RFB No. 2006-193-07-26-otm

SCOPE OF SERVICES:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, Hidalgo County requires the transportation of dead human bodies from various locations within the County to the facility contracted at which autopsies and other necessary services are performed. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

- A. Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of dead human bodies) in accordance with applicable laws and regulations. Open bed pick-up trucks are not acceptable. All drivers must possess a current valid Texas driver's license and be properly covered under bidder's insurance.
- B. Contractor must furnish all equipment required for transporting dead human bodies, i.e., body bag, gurney, cot, stretcher. Body bag will be on an "as needed basis" only.
- C. The contractor will be on call twenty-four (24) hours daily, seven (7) days per week, 365 days a year, and will be available to respond within thirty (30) minutes of telephone notification.
- D. The contractor shall provide his/her own telephone and pager service and numbers to the appropriate County officials.
- E. The contractor must provide and maintain a Surety Bond in the amount of \$10,000, which will remain in effect for the duration of the contract period. Proof of the Surety bond must be provided to the County Purchasing Agent within ten (10) days of contract award. Failure to provide said bond will result in cancellation of the bid award.
- F. Contractor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, or acquaintances. All communications for services requested of the Contractor will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).
- G. Contractor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided in the form of a notarized title. (Notarized copy is acceptable).
- H. Term of this Contract is for a period of two (2) years with the County's option to extend for an additional one (1) period under the same rates, terms of condition.
- I. Hidalgo County reserves the right to extend this bid for an additional sixty (60) day Grace Period due to unforeseen delays in the procurement process and in order to avoid any lapse in service.
- J. Hidalgo County has the right to terminate this contract upon giving sixty (60) days written /notice of cancellation.
- K. Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

EXHIBIT "B"
FEE SCHEDULE

BID PAGE

"Dead Body Pickup and Transport Services-Hidalgo County"

RFB No. 2006-193-07-26-otm

Bid: Bidder agrees that bid submitted herein is for the initial two (2) year term and for an additional one (1) year extension, if Hidalgo County approves to exercise that option under the same rates/fees, terms and conditions.

A. Cost for transporting one (1) body from locations within Hidalgo County to the contracted autopsy facility including body bag. \$ 175.⁰⁰ per body.

B. Cost for transporting one (1) body from locations within Hidalgo County to the contracted autopsy facility without a body bag. \$ 125.⁰⁰ per body.

C. Vehicles to be used for transport: List by Year, Make, Model and VIN

1. 1997 Chevrolet Van VIN#: 1GCDM19W2VB162243
2. 2000 Chevrolet Van VIN#: 1GCFG25M441128941
3. _____
4. _____

NGV Transport Services, LLC

Company Name

Aaron Rivera

Authorized Signature

Aaron Rivera

Print or Type Name

Manager

Title

1901 Pecan

Address

McAllen, TX. 78501

City

State Zip

(956) 739-7979 (956) 994-9449

A/C Phone

Fax

7-25-08

Date

EXHIBIT "C"
INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2007

PRODUCER INSURANCE BY BILLY PASTOR 625 W PECAN BLVD MCALLEN, TEXAS 78501	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED RGV TRANSPORT RON RIVERA 1813 N CONWAY MISSION, TEXAS 78572	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: PROGRESSIVE COUNTY MUTUAL INS.</td> <td>05586357</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: PROGRESSIVE COUNTY MUTUAL INS.	05586357	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: PROGRESSIVE COUNTY MUTUAL INS.	05586357												
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	ADULT INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	05586357-0	01/30/2007	01/04/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 2000 CHEVROLET GARGO VAN 1GCFG25M4Y1128941

CERTIFICATE HOLDER

COUNTY OF HIDALGO
 PURCHASING DEPT
 ADMINISTRATION BUILDING
 4TH FLOOR
 100 E CANO ST.
 EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

Attn: Mary Maldonado

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2007

PRODUCER (956) 968-5521 FAX (956) 969-9198
 Montalvo Insurance Agency
 208 South Texas Blvd
 PO Box 2
 Weslaco, TX 78599

INSURED RCV Transports Services, LLC
 1901 Pecan
 McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Century Surety Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	CCP465246	02/06/2007	02/06/2008	EACH OCCURRENCE \$ 500,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Incl.	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AOG \$	
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE RETENTION \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
 100 E. Cano
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

Affidavit & Indemnity Agreement

Date: February 06, 2007

Affiant: Aaron Rivera

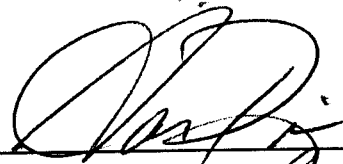
Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Aaron Rivera is the sole officer of the corporation doing business as RGV Transport Services LLC with Hidalgo County under a Service Contract, contract dated November 21, 2006. Affiant will provide service for RGV Transport Services, LLC under the Hidalgo County contract commencing on March 26, 2007 and ending on March 26, 2009.

Affiant further, states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law. Failure to do so will result in termination of contract.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant under the contract between RGV Transport Services, LLC and the County of Hidalgo.

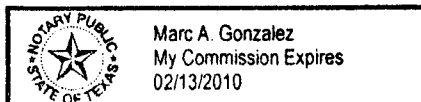
Further Affiant sayeth not.



Printed Name of Affiant: AARON RIVERA

SWORN AND SUBSCRIBED TO under oath before me on Feb. 06, 2007

Marc A. Gonzalez
Notary Public, State of Texas



RECEIVED

FEB 06 2007

PURCHASING DEPT.

ML 2:47

continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amount from year to year or period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE: SECTION 10. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.

TRANSFER OF RIGHTS OF RECOVERY:

SECTION 11. The Obligee, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by the Surety against any person or organization for any loss the Obligee sustains and for which we have paid or settled the claim. The Obligee must also do everything necessary to secure those rights and do nothing after loss to impair them.

SALVAGE:

SECTION 12: If the Obligee shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries, except from suretyship, insurance, reinsurance security and indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 13. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:01 A.M. standard time, upon the effective date specified in a written notice served by the Surety upon the insured or sent by mail. Such date, if the notice be served, shall not be less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. Mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 14. This bond shall be deemed cancelled in its entirety at 12:01 A.M. standard time, upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by Surety, shall not be less than ten days after such service, or, if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to Obligee the unearned premium computed pro rata if this bond be cancelled at the insistence of the Surety, or at short rates if cancelled or reduced at the insistence of the Obligee.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 15. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligees employees shall have been cancelled as to any such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employee, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such employees shall not have been reinstated under the coverage of said fidelity insurance, or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such employee unless the Surety shall agree in writing to include such employees within the coverage on this bond.


LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS:

SECTION 16. At the earliest practical moment, and in no event not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

EXCLUSIONS:

SECTION 17. This bond does not apply:

- (a) To the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceedings result or would result in a loss to the Obligee or Subscriber covered by this bond.
- (b) To potential income, including but not limited to interest and dividends, not realized by the Obligee or Subscriber because of a loss covered under this bond.
- (c) To damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond.
- (d) To costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or the amount of loss covered under this bond.

By  The Company Referred To Above
Attorney-in-Fact

SARAH GREEN

THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO SUBSTANTIATE ANY LOSS OR CLAIM.

**BUSINESS SERVICES BOND RIDER
SOLE PROPRIETOR OR PARTNERSHIP**

To be attached to Business Services Bond No. _____ BBS 2067700

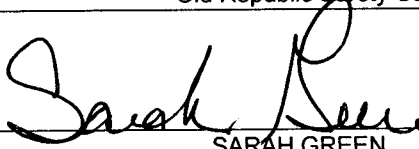
It is agreed that:

In the event that the Insured's Customer or Subscriber shall sustain a loss by reason of the dishonest act or acts (as defined in Section 5) committed by the Insured or any partner of the Insured, if a partnership, then and only then, the Insured shall be considered an Employee and the Customer or Subscriber as additional Insured, subject to all terms and conditions hereof.

Signed, sealed and dated _____ JANUARY 9, 2007

Old Republic Surety Company

Surety

By: 
SARAH GREEN
Attorney-in-Fact