

# CREDIT SERVICE ORGANIZATIONS

## CD LETTER

Date: \_\_\_\_\_

Division of Mortgage Lending  
Department of Business and Industry  
State of Nevada  
3300 West Sahara Avenue, Suite 285  
Las Vegas, Nevada 89102

Dear Commissioner:

This letter is intended to verify and confirm to you this institution's policy, and its agreement with the "Depositor", as defined in this paragraph, with regard to the withdrawal and redemption of that certain Deposit ("Deposit"), in the principal amount of One Hundred Thousand Dollars U.S. (\$100,000.00) made to this institution by

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Depositor's Name and, if applicable, type of entity (e.g. a Nevada Corporation)

Whose address is \_\_\_\_\_ ("Depositor"),

as evidence by that certain Certificate of Deposit Number \_\_\_\_\_ ("CD")

dated \_\_\_\_\_, 20\_\_\_\_, in the form set forth below.

In consideration of Depositor's continued Deposit of, and this institution's acceptance of, the Deposit, this institution and Depositor hereby agree as follows:

### **SPECIAL CONDITIONS FOR CERTIFICATE OF DEPOSIT:**

1. Notwithstanding anything to the contrary contained in the CD, the Deposit may not, under any circumstances or by anyone, be withdrawn or redeemed, and this institution will not allow the withdrawal or redemption of the Deposit, without the signature of, or written notification from, the Commissioner or his authorized designee ("Commissioner"), Division of Mortgage Lending, Department of Business and Industry, State of Nevada, authorizing such withdrawal or redemption. Notwithstanding anything to the contrary contained in the CD, the Deposit may, however, be withdrawn or redeemed by, and this institution will allow the withdrawal or redemption of the Deposit by the Commissioner, either in whole or in part, solely upon the signature of, or written notification from, the Commissioner authorizing such withdrawal or redemption. All interest, which accrues on the Deposit, shall be paid to Depositor upon withdrawal of the Deposit. The division's payment of the Deposit, or any portion thereof, to the Depositor, after this institution has paid the

Deposit, or any such portion thereof, to the division is conditioned upon Depositor's compliance with the provisions of NRS 598.701 to 598.787 inclusive, and the terms of any contract between Depositor and a consumer.

2. The policy and agreement set forth herein and the CD shall not be changed, amended, modified or waived, as applicable, without the express written consent of the Commissioner.

3. Depositor is required by the provisions of NRS 598.701 and 598.787 to deposit this CD for Commissioner on the terms and conditions set forth in NRS 598.701 and 598.787, and this institution shall indemnify the Commissioner hereunder against all liability or loss caused by, resulting from, or connected with Depositor's failure, after the effective date of this CD to comply with the foregoing and/or any other terms contained in the CD.

4. If this institution shall not incur any liability or loss caused by, resulting from, or connected with Depositor's failure to comply with the foregoing and/or any other terms contained in the CD, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

5. The total aggregate liability of this institution for all claims under the CD shall be limited to the face amount of the CD irrespective of the number of years the CD is in force, the number of claims filed, or the aggregate amount claimed. A right of action under the CD shall be deemed to have accrued immediately upon Depositor's bankruptcy or breach of any agreement with a consumer entered into in his capacity as a registrant under NRS 598.787 and/or any other terms contained in the CD or this letter. If the amount claimed exceeds the amount of the CD, this institution shall Deposit the amount of the CD with the Commissioner, and this institution will have no liability under the CD.

6. The CD shall be deemed continuous in form and shall remain in full force and effect unless terminated or cancelled as provided in this paragraph. The Division of Mortgage Lending, acting through its Commissioner, may terminate the CD at any time by delivering written notice of such termination to this institution by certified mail, return receipt requested, postage prepaid. Such termination shall become effective twenty (20) days after such notice of termination was properly mailed to this institution as provided in this paragraph. This institution may terminate the CD and be relieved of all future liability hereunder by delivering written notice of such termination to the Commissioner by certified mail, return receipt requested, postage prepaid. Such termination shall become effective sixty (60) days after such notice of termination was properly mailed to the Commissioner as provided in this paragraph. Notwithstanding anything to the contrary contained herein, no termination of the CD shall terminate the liability of Depositor and this institution hereunder, if any, which as prior to the termination of the CD, already accrued or been incurred.

7. The expiration date of the CD will be automatically extended, without any other change, amendment, modification or waiver to the CD, for additional periods of one (1) year from the initial expiration date listed above, or the expiration date of any extension of the CD, as applicable, unless this institution notifies Commissioner by certified mail, return receipt requested, postage prepaid, at least sixty (60) days prior to the impending expiration date that this institution elects to not extend the CD for an additional period. Following receipt by Commissioner of such notice not to extend, the Commissioner may draw upon the CD without providing either of the statements outlined above.

8. In the event that Depositor and/or this institution is served with notice of any action brought against Depositor or this institution under, as a result of, or in connection with the CD, Depositor and/or this institution, as applicable, shall forthwith deliver a copy of such notice to Commissioner by certified mail, return receipt requested, postage prepaid.

### CERTIFICATE OF DEPOSIT

ISSUING FINANCIAL INSTITUTION/BANK:

CERTIFICATE OF DEPOSIT:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NUMBER OF THIS CD

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_. 20\_\_\_\_  
DATE

\_\_\_\_\_  
CITY/STATE/ZIP CODE

\_\_\_\_\_, ("Depositor"), whose  
Depositor's name, taxpayer I.D. number, and, if applicable, type of entity

Address is \_\_\_\_\_, has  
deposited in this Financial Institution/Bank, pursuant to NRS Chapter 598.726 and 598.752, the sum of One  
Hundred Thousand Dollars (\$100,000.00) ("Deposit"), for a duration of \_\_\_\_\_ days.

The Deposit is payable to the Division of Mortgage Lending, Department of Business and Industry,  
State of Nevada ("Division"), upon surrender of this document properly endorsed by the Division or by written  
notification from the Division by this Financial Institution/Bank. The Deposit shall accrue interest at the rate  
of \_\_\_\_ percent (\_\_\_\_%) per annum, which shall be payable to Depositor on \_\_\_\_\_.

The Division's payment of the Deposit, or any portion thereof, to the Depositor, after this financial  
institution has paid the Deposit, or any such portion thereof, to the Division, is conditioned upon the  
Depositor's compliance with the provisions of NRS 598.701 to 598.787 inclusive.

This is a non-negotiable receipt for Deposit. This Certificate of Deposit will automatically be renewed  
at each maturity date unless withdrawn by the Division. On date of renewal, the interest rate will be changed  
or correspond to the current rates. No withdrawal or redemption prior to maturity is permitted without penalty  
of interest as set by this Financial Institution/Bank. Any change made in the terms of this Certificate of Deposit  
constitutes redemption prior to maturity and will subject Depositor to substantial interest penalties.

I hereby certify on behalf of the institution that this institution is insured by an agency of the United States Government.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me, a notary public, \_\_\_\_\_, personally known or proven to me to be the person whose name is subscribed to the above instrument who acknowledged that he/she executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC in and for said State and County

AGREED TO AND APPROVED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DEPOSITOR'S NAME AND, IF APPLICABLE, TYPE OF ENTITY

\_\_\_\_\_  
PRINTED NAME OF SIGNATORY

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me, a notary public, \_\_\_\_\_, personally known or proven to me to be the person whose name is subscribed to the above instrument who acknowledged that he/she executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC in and for said  
State and County