

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

For complete Form 19b-4 instructions please refer to the EFFS website.

Form 19b-4 Information

The self-regulatory organization must provide all required information, presented in a clear and comprehensible manner, to enable the public to provide meaningful comment on the proposal and for the Commission to determine whether the proposal is consistent with the Act and applicable rules and regulations under the Act.

Exhibit 1 - Notice of Proposed Rule Change

The Notice section of this Form 19b-4 must comply with the guidelines for publication in the Federal Register as well as any requirements for electronic filing as published by the Commission (if applicable). The Office of the Federal Register (OFR) offers guidance on Federal Register publication requirements in the Federal Register Document Drafting Handbook, October 1998 Revision. For example, all references to the federal securities laws must include the corresponding cite to the United States Code in a footnote. All references to SEC rules must include the corresponding cite to the Code of Federal Regulations in a footnote. All references to Securities Exchange Act Releases must include the release number, release date, Federal Register cite, Federal Register date, and corresponding file number (e.g., SR-[SRO]-xx-xx). A material failure to comply with these guidelines will result in the proposed rule change being deemed not properly filed. See also Rule 0-3 under the Act (17 CFR 240.0-3)

Exhibit 2 - Notices, Written Comments, Transcripts, Other Communications

Copies of notices, written comments, transcripts, other communications. If such documents cannot be filed electronically in accordance with Instruction F, they shall be filed in accordance with Instruction G.

Exhibit Sent As Paper Document

Exhibit 3 - Form, Report, or Questionnaire

Copies of any form, report, or questionnaire that the self-regulatory organization proposes to use to help implement or operate the proposed rule change, or that is referred to by the proposed rule change.

Exhibit Sent As Paper Document

Exhibit 4 - Marked Copies

The full text shall be marked, in any convenient manner, to indicate additions to and deletions from the immediately preceding filing. The purpose of Exhibit 4 is to permit the staff to identify immediately the changes made from the text of the rule with which it has been working.

Exhibit 5 - Proposed Rule Text

The self-regulatory organization may choose to attach as Exhibit 5 proposed changes to rule text in place of providing it in Item 1 and which may otherwise be more easily readable if provided separately from Form 19b-4. Exhibit 5 shall be considered part of the proposed rule change.

Partial Amendment

If the self-regulatory organization is amending only part of the text of a lengthy proposed rule change, it may, with the Commission's permission, file only those portions of the text of the proposed rule change in which changes are being made if the filing (i.e. partial amendment) is clearly understandable on its face. Such partial amendment shall be clearly identified and marked to show deletions and additions.

1. Text of Proposed Rule Change.

- (a) The proposed rule change is annexed hereto as Exhibit 5.
- (b) Not applicable.
- (c) Not applicable.

2. Procedures of the Self-Regulatory Organization.

- (a) DTC has not received, and does not require, Board approval for the present filing.

3. Self-Regulatory Organization's Statement of the Purpose of, and Statutory Basis for, the Proposed Rule Change.

(a) The Depository Trust Company (“DTC”) is filing the proposed rule change to incorporate the terms and conditions of various participant agreements relating to DTC’s Custody service into the DTC Custody service guide (the “Guide”).¹ Specifically, DTC is incorporating the terms of three Custody service participant agreements into the Guide, namely: (i) the High Value Letter², (ii) New York Window Service Agreement³, and (iii) Medallion Signature Guarantee/Stamp letter⁴. The terms incorporated by this filing into the Guide match those currently included in the forms, affording both DTC and its participants the same rights and responsibilities as those afforded by the agreements.

(b) The proposed rule change is consistent with the requirements of the Securities Exchange Act of 1934, as amended (the “Act”), and the rules and regulations thereunder, because it incorporates existing terms of DTC participant agreements into DTC’s rules, and thus facilitates the safeguarding of securities in DTC’s custody or control.

4. Self-Regulatory Organization's Statement on Burden on Competition.

DTC does not believe that the proposed rule change will have any impact, or impose any burden, on competition.

¹ For background information on the Custody Service Guide, which replaced applicable Participant Operating Procedures relating to the Custody service, please see Securities Exchange Act Release No. 34-44719 (August 17, 2001), 66 FR 44656 (August 24, 2001) [File No. SR-DTC-2001-01].

² The High Value Letter defines the extent of loss that DTC would incur in connection with the processing of certain “high value” certificates as being limited by the extent of the DTC insurance coverage at the time of an incident of loss.

³ The Window Services Agreement sets forth the terms and conditions for a participant’s use of the New York Window Service, a service offered under the umbrella of the Custody service.

⁴ The Medallion Signature Guarantee letter sets forth the terms and conditions for DTC’s use of certain participant stamps and medallions in connection with the New York Window Service.

5. Self-Regulatory Organization's Statement on Comments on the Proposed Rule Change Received from Members, Participants, or Others.

Written comments relating to the proposed rule change have not yet been solicited or received. DTC will notify the Commission of any written comments received by DTC.

6. Extension of Time Period for Commission Action.

DTC does not consent to an extension of the time period specified in Section 19(b)(2) of the Act for Commission action.

7. Basis for Summary Effectiveness Pursuant to Section 19(b)(3) or for Accelerated Effectiveness Pursuant to Section 19(b)(2).

(a) The proposed rule change is to take effect pursuant to paragraph (A) of Section 19(b)(3) of the Act.

(b) The proposed rule change effects a change to the procedures of DTC that (i) does not adversely affect the safeguarding of securities or funds in the custody or control of DTC or for which it is responsible; and (ii) does not significantly affect the respective rights or obligations of DTC or persons using this service, as it incorporates into DTC's procedures the terms and conditions of existing participant agreements.

(c) Not applicable.

(d) Not applicable.

8. Proposed Rule Change Based on Rules of Another Self-Regulatory Organization or of the Commission.

9. Exhibits

Exhibit 1 - Notice of proposed rule change for publication in the Federal Register.

Exhibit 2 - n/a

Exhibit 3 - n/a

Exhibit 4 - n/a

Exhibit 5 – Textual changes to Custody Service Guide

EXHIBIT 1

SECURITIES AND EXCHANGE COMMISSION

(Release No. 34-_____ ; File No. SR-DTC-2006-09)

SELF-REGULATORY ORGANIZATIONS

(a) Proposed Rule Change by The Depository Trust Company (“DTC”) to revise the DTC Custody Service Guide to incorporate the terms of various participant agreements.

Pursuant to Section 19(b)(1) of the Securities Exchange Act of 1934 (the “Act”), 15 U.S.C. 78s(b)(1), notice is hereby given that on _____, DTC filed with the Securities and Exchange Commission (“Commission”) the proposed rule change as described in Items I, II, and III below, which Items have been prepared by DTC. The Commission is publishing this notice to solicit comments on the proposed rule change from interested persons.

I. Self-Regulatory Organization's Statement of the Terms of Substance of the Proposed Rule Change

As discussed below, this rule change effects a centralized billing process for a fee related to Profile (as defined above).

II. Self-Regulatory Organization's Statement of the Purpose of, and Statutory Basis for, the Proposed Rule Change

In its filing with the Commission, DTC included statements concerning the purpose of and basis for the proposed rule change and discussed any comments it received on the proposed rule change. The text of these statements may be examined at the places specified in Item IV below. DTC has prepared summaries, set forth in sections (A), (B) and (C) below, of the most significant aspects of such statements.

A. Self-Regulatory Organization's Statement of the Purpose of, and Statutory Basis for, the Proposed Rule Change.

(i) The Depository Trust Company (“DTC”) is filing the proposed rule change to incorporate the terms and conditions of various participant agreements relating

to DTC's Custody service into the DTC Custody service guide (the "Guide").¹ Specifically, DTC is incorporating the terms of three Custody service participant agreements into the Guide, namely: (i) the High Value Letter², (ii) New York Window Service Agreement³, and (iii) Medallion Signature Guarantee/Stamp letter⁴. The terms incorporated by this filing into the Guide match those currently included in the forms, affording both DTC and its participants the same rights and responsibilities as those afforded by the agreements.

(ii) The proposed rule change is consistent with the requirements of the Securities Exchange Act of 1934, as amended (the "Act"), and the rules and regulations thereunder, because it incorporates existing terms of DTC participant agreements into DTC's rules, and thus facilitates the safeguarding of securities in DTC's custody or control.

B. Self-Regulatory Organization's Statement on Burden on Competition.

DTC does not believe that the proposed rule change will have any impact, or impose any burden, on competition.

C. Self-Regulatory Organization's Statement on Comments on the Proposed Rule Change Received from Members, Participants, or Others.

Written comments relating to the proposed rule change have not been solicited or received.

III. Date of Effectiveness of the Proposed Rule Change and Timing for Commission Action

The foregoing rule change has become effective pursuant to Section 19(b)(3)(A) of the Act and paragraph (f) of Rule 19b-4 thereunder. At any time within 60 days of the filing of the proposed rule change, the Commission may summarily abrogate such rule change if it appears to the Commission that such action is necessary or appropriate in the public interest, for the protection of investors, or otherwise in furtherance of the purposes of the Act.

IV. Solicitation of Comments

¹ For background information on the Custody Service Guide, which replaced applicable Participant Operating Procedures relating to the Custody service, please see Securities Exchange Act Release No. 34-44719 (August 17, 2001), 66 FR 44656 (August 24, 2001) [File No. SR-DTC-2001-01].

² The High Value Letter defines the extent of loss that DTC would incur in connection with the processing of certain "high value" certificates as being limited by the extent of the DTC insurance coverage at the time of an incident of loss.

³ The Window Services Agreement sets forth the terms and conditions for a participant's use of the New York Window Service, a service offered under the umbrella of the Custody service.

⁴ The Medallion Signature Guarantee letter sets forth the terms and conditions for DTC's use of certain participant stamps and medallions in connection with the New York Window Service.

Interested persons are invited to submit written data, views and arguments concerning the foregoing, including whether the proposed rule change is consistent with the Act. Comments may be submitted by any of the following methods:

- Electronic comments may be submitted by using the Commission's Internet comment form (<http://www.sec.gov/rules/sro.shtml>), or send an e-mail to rule-comment@sec.gov. Please include File No. [XX] on the subject line.
- Paper comments should be sent in triplicate to Jonathan G. Katz, Secretary, Securities and Exchange Commission, 100 F Street, NE, Washington D.C. 20549-9303.

All submissions should refer to File Number [XX]. This file number should be included on the subject line if e-mail is used. To help the Commission process and review your comments more efficiently, please use only one method. The Commission will post all comments on the Commission's Internet Web site (<http://www.sec.gov/rules/sro.shtml>). Copies of the submission, all subsequent amendments, all written statements with respect to the proposed rule change that are filed with the Commission, and all written communications relating to the proposed rule change between the Commission and any person, other than those that may be withheld from the public in accordance with the provisions of 5 U.S.C 552, will be available for inspection and copying in the Commission's Public Reference Room, 100 F Street, NE, Washington D.C. 20549-9303. Copies of such filing also will be available for inspection and copying at the principal office of DTC. All comments received will be posted without change; the Commission does not edit personal identifying information from submissions. You should submit only information that you wish to make available publicly. All submission should refer to the file number above and should be submitted within _____ days after the date of publication.

For the Commission, by the Division of Market Regulation, pursuant to delegated authority.

Jonathan G. Katz

EXHIBIT 5

Underlined, Boldfaced Text indicates additional language
[**Bracketed, Boldfaced Text**] indicates deleted language

* * *

THE DEPOSITORY TRUST COMPANY

CUSTODY SERVICE GUIDE

* * *

CUSTODY:

ABOUT CUSTODY:

INTRODUCTION

* * *

INSURANCE AND REPLACEMENT OF CERTIFICATES

DTC carries insurance to cover the costs of replacing certificates lost in transit or on its premises. It is recommended that you review your holdings and, when possible, submit these certificates for breakdowns so that the dollar value remains within DTC's insurance limits.

In addition, you are asked to consider assigning high-value certificates to Cede & Co. to limit negotiability. When possible, arrangements are made with transfer agents or issuers to cancel these certificates before shipment. **[Refer to the "Custody High Value Certificate" letter on DTC's Web site at <https://login.dtcc.com/dtcorg>.] DTC limits its liability for loss with respect to high-value certificates to the Limit, as defined below; however DTC's liability for loss is not limited to the Limit to the extent that such loss is caused directly by DTC's gross negligence or willful misconduct; provided that in no event shall DTC be liable for any special, consequential, exemplary, incidental, or punitive damages in this regard. The "Limit" is defined as DTC's insurance coverage at the time of the loss in question, provided that with respect to a loss during shipment, the Limit is the lesser of DTC's insurance coverage at the time of the loss in question and \$100 million. Participants may request from time to time information regarding DTC's insurance coverage.**

Where appropriate, DTC has modified its internal procedures to further control, safeguard and limit the risk of potential loss of a high value certificate. For example, we will work with your staff to breakdown into smaller workable denominations each high value certificate so that they fall within a more acceptable range of value. In addition, where possible, arrangements will be made with transfer agents/issuers to cancel these certificates prior to their shipment.

As noted above, DTC is also recommending that each Participant review its customers' high value certificates and, where possible, submit these certificates for denomination breakdowns to stay under the Limit. For those certificates that cannot be transferred into smaller denominations and exceed the Limit, DTC's liability for loss is limited to the Limit. The Participant's insurance would take effect above the Limit.

Notwithstanding the above, DTC's liability for loss is not Limited to the Limit to the extent that such loss is caused directly by DTC's gross negligence or willful misconduct; provided that in no event shall DTC be liable for any special, consequential, exemplary, incidental or punitive damages in connection therewith.

Note- DTC's liability for loss, under any circumstance, is limited to its existing insurance coverage and participants will be required to acknowledge this in writing.

CUSTOMIZED LETTERHEADS

You can instruct DTC to have your company's letterhead and the facsimile signature of the person you choose appear on letters accompanying certificates being mailed by DTC to your customers.

ABOUT THE CUSTODY SERVICE CHECKLIST

Before participating in the Custody Service, you must complete and return a checklist, which you can get from your Relationship Manager or via DTC's Web site at <https://login.dtcc.com/dtcorg>. The checklist is designed to

- Provide critical business information.
- Allow DTC to understand more thoroughly your business needs
- Make your move to the Custody Service as seamless as possible.

DTC also requires a signed letter acknowledging your awareness of insurance limitations on high-value certificates.

Refer to the "Custody High Value Certificate" letter on DTC's Web site at <https://login.dtcc.com/dtcorg>.

* * *

NEW YORK WINDOW SERVICE

About the Product

The New York Window (NYW) provides clearance and settlement service for physical securities and related paperwork. The service allows firms to clear and settle trades outside DTC's regular book-entry settlement services. Some of the trades that might clear through the NYW are securities that are not DTC-eligible, restricted securities, and mutual fund re-registration letters.

[To participate in the New York Window Service, access our Web site <https://login.dtcc.com/dtcorg>, obtain and sign the "New York Window Medallion Signature Guarantee" agreement.]

A Participant's usage of the New York Window Service, and DTC's provision of such service, is subject to the terms and conditions set forth at the end of this section.

How the Product Works

[Once you have sent DTC the "New York Window Medallion Signature Guarantee" agreement (obtained on our Web site at <https://login.dtcc.com/dtccorg>),] Subject to the terms and conditions listed below at the end of this section, you can use the New York Window Service for physical settlement and clearance of all your positions held in custody at DTC.

You can submit instructions via the CUSTfunction to arrange deliveries of securities from our vault to the Securities Industry Automation Corporation (SIAC).

For receives, the NYW messengers pick up ESS envelopes from SIAC and delivers them to the NYW. The contents are verified and entered into the system.

For transfers, the NYW sends and track certificates, books in transferred certificates, and follows your standing instructions on the actions to take with transferred securities.

Physical Settlement and Clearance

* * *

Transfers

* * *

Terms and Conditions for a Participant's usage, and DTC's provision of, the New York Window Service

In addition to the Rules and Procedures of DTC (including this Service Guide), and the Participant Agreement between DTC and the Participant, a Participant's usage of the New York Window Service, and DTC's provision of this service, is subject to the following terms and conditions:

- 1. DTC will offer the New York Window Service at the request of the Participant and as an accommodation for its Participants. DTC does not represent or warrant that the use of the New York Window Service is either the most cost efficient or operationally efficient means of resolving Participant's special processing problems as compared with other alternatives.**
- 2. DTC may, in its sole discretion, permit a Participant to provide its own employees to perform certain New York Window Services on that Participant's behalf. To the extent the Participant provides its own employees to perform such services, Participant shall be responsible for all costs associated with or arising out of the employment of such employees, including but not limited to salary, overtime pay, insurance premiums and all other employee benefits provided by such Participants to its employees and shall further be responsible for all federal, state, withholding, or other tax obligations with respect to such employees. Furthermore, to the extent the individuals performing the New York Window Services on the Participant's behalf are employees assigned by Participant to perform such services, DTC shall have no liability for any action taken by such individual, unless such action was taken, or not taken, at the direction of DTC acting on its own behalf and not the agent of a Participant. The Participant shall not utilize the services of the employees or agents of other Participants who are**

on the premises of DTC to perform New York Window Services on such other Participants' behalf.

3. EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH 3, OR IN PARAGRAPHS 9 AND 10 OF THESE TERMS AND CONDITIONS BELOW, THE PARTICIPANT SHALL BE SOLELY RESPONSIBLE FOR AND SHALL BEAR ANY LOSS, COST, DAMAGE, OR EXPENSE (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS WHICH SHALL BE PAID AS INCURRED) WHICH THE PARTICIPANT MAY SUFFER OR INCUR ON ACCOUNT OF OR AS A RESULT OF: (A) ANY FAILURE BY DTC, ITS AGENT, OR ANY INDIVIDUAL PERFORMING ANY NEW YORK WINDOW SERVICE TO PERFORM ANY OF THE SERVICES WHICH IT HAS AGREED TO PERFORM HEREUNDER OR IN DTC'S RULES OR PROCEDURES, AS SUCH MAY BE AMENDED FROM TIME TO TIME, OR TO PERFORM ANY SUCH SERVICE TIMELY, COMPLETELY, OR IN THE MANNER IT HAS AGREED TO PERFORM SUCH SERVICE, OR (B) ANY FAILURE BY DTC, ITS AGENT, OR ANY INDIVIDUAL PERFORMING ANY NEW YORK WINDOW SERVICES TO DELIVER OR RECEIVE SECURITIES OR PAYMENT THEREFOR OR ANY OTHER ITEMS IN CONNECTION WITH THE NEW YORK WINDOW SERVICE. DTC WILL NOT BE LIABLE FOR ANY CLAIM RELATING TO THE NEW YORK WINDOW SERVICE, OTHER THAN AS PROVIDED FOR IN THIS PARAGRAPH 3, OR PARAGRAPHS 9 AND 10 BELOW, WHETHER OR NOT BASED UPON THE ACTIVE OR PASSIVE NEGLIGENCE OF DTC OR ANY OTHER PARTY, AND THE PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS DTC AND ITS PARTICIPANTS FUND, AND EACH OF ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY CLAIM, LOSS, COST, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES AND DISBURSEMENTS, WHICH SHALL BE PAID AS INCURRED) WHICH MAY BE ASSERTED AGAINST OR SUFFERED OR INCURRED BY DTC OR ITS PARTICIPANTS FUND, OR ANY DTC SHAREHOLDER, DIRECTOR, OFFICER, EMPLOYEE, OR AGENT ON ACCOUNT OF ANY ACTION TAKEN OR FAILURE TO ACT WITH RESPECT TO THE NEW YORK WINDOW SERVICE, WHETHER OR NOT SUCH AN ACTION OR INACTION IS ALLEGED TO BE ACTIVELY OR PASSIVELY NEGLIGENT (EXCEPT THAT THE FOREGOING INDEMNITY SHALL NOT COVER ANY SUCH PERSON WITH RESPECT TO ANY LOSS OR DAMAGE DIRECTLY ATTRIBUTABLE TO ANY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR CRIMINAL ACT OF ANY SUCH PERSON). NOTWITHSTANDING THE FOREGOING, DTC MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, REIMBURSE A PARTICIPANT FOR DIRECT LOSSES SUFFERED OR INCURRED ON ACCOUNT OF OR AS A RESULT OF USE BY THE PARTICIPANT OF THE NEW YORK WINDOW SERVICE. IN ADDITION, PARTICIPANT WILL REIMBURSE DTC, ITS PARTICIPANTS FUND, OR ANY DTC SHAREHOLDER, DIRECTOR, OFFICER, EMPLOYEE OR AGENT FOR ANY UNUSUAL EXPENSE INCURRED BY ANY SUCH PARTY DIRECTLY OR INDIRECTLY AS A RESULT OF PERFORMING THE NEW YORK WINDOW SERVICE FOR PARTICIPANT PURSUANT HERETO, INCLUDING WITHOUT LIMITATION, ALL REASONABLE FEES AND EXPENSES INCURRED IN PROVIDING RECORDS OR TESTIFYING OR OTHERWISE GIVING EVIDENCE IN ACCORDANCE WITH ANY COURT ORDER OR LEGAL PROCESS. THIS LIMITATION UPON LIABILITY MAY NOT BE AMENDED EXCEPT BY A DULY AUTHORIZED WRITING EXECUTED BY AN OFFICER/PARTNER OR PARTICIPANT AND AN OFFICER OF DTC.
4. When processing of certificates in connection with its New York Window Service, DTC may use a Participant's Medallion Signature Guarantee stamp(s), Attorney Release stamp(s), and Tax Waiver/CEDE & Co. Assignment stamp(s) ("Medallions and/or Stamps"). DTC shall not use the Medallions or Stamps except for the specific intended purpose of making negotiable Participant securities for transfer or sale in accordance with Participant's instructions (including standard instructions). Each such Medallion or Stamp provided by a Participant to DTC shall be registered in the name and bear the facsimile signature of a duly authorized officer of the Participant, and shall remain under the control of such officer, and each use of each such Medallion or Stamp by DTC shall be deemed to be done under the authority of such duly authorized officer.
5. During non-business hours a Participant's Medallions and Stamps held by DTC will be secured in DTC's vaults.
6. DTC will use a control log to track the daily issuance and return of a Participant's Medallions and Stamps. During business hours, the Participant's Medallions or

Stamps will be kept in a secured container with access to such container being controlled by DTC supervisors.

7. **Any requests by DTC for Medallion or Stamp replacement (due to breakage), will be made to the Participant in writing.**
8. **A Participant's Medallions and Stamps remain the property of the Participant and must be returned to the Participant upon demand.**
9. **DTC will indemnify and hold the Participant harmless against any claims, losses, proceedings, liabilities, judgments, damages, costs, or expenses (including, without limitation, attorneys' fees and costs) of any kind and character suffered by the Participant caused by the gross negligence or willful misconduct of DTC or its employees relating to its failure to act in accordance with these terms and conditions as they relate to DTC's use of the Medallions and/or Stamps.**
10. **Any Participant utilizing DTC's New York Window Service, through its duly authorized officers authorizes DTC to affix various Participant Medallions and Stamps to certificates upon instruction of the Participant (including standing instructions) in order to make such certificates negotiable for sale or transfer. The Medallions and Stamps, which will be supplied to DTC by Participant, will include signature guarantees, power of attorney releases, tax waivers and CEDE & Co. Assignment stamps. The Participant will indemnify and hold DTC harmless against all claims, losses, proceedings, judgments, costs, expenses, damages, or liabilities (including without limitation, attorneys' fees and costs) of any kind and character suffered by DTC arising out of DTC's affixing Participant stamps and medallions to those certificates in accordance with these terms and conditions, provided, however, that Participant shall not indemnify DTC for any claims, losses, proceedings, judgments, costs, liabilities, damages or expenses (including, without limitation, attorneys' fees and costs) relating to DTC's use of the Medallions and/or Stamps that are a result of the gross negligence or willful misconduct of DTC or any of its employees or agents.**
11. **DTC shall allow a Participant access to copies of certificates and related documentation received by DTC from Participant or other DTC Participants as part of DTC's processing of securities for Participant.**
12. **By utilizing DTC's New York Window Service, a Participant represents that it has informed the underwriter of its Medallion program surety bond of the arrangement contemplated by these terms and conditions and has provided such underwriter a copy hereof, and that Participant's underwriter agrees that such arrangement will not affect coverage under such bond.**