### TOPIARY BENEFIT PLAN INVESTOR FUND LLC Form 40-17G November 16, 2006

November 16, 2006
Securities and Exchange Commission
Office of Filings and Information Services
100 F Street, NE
Washington, DC 20549
Re: Investment Company Fidelity Bond for
DB Hedge Strategies Fund LLC and
The Topiary Group: The Topiary Fund for Benefit Plan Investors (BPI) LLC The Topiary Master Fund for Benefit Plan Investors (BPI) LLC
(collectively, the Funds )
Dear Sir/Madam:  On behalf of the Funds, enclosed for filing with the Securities and Exchange Commission, pursuant to the requirements of Rule 17g-1(g) of the
Investment Company Act of 1940, as amended, are the following:
<ol> <li>A copy of the joint Investment Company Blanket Bond for the period of June 6, 2006 to June 6, 2007,</li> <li>A copy of the resolution of a majority of the Board of Directors of the Funds who are not "interested persons" of the Funds approving the form and amount of the bond,</li> <li>A statement showing the amount of the single insured bond which each Fund would have provided and maintained had it not been named as an insured under a joint insured bond, and</li> <li>A copy of the agreement between all of the named insured Funds entered into pursuant to paragraph (f).</li> </ol>
Premiums have been paid for the period from June 6, 2006 to June 6, 2007.
If you have any questions or need further information, please contact me at 212-454-6849.
Very truly yours

### /s/ John H. Kim

John H. Kim

Secretary of the Funds

Resolutions Of The Board Of Directors Of

DB Hedge Strategies Fund LLC and
The Topiary Fund for Benefit Plan Investors (BPI) LLC
The Topiary Master Fund for Benefit Plan Investors (BPI) LLC
As Adopted Unanimously At Their
Regular Meeting
September 8, 2006
RESOLVED, that the Investment Company Blanket Bond (the Bond) issued by National Union Fire Insurance Company with a liability limit of \$850,000 and a deductible of \$50,000 (\$0 for the fidelity bond) for the period from June 6, 2006 to June 6, 2007 with a premium of \$1,200 is deemed reasonable and is ratified, confirmed and approved, and at a minimum meets the requirements for fidelity bond coverage required by Rule 17g-1 under the Investment Company Act of 1940; and that the officers of each Investment Company listed below are hereby authorized and directed to maintain such coverage:
DB Hedge Strategies Fund LLC
The Topiary Fund for Benefit Plan Investors (BPI) LLC
The Topiary Master Fund for Benefit Plan Investors (BPI) LLC
FURTHER RESOLVED, that the premiums of the Bond be allocated in the following proportion: each Investment Company shall be allocated a proportion of the premium equal to the proportion that the minimum amount of fidelity bond coverage required for each Investment Company individually under Rule 17g-1 under the Investment Company Act of 1940 bears to the total coverage; and  FURTHER RESOLVED, that the officers of the Funds are hereby authorized to enter into a Fidelity Bond Insurance Allocation Agreement in
conformity with paragraph (f) of Rule 17g-1 under the Investment Company Act of 1940, as amended, in substantially the form presented to this meeting, with such changes as may be recommended by counsel, such approval to be conclusively evidenced by execution of the agreement by an officer of the Funds.
Respectfully Submitted By John H. Kim, Secretary of the Funds

DB Hedge Strategies Fund LLC

The Topiary Fund for Benefit Plan Investors (BPI) LLC

The Topiary Master Fund for Benefit Plan Investors (BPI) LLC

Premium Estimates For

Standalone Bond for Each Fund

Named Insured DB Hedge Strategies Fund LLC	Gross Assets at May 31, 2006 \$6,919,842	Rule 17g-1 Requirement (minimum bond) \$150,000	Estimated Premium Cost for nStandalone Policy** \$600
The Topiary Fund Group:	\$77,962,041	\$450,000	\$1,800
The Topiary Fund for Benefit Plan Investor (BPI) LLC	'S		
The Topiary Master Fund for Benefit Plan Investors (BPI) LLC			
Total:	\$84,881,883	\$600,000*	\$2,400

<sup>\*</sup> Actual bond is \$850,000

<sup>\*\*</sup> Estimated by ICI Mutual Insurance Company

#### FIDELITY BOND

#### INSURANCE ALLOCATION AGREEMENT

THIS INSURANCE ALLOCATION AGREEMENT (the listed as signatories on Schedule A to this Agreement (the parties ). Agreement ) is made as of September 8, 2006 by and among the investment companies Funds , sometimes individually hereinafter referred to as a party or collectively as parties ).

WHEREAS, the Funds have been named as insured parties ( Insureds ) under a joint insured fidelity bond (hereinafter referred to individually as a Bond and collectively as the Bonds ) as may be approved, from time to time, by the Funds Board of Directors (the Board );

WHEREAS, the parties desire to establish further (i) the criteria by which the premiums for the Bond shall be allocated among the parties, (ii) the basis on which additional investment companies for which the Adviser or its affiliates may hereafter act as investment adviser may be added as named Insureds under the Bond, (iii) the criteria by which the amounts payable under the Bond shall be allocated among the parties covered under same, and (iv) the manner in which the Adviser will report to the Funds Board information about claims and payments under the Bond:

#### NOW, THEREFORE, it is agreed as follows:

- 1. Each Fund shall pay a portion of the premium of each Bond under which it is covered, which portion shall be determined as of a specified date, which date shall be the same for all Funds, as allocated in such equitable manner as mutually agreed upon by the Funds, subject to the approval of the Board, including a majority of the non-interested directors, which amounts are set forth on Schedule B to this Agreement. From time to time, adjustments may be made by mutual agreement of the Funds to the portion of the balance of the premiums theretofore paid by a Fund, subject to the approval of the Board, including a majority of the non-interested directors, based on a subsequent change or changes in the gross assets of one or more Funds that affects the amount which the Fund would have paid had it provided and maintained a single insured bond with the minimum coverage required by Rule 17g-1(d) under the Investment Company Act of 1940, as amended (the Act ) or the addition or withdrawal of a Fund or Funds pursuant to this Agreement.
- 2. If each of the insurers issuing a Bond (the Insurers ) is willing, with or without additional premium, to add, as an Insured under a Bond, any investment company not listed as a signatory to this Agreement for which the Adviser or an affiliate thereof is investment adviser, administrator or underwriter, which investment company may be included in the Bond pursuant to Rule 17g-1(b) under the Act, the Funds agree (a) that such addition may be made provided that the non-interested directors of the Funds covered by the Bond shall approve such addition and (b) that such additional entity may become a party to this Agreement and be included within the terms. Fund or party, provided that in each case such entity shall have executed and delivered to the Funds its written agreement to become a party hereto and to be bound by the terms of this Agreement.
- 3. In the event that the claims of loss of two or more Insureds under the Bonds are so related that the Insurer(s) are entitled to assert that the claims must be aggregated, or in the event that the aggregate recovery by two or more Insureds under the Bonds is less than the aggregate loss incurred by the Insureds that gave rise to the claims, the following rules shall determine, as among the claimants, the priority of satisfaction of the claims under the Bonds:

Each Fund claimant with respect to the same claim shall receive the lesser of (i) proceeds equal to the full amount of its claim or (ii) the amount which it would have received had it provided and maintained a single insured bond with

a minimum coverage which such Fund would have been required to carry by Rule 17g-1(d) under the Act at the time the claim arose.

- 4. The Adviser shall provide, on a quarterly basis, a report to the Funds Board which shall include:
  - (i) a description of any claim made during the preceding calendar quarter under any of the Bonds; and
  - (ii) a description of the current status of any matter previously reported by the Adviser to the Funds respective Boards pursuant to this Section 4.
- 5. This Agreement shall become effective as of the date first above written, and shall remain in full force and effect during the effective period of the Bonds as specified therein. Any party may withdraw from this Agreement and the Bonds upon sixty (60) days written notice to each of the other parties and the Securities and Exchange Commission in accordance with Rule 17g-1 under the Act. The withdrawing party shall be entitled to receive its proportionate share of any premium refund received from the Insurer.
- 6. This Agreement shall supersede all prior premium sharing and allocation agreements entered into among the Funds. Notwithstanding the foregoing, claims made under a Bond during a period prior to the effective date of this Agreement (and any recoveries related to any such claims) shall be subject to the terms of the premium sharing and allocation agreement in effect during that period.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their officers, as appropriate, hereunto duly authorized all as of the day and year first above written.

By: <u>/s/ John H. Kim</u> Name: John H. Kim

Title: Secretary

DB Hedge Strategies Fund LLC

By: <u>/s/ John H. Kim</u> Name: John H. Kim

Title: Secretary

The Topiary Group:

The Topiary Fund for Benefit Plan Investors (BPI) LLC

The Topiary Master Fund for Benefit Plan Investors (BPI) LLC

### SCHEDULE A: INSUREDS

### **FUNDS**

DB Hedge Strategies Fund LLC

The Topiary Fund for Benefit Plan Investors (BPI) LLC

The Topiary Master Fund for Benefit Plan Investors (BPI) LLC

### SCHEDULE B

Named Insured DB Hedge Strategies Fund LLC	Gross Assets at May 31 2006 \$6,919.842	Rule 17g-1 Requirement (minimum bond) \$150,000	Allocated % Premium Cost 25%	Premium Cost \$300
The Topiary Fund Group:	\$77,962,041	\$450,000	75%	\$900
The Topiary Fund for Benefit Plan Investors (BPI) LLC				
The Topiary Master Fund for Benefit Plan Investors (BPI) LLC				
Total:	\$84,881,883	\$600,000*	100%	\$1,200

<sup>\*</sup>Actual bond is \$850,000