

Bond No. _____

\$ 50,000.00

**Loan Broker
Surety Bond**

THIS SURETY BOND is given by _____
_____ (address),

City of _____, County of _____, and State of _____

As Principal, and _____, as Surety, a corporation organized under the laws of the state of _____, and licensed to transact a surety business in the State of North Carolina, and whose address is shown below to the North Carolina Secretary of State(the "Secretary") under the following terms and conditions.

Principal and Surety are held firmly bound unto the North Carolina Secretary of State for the use and benefit of claimants against the Principal in the sum of Fifty Thousand Dollars (\$50,000.00), the payment of which principal and Surety severally bind themselves, their successors, assigns, and legal representatives, to secure faithful performance of the obligations of the Principal for its conduct and that of its officers, employees under Article 20 SS 66-108 of the North Carolina General Statutes as it now exists or is later amended.

WHEREAS, the Principal has applied for or has been granted licensure as a loan broker under NC GS Article 20, SS 66-108 ;

and

WHEREAS, Secretary requires a loan broker to post and maintain Surety Bond in the sum of Fifty Thousand Dollars (\$ 50,000.00), or deposit cash or securities in an equivalent sum in lieu of a surety bond; and

WHEREAS, the principal has elected to post a Surety Bond;

NOW, THEREFORE, the condition of the foregoing obligation is such that:

1. If the Principal faithfully performs all obligations under the NC GS Article 20 SS 66-108 with respect to acting as a loan broker, this obligation will be void; otherwise the same will remain in full force and effect.
2. The Surety may terminate its obligation under this Surety Bond by giving the Secretary ninety (90) days written notice at the address shown below. Provided, however, such notice shall not affect any liability arising prior to the effective date of the cancellation of this Surety Bond; and the Principal and Surety shall be and remain liable for a period of five (5) years from the date of any action or inaction of Principal that gives rise to a claim under this bond prior to its effective cancellation, unless released in writing, in whole or in part, from such liability by the Secretary.

3. In no event shall the aggregate liability of the Surety for any and all claims to one or more claimant hereunder exceed the penal sum of the surety bond. Provided, however, that in the event that a claim is made and paid under this bond, the Surety shall promptly notify the Principal of the payment of such claim, and the Principal shall have thirty (30) days within which to obtain an endorsement from the Surety to reinstate the total coverage of the bond to its original penal sum.
4. Surety agrees by issuing this bond that it will report promptly (within ten (10) days) to the Secretary any claims paid under this bond.
5. Surety agrees that should the Secretary determine that the Principal has violated any provision of the NC GS Article 20 SS 66-108 and issue an order instructing the Principal to pay certain monies to a claimant(s) by a date certain, Surety will, upon notice from the Secretary that such amount has not been paid by the Principal, promptly (within thirty (30)) remit the payment as instructed by the Secretary. Surety further agrees that should the Principal agree to pay certain monies to a claimant(s) by a date certain pursuant to a settlement agreement with the office of the North Carolina Secretary of State, and the Secretary issues an order approving such settlement and ordering such payment, the Surety will, upon notice, from the Secretary that such amount has not been paid by principal, promptly (within thirty (30)) remit the payment as instructed by the Secretary.
6. This bond shall become effective _____, and shall continue in full force and effect until such time as the same is canceled as provided herein or as otherwise provided by law.

IN WITNESS WHEREOF, the Principal and Surety hereto have executed this surety bond this _____ day _____.

Principal

Attest: _____

By: _____

Title: _____

Name: _____

Title: _____

Surety

Attest: _____

By: _____

Title: _____

Name: _____

Title: _____

Address: _____