BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____,
(Name of Applicant)

_____
(Business Address of Applicant) (City) (State) (Zip) (County)

as PRINCIPAL ("Principal"), and _____
(Name of Surety)

_____
(City) (State) (Zip) (County)

as SURETY, ("Surety"), which is licensed to transact business in the State of Tennessee pursuant to Tenn. Code Ann., §§ 56-15-101 *et seq* are held and firmly bound unto the State of Tennessee, Department of Financial Institutions ("Department"), pursuant to the Tennessee Title Pledge Act, at Tenn. Code Ann. §§ 45-15-101 *et seq*. ("Act"), for use of the Commissioner of the Department ("Commissioner") for the benefit of any person who is injured pursuant to a title pledge or property pledge transaction by the fraud, misrepresentation, breach of contract, financial failure or violation of any provision of this chapter by a title pledge lender in the penal sum of _____ and /100 Dollars ($_____.____) in lawful money of the United States of America, for which payment Principal and Surety bind themselves, their successors and assigns, jointly and severally.

The Principal has applied to the Commissioner for a license to conduct business in Tennessee as a title pledge lender under the Act and the Act requires the Principal to cause a surety bond to be issued in favor of the Commissioner for the benefit of any person injured by the wrongful act, default, fraud or misrepresentation of the Principal, its employees, agents, servants, or independent contractors.

Now if the Principal and its employees, agents, servants and independent contractors shall honestly and faithfully conform and abide by the provisions of the Act and any Rules, Bulletins and Opinions promulgated thereto, properly apply all funds received, perform all duties, obligations and undertakings done pursuant to the Act and any Rules, Bulletins and Opinions promulgated thereto, and promptly pay the Commissioner any and all monies that may become due or owing to the Commissioner and the Department related to the Principal's activities under the Act, then this obligation shall be null and void; otherwise, it shall be in full force and effect.

In addition to the above, Principal and Surety covenant, agree and represent that:

1. This bond shall be interpreted and construed in accordance with the laws of the State of Tennessee;
2. In the event Principal and Surety, or either of them, is served with a notice of a claim on this bond by an individual person or persons or is served with a summons and complaint commencing a legal action against both or either of them under this bond, the Surety and/or Principal shall forthwith provide the Commissioner with written notice of said bond claim or litigation commenced against them under this bond. The notice required under this paragraph shall include a copy of the bond claim or complaint received by the Principal or Surety.
3. In the event the Principal is other than a sole proprietorship, all necessary action shall be taken by the board of directors, partners, members, principal shareholders, etc., to authorize the individuals identified below to execute this bond.
4. Pursuant to Tenn. Code Ann. § 45-15-106(d), this bond shall be effective on _____, 20_____ and shall be in force for a period of one (1) year, with such period ending on _____, 20_____. Upon expiration, a continuation certificate may be submitted as evidence of the renewal of such bond for an additional one (1) year period.
5. Regardless of the number of years this bond remains in effect, the number of claims or claimants, or the number or amount of premiums paid, in no event shall the Surety's aggregate liability exceed the penal amount of this bond.
6. This bond shall be binding upon the Principal and Surety and their Successors or Assigns.
7. In the event that this bond is to be cancelled by either the Principal or Surety during its effective period described above, the Principal or Surety shall provide written notice to the Commissioner thirty (30) days prior to such cancellation.

IN WITNESS WHEREOF, the parties hereto have hereunto set our hands and affixed our seals this ____ day of _____, 20____.

_____ (Seal)
Principal

By: _____ (Seal)
Title

By: _____ (Seal)
Surety or Bonding Company

By: _____ (Seal)
Title

ACKNOWLEDGEMENTS

STATE OF _____)
COUNTY OF _____)

Before me, _____, of the State and County Mentioned, appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged such person to be the _____ of _____, the within named Principal and bargainer, and that, as such _____ executed the foregoing instrument for the purposes contained therein, by personally signing the name of the Principal as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 20_____.

BY: _____

MY COMMISSION EXPIRES: _____, 20____.

STATE OF _____)
COUNTY OF _____)

Before me, _____, of the State and County Mentioned, appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged such person to be the _____ of _____, the within named Surety, and that, as such _____ executed the foregoing instrument for the purposes contained therein, by personally signing the name of the Principal as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 20_____.

BY: _____

MY COMMISSION EXPIRES: _____, 20____.