FIS 0517 (09/09) Office of Financial and Insurance Regulation

ALTERNATIVE BOND IN LIEU OF MICHIGAN BASED TRUST ACCOUNT

BOND NUMBER _____

This form is required pursuant to Sec. 15(5) of the Debt Management Act, P.A. 148 of 1975, as amended.

That _____
(Name of Firm or Person if Sole Proprietor)

operating as _____
(Name of Firm)

_____
(State of Corporation, Partnership, Limited Liability Company, or Individual)

_____

_____

_____

_____
(List Complete Address of all Office covered by this Bond)

as Principal and _____, a Surety Company authorized to transact business in Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the penal sum of _____ lawful money of the United States, to be paid
($25,000-$100,000)
to the people of the State of Michigan, for which payment will and truly be made, we bind ourselves and our heirs, executors, administrators, personal representatives, and successors, jointly and severally, firmly by these presents.

WHEREAS, the said_____,
(Name of Firm)

principal obligor herein, is filing herewith an application to the Michigan Office of Financial and Insurance Regulation for a license to engage in the business of debt management at the office(s) listed above under the provisions of Act 148, Public Acts of 1975, as amended; and

WHEREAS, Section 15(5) of said Act 148 provides, in part, as follows:

"If the trust account described in subsection (1) is maintained at a financial institution described in subsection (1) located outside of this state, the licensee shall furnish a surety bond or irrevocable letter of credit to the people of the State of Michigan in an amount equal to or exceeding 100% of the average amount of deposits held in the trust account from month to month and in a form approved by the department."

NOW, THEREFORE, the condition of this obligation is such that if the said principal obligor herein shall faithfully account for all monies collected upon accounts entrusted to him and his employees and agents, then this obligation shall be void, otherwise the same shall be in full force and effect.

PROVIDED, HOWEVER, in no event shall the aggregate liability of the surety under this bond for any and all claims to one or more claimants exceed the penal sum of this bond.

The Surety may at any time terminate its obligation hereunder by giving thirty (30) days written notice to said Principal and to the Michigan Office of Financial and Insurance Regulation, P.O. Box 30220, Lansing, MI 48909, in which event the liability of the Surety shall at the expiration of the said thirty (30) days cease and terminate, except as to such liability of the Principal occurring prior to the expiration of the said thirty (30) days. If the Surety provides 30 days notice of termination of the Bond, the Principal, if continuing in the debt management business, shall furnish a satisfactory new bond before the expiration of the said thirty (30) day period.

This bond becomes effective as of _____, _____, in support of the license(s) issued for the term ending December 31, _____.

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

_____ (Seal)
(Name of Firm)

By_____
(Officer, Partner, Member, or Sole Proprietor)

_____ (Seal)

BY_____

RETURN ORIGINAL BOND TO:

Office of Financial and Insurance Regulation
Consumer Finance Licensing Unit
PO Box 30220
Lansing MI 48909