SURETY BOND
SUPERVISED LENDER or MORTGAGE COMPANY

Bond Number __________________   Amount $ _______________________

KNOW ALL MEN BY THESE PRESENTS, that we,

______________________________________________________________,
of the City of ______________________, County of ____________________________, State of
______________________________________________________________, as principal and obligor, and ____________________________________, as
Surety are held and firmly bound unto the State of Kansas, Office of the State Bank Commissioner
(hereinafter “OSBC”) in the penal sum of $___ __________________ for payment of which, well and
truly to be made, we hereby bind ourselves and each of our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal is applying to become a licensed supervised lender pursuant to K.S.A. 16a-
2-302, or has applied for a license to conduct mortgage business pursuant to K.S.A. 9-2204, and seeks to
establish, meet, and maintain the financial responsibility requirements of the OSBC during the term of the
subject license or registration by tender of the within bond,

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

1. If the Principal faithfully performs all its obligations under applicable state and federal
law, including the Uniform Consumer Credit Code (“UCCC”), K.S.A. 16a-1-101 et seq. and amendments
thereto, and/or the Kansas Mortgage Business Act (“KMBA”), K.S.A. 9-2201 et seq. and amendments
thereto, or any rule or regulation lawfully adopted under said Code and/or Act with respect to acting as a
supervised lender or mortgage lender or broker, this obligation will be void; otherwise the same will
remain in full force and effect.

2. Surety agrees to promptly (within sixty [60] days) remit payment as instructed by the
OSBC upon receiving notice that any of the following has not been paid by the Principal: any lawful
expenses incurred, or fees levied, by the OSBC; any expenses, fines, fees, or refunds pursuant to a
settlement agreement with the OSBC; any expenses, fines and fees that become lawfully due pursuant to a
final judgment or order; or any losses or damages which are determined by the OSBC to have been
incurred by any borrower or consumer as a result of the Principal’s, or its agent’s, failure to faithfully
comply with the provisions of Kansas law, including the requirements of the UCCC and/or the KMBA, or
any rule or regulation lawfully adopted under said Code and/or Act.

PROVIDED, that the Surety’s aggregate liability for any and all claims which may arise under
this bond shall in no event exceed the amount of this bond, regardless of the number of claims or
claimants.

FURTHER PROVIDED that this Bond shall remain effective continuously subject to the
termination or reduction in liability as provided in this paragraph. The Surety shall have the right to
terminate or reduce its liability hereunder only by giving the Principal and the OSBC written notice of
such termination by written notification via certified mail to the State of Kansas Office of the State Bank
Commissioner at least thirty (30) days prior to the effective date of such termination; provided, however,
that the Principal and Surety shall be and remain liable for a period of two (2) years from the date of
termination for any action or inaction of Principal, occurring during the effective period of the bond, that

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gives rise to a claim under this bond, unless released in writing, in whole or in part, from such liability by the Administrator or the Commissioner.

FURTHER PROVIDED that after giving notice of termination or reduction of liability, the surety may reinstate or increase its liability by the execution and filing of a new bond or by mailing written notice to the OSBC indicating that the Surety desires to continue as surety for the licensee and that its prior notice of termination or reduction of liability is withdrawn and rescinded.

FURTHER PROVIDED that, if this bond is not previously terminated as set forth above, the liability of the Surety shall expire two (2) years after the date of the surrender, revocation, or expiration of the subject license, whichever shall first occur.

THIS BOND shall be effective on and after __________________________, or, if left blank, the day of execution by Surety shall be the effective date of the bond. The bond shall be effective, if accepted by the OSBC, without further notice.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this ___ day of ______________________, ________.

LICENSEE:

[CORPORATE SEAL]    ____________________________________
(If Any)     (Signature)

____________________________________
(Print Signature Name)

____________________________________
(Title)     (Date)

Surety Must Attach Power of Attorney

____________________________________
(Surety)

____________________________________
(Signature)

____________________________________
(Print Signature Name)

____________________________________
(Telephone Number)     (Date)

Name, address, and telephone number of the Surety representative to contact in the event a claim must be filed:

___________________________________________________
___________________________________________________
___________________________________________________

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