NEVADA DEPARTMENT OF TAXATION
CARSON CITY, NEVADA 89706

Taxpayer ID
Date

SURETY BOND POSTED TO SECURE PERFORMANCE UNDER TITLE 32

Chapters 372, 374, 377, 377A and 377

Effective Date: _____

KNOW ALL MEN BY THESE PRESENTS: Bond Number _____

That we, _____ ,

of _____ ,

as principal and _____ ,
a surety company organized and existing under the laws of the State of _____, and authorized to do business under the laws of the State of Nevada, as surety,

ARE HELD AND FIRMLY BOUND UNTO THE STATE OF NEVADA for its use and benefit in the penal sum of _____ (_____), lawful money of the United States of America, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the principal is subject to Title 32, Chapters 372, 374, and 377 and, as applicable ordinances adopted pursuant to Chapters 377A or 377B of the Nevada Revised Statutes, and pursuant to said provisions, this Surety Bond is required; and

WHEREAS, a demand has been made upon the principal by the Nevada Department of Taxation for security for the payment of the taxes.

NOW THEREFORE, if the principal shall comply with all the provisions of Title 32, Chapters 372, 374, 377 and any ordinance adopted pursuant to Chapter 377A or 377B of the Nevada Revised Statutes, and any amendments thereto, and in particular, pay all taxes, interest, and penalties promptly when due, including taxes, interest, and penalties which are now due, having been incurred as of or prior to the execution of this bond, and those which may become due, then the surety shall have no obligation to perform under this bond.

Upon failure of the principal to comply with any or all of the provisions of said acts or ordinances and any amendments thereto, and in particular on the principal's failure to pay all taxes, interest, and penalties promptly when due, and when demanded by the Nevada Department of Taxation, the Nevada Department of Taxation may make demand upon the surety for the payment of the amount of the unpaid taxes, interest, and penalties by said principal up to, but not to exceed the amount of the surety's liability as defined by this bond, and in addition any costs or attorney's fees incurred in collecting the same from said surety. The surety agrees that the right of the Nevada Department of Taxation to claim against the surety for taxes, interest and penalties shall accrue upon failure of the principal to comply with said acts or ordinances, and shall be subject to the six year statute of limitation for liabilities founded upon an instrument in writing under NRS 11.190(1)(b), or successor provision of law subject to any tolling thereof by agreement or operation of law, except that there shall be no tolling by reason of the Nevada Department of Taxation's failure to make demand. The surety further agrees that the surety may not raise any defense of statute of limitations available to the principal, including that which may be available under NRS Chapter 360 or successor provision of law.

The surety is assuring to the Nevada Department of Taxation, the principal's full compliance with Title 32, Chapters 372, 374, and 377, and any ordinance adopted pursuant to Chapters 377A and 377B of the Nevada Revised Statutes, and with any amendment thereof, and all the terms, conditions, and provisions of said law shall be deemed to be incorporated in and made a part of this bond as fully as if set forth in full here.

The surety herein reserves the right to withdraw as such surety except as to any liability already incurred or accrued hereunder. The surety may withdraw upon the giving of written notice of such withdrawal to the Nevada Department of Taxation, provided, however, that no withdrawal shall be effective for any purpose until 30 days shall have elapsed from and after the receipt of such notice by the Nevada Department of Taxation. In the absence of evidence of time of receipt recorded in the Department's records, upon proof of mailing in a properly addressed and stamped envelope, notice shall be presumed to have been received three business days after mailing. No withdrawal shall in anyway affect the liability of said surety arising out of any actions or inactions made by the principal herein prior to the expiration of such period of 30 days, regardless of whether or not an assessment for tax due on the receipt from such sales has been levied before the lapse of such 30 days.

IN WITNESS WHEREOF, the principal and said surety have hereunto caused this instrument to be executed at

Charlotte, NC

this _____ day of _____, _____.

Resident Agent Information

Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

_____
Principal

By _____
Principal must complete applicable acknowledgment on reverse

_____
Surety

By _____
Surety must complete affidavit of qualification on reverse

AFFIDAVIT OF QUALIFICATION

(Must be completed by surety)

State of _____

ss

County of _____

On the _____ day of _____ in the year, _____ before me personally appeared _____, being first duly sworn on oath deposes and says that (s)he is the Attorney-in-fact, of said insurance company, and that (s)he is duly authorized to execute and deliver the foregoing obligation; that said insurance company is authorized to execute the same and has complied in all respects with the laws of Nevada in reference to becoming sole surety upon bonds, undertaking and obligations.

_____

Notary Public

Residing at Charlotte North Carolina

[Seal]

My commission expires _____

CORPORATE ACKNOWLEDGMENT

State of _____

ss

County of _____

On the _____ day of _____ in the year _____, before me personally appeared _____ to me known who, being by me duly sworn, did depose and say: That (s)he resides in _____ that (s)he is the _____ of _____ the corporation which executed the instrument on the reverse and which is described therein; that (s)he signed the instrument on behalf of the said corporation; that (s)he was authorized to do so by Article _____ of the Articles of Incorporation of the said corporation, and by order of the Board of Directors of said corporation; and that his/her signature as it appears on the instrument is binding upon the corporation.

_____

Notary Public

Residing at _____

[Seal]

My commission expires _____

SOLE OWNER, LLC, LLP OR PARTNERSHIP ACKNOWLEDGMENT

State of _____

ss

County of _____

On the _____ day of _____ in the year _____, before me personally appeared _____ to me known who, being by me duly sworn, did depose and say: That (s)he is _____ of _____, and that (s)he is duly authorized to execute on behalf of the said business the instrument on the reverse and which is described therein.

_____

Notary Public

Residing at _____

[Seal]

My commission expires _____