

**STATE OF VERMONT
DEPARTMENT OF FINANCIAL REGULATION**

GUARANTY

This Guaranty is made on the _____ day of _____, 20____, by

_____ (hereinafter "Guarantor") a corporation formed under the laws of

_____.

Whereas, Guarantor is or will be a control person of _____

_____, (hereinafter "Registrant"),

Whereas, on the date of this Guaranty, Registrant has pending before the Commissioner of the Department of Financial Regulation, State of Vermont, (hereinafter "Commissioner"), a registration to do the business of issuance of service contracts in the State of Vermont;

Whereas, Guarantor desires that the Commissioner, exercise his/her discretion and grant a registration to Registrant to do the business of service contracts in the State of Vermont;

Wherefore, Guarantor absolutely and unconditionally guarantees as follows:

1. This Guaranty is effective upon the initial grant by the Commissioner of approval of registration to Registrant to do the business of issuance of service contracts in the State of Vermont and shall continue until such time as the Commissioner may release Guarantor in writing.
2. So long as Registrant is authorized to do the issue service contracts in the State of Vermont, the Commissioner shall consider this Guaranty as relevant evidence for his/her consideration of the fairness and reasonableness of any material transaction between Registrant and Guarantor under Vermont law.
3. This Guaranty is made in addition to all other requirements and obligations imposed on Guarantor and Registrant by Vermont law.
4. The Commissioner or any designee of the Commissioner, who is an insurance regulatory official in another jurisdiction, may enforce this Guaranty as an alternative to or in addition to any other regulatory authorities, supervisory authorities or remedies provided by Vermont law, including its retaliatory and choice-of-law provisions.
5. The Commissioner or any designee of the Commissioner who is an insurance regulatory official in another jurisdiction may enforce this Guaranty in his/her capacity as Commissioner or in any other capacity provided by law whether as Commissioner, Superintendent, Supervisor, Rehabilitator, Liquidator, Ancillary Receiver, Conservator, or any other capacity.

6. Guarantor consents to the nonexclusive jurisdiction and venue of the Washington County Superior Court, State of Vermont, for enforcement of this Guaranty and all other purposes related to this Guaranty.
7. Guarantor waives all defenses related to the capacity of and authority of any person concerning the making of this Guaranty whether the defense is based on the law of its domicile, Vermont, or any other jurisdiction.
8. This Guaranty may be amended only in a writing signed by the Commissioner of the Department of Financial Regulation.
9. Except as herein stated, this Guaranty cannot be enforced by any third party.
10. Guarantor warrants that it has the capacity to and is authorized to make this Guaranty.
11. Guarantor authorizes the Commissioner to hold this Guaranty in the records of the Vermont Department of Financial Regulation.
12. Guarantor agrees that upon written demand of the Commissioner, Guarantor will deliver to a depository or custodian located in Vermont, sufficient funds or other assets satisfactory to the Commissioner to meet its obligations under this Guaranty. Further, Guarantor shall notify any issuer or maker of any such assets which are investment securities that it has so delivered such assets under this Guaranty.
13. Demand and notice of obligations under this Guaranty are hereby waived by Guarantor, and Guarantor acknowledges that Guarantors liability is absolute and unconditional and not dependent on the exercise of diligence by the Commissioner, or on the pursuit of any remedies or on the exercise of any authority against the Registrant or any other person.
14. Other than the obligations stated in this Guaranty, there are no oral or written prior or contemporaneous agreements between Guarantor and the Commissioner or Registrant and the Commissioner.

Signed at _____,

on the _____ day of _____, 20_____.

Guarantor: _____

by: _____

its: _____