

FORM OF
UNCONDITIONAL GUARANTY
OF
SERVICE CONTRACT PROVIDER OBLIGATIONS

THIS UNCONDITIONAL GUARANTY of service contract provider obligations is issued by _____, a _____ organized and existing under the laws of the _____ of _____ (“Guarantor”):

[State/Commonwealth] [jurisdiction] [type of business entity]

P R E M I S E S

WHEREAS, _____, a _____ organized and existing under the laws of the _____ of _____ (“Provider”) has applied to the Maine Superintendent of Insurance (“Superintendent”) for registration under Title 24-A M.R.S. Chapter 89 (“Service Contract Law”) as a service contract provider,

[State/Commonwealth] [jurisdiction] [type of business entity]

WHEREAS, the Provider has elected to ensure its obligations to its service contract holders by meeting the Service Contract Law’s tangible net worth requirements,

WHEREAS, the Guarantor is the parent company of the Provider,

WHEREAS, the Provider has filed with the Superintendent as part of its application for registration a copy of the Guarantor’s most recent financial statements or Form 10-K or Form 20-F annual report filed with the United States Securities and Exchange Commission, and

WHEREAS, the Service Contract Law requires under these circumstances that the Guarantor agree to guarantee the obligations of the Provider relating to service contracts that the Provider will sell in Maine,

NOW, THEREFORE, in order to secure the Superintendent’s registration of the Provider, the Guarantor hereby absolutely and unconditionally guarantees to the Superintendent and the Superintendent’s successors and assigns, that:

1. Guaranty. As required under the Service Contract Law, the Guarantor will, upon default of the Provider under any service contract sold by the Provider in the State of Maine either before or after the date of the Superintendent’s approval of the Provider’s registration to issue service contracts in the State of Maine, guarantee and perform the Provider’s obligations under such contract. This Guaranty is in addition to any other requirements and obligations imposed on the Guarantor and the Provider by Maine law.

2. Term. This Guaranty is effective upon the Superintendent’s approval of the

Provider's registration to issue service contracts in the State of Maine and will continue until the Superintendent releases the Guarantor in writing.

3. Governing Law. The laws of the State of Maine govern this Guaranty in all respects.

4. Enforcement. The Superintendent or his or her authorized representative may enforce this Guaranty as an alternative or in addition to any other regulatory authorities, supervisory authorities or remedies provided by Maine law, including its retaliatory and choice-of-law provisions. The Superintendent's authority to enforce this Guaranty applies in his or her capacity as Superintendent or in any other capacity provided by law whether as commissioner, superintendent, supervisor, rehabilitator, liquidator, ancillary receiver, conservator or otherwise. The Superintendent may authorize any regulatory or law enforcement official in the State of Maine or in any other jurisdiction to enforce this Guaranty. A creditor of the Provider may not enforce this Guaranty except as provided in Paragraph 5. Except as herein stated, no third party may enforce this Guaranty.

5. Consumer Rights. A service contract holder with an unpaid claim against the Provider arising out of a service contract sold by the Provider in the State of Maine ("Creditor") may file a notice of claim with the Superintendent and request that the Superintendent enforce this Guaranty. The Guarantor agrees that the Creditor may take action to enforce this Guaranty directly if the Superintendent has not notified the Creditor, within 60 days after receiving the notice of claim, of the Superintendent's determination to make a demand under this Guaranty.

6. Demand. If the Provider fails to meet any obligation under any of its service contracts sold in Maine, the Superintendent may make one or more demands for performance upon the Guarantor for all or any part of such obligations. The Superintendent's failure to make such a demand shall neither relieve nor discharge the Guarantor as to any of its obligations under this Guaranty.

7. Security. Upon the Superintendent's written demand, the Guarantor will deliver to a depository or custodian located in the State of Maine sufficient funds or other assets satisfactory to the Superintendent to meet its obligations under this Guaranty. The Guarantor will notify the issuer or maker of any such assets which are investment securities that it has so delivered those assets.

8. Representations and Warranties. The Guarantor represents and warrants that:

a. it is a _____ duly organized and validly existing under the laws
[type of business entity]
of the _____ of _____ and has the power and authority to
[State/Commonwealth] [jurisdiction]
execute, deliver, and carry out the terms of, this Guaranty,

b. it is not required to obtain any authorization, approval, consent, or order of, or registration or filing with, any court or other governmental body having jurisdiction over it in order to execute and deliver this Guaranty,

c. this Guaranty is the Guarantor's valid and legally binding agreement, except the effect of any applicable bankruptcy, insolvency, reorganization, moratorium, or similar

laws affecting creditor's rights generally and by general principles of equity may limit the enforceability of this Guaranty,

d. it waives all defenses related to the capacity of and authority of any person as to the making of this Guaranty, whether the defense is based on the law of its domicile, the State of Maine or any other jurisdiction,

e. it authorizes the Superintendent to hold this Guaranty in the records of the Bureau of Insurance.

9. Waiver. The Guarantor hereby waives promptness, diligence, presentment, demand of payment, protest, order, and notice in connection with the Guarantor's obligations under this Guaranty. The Guarantor also hereby waives any requirement that the Superintendent exhaust any right to take any action against the Provider or any other person before or contemporaneously with proceeding to exercise any right against the Guarantor hereunder.

10. Process. The Guarantor hereby submits to the jurisdiction of the Superintendent and appoints the Superintendent as its agent for service of process in any proceeding to enforce this Guaranty.

11. Successors and Assignment. This Guaranty binds the Guarantor and its successors. The Guarantor may not assign this Guaranty without the Superintendent's prior written approval. If the Guarantor seeks to transfer control of the Provider to a third party while this Guaranty is effective, any purchase and sale or other transfer agreement will include conditions acceptable to the Superintendent, in his or her sole discretion, such that the transferee will absolutely and unconditionally guarantee the Provider's obligations as set forth in the Service Contract Law.

12. Entire Agreement. This Guaranty constitutes the entire agreement between the Guarantor and the Superintendent, and it replaces any prior agreements relating to the matters set forth herein. No amendment of this Guaranty will be effective unless in writing signed by the Superintendent.

WHEREFORE, the Guarantor has caused this Guaranty to be executed on the date set forth below by its authorized representative.

Date: _____, 20__

By: _____

Printed Name: _____

Its: _____

Subscribed and sworn to before me this _____ day
of _____, 20__

Notary Public

My commission expires: