



**GUARANTY OF MOTOR VEHICLE SERVICE CONTRACT OBLIGATIONS**

In consideration of the Director of the Missouri Department of Commerce and Insurance, including his or her successor in office (the "Director"), accepting the registration of or otherwise in the Director's discretion giving other accommodations to \_\_\_\_\_, a corporation created in the State of \_\_\_\_\_

(the "Provider"), under the motor vehicle extended service contract law (sections 385.200 through 385.220 of the Revised Statutes of Missouri ("RSMo")), the undersigned (the "Guarantor") hereby unconditionally guarantees to the Director that (a) the Provider will duly and punctually pay or perform, at the place specified therefor, or if no place is specified, at the Director's office, all indebtedness, obligations and liabilities, direct or indirect, matured or unmatured, primary or secondary, certain or contingent, of the Provider to the holders of the Provider's Missouri service contracts now or hereafter owing or incurred (including without limitation costs and expenses incurred by such holders in attempting to collect or enforce any of the foregoing) which are chargeable to the Provider either by law or under the terms of the service contracts with the Provider accrued in each case to the date of payment hereunder (collectively the "Obligations" and individually an "Obligation"); and (b) if there is an agreement or instrument evidencing or executed and delivered in connection with any Obligation, the Provider will perform in all other respects strictly in accordance with the terms thereof.

This Guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance by the Provider of the Obligations and not of their collectability only and is in no way conditioned upon any requirement that the Director first attempt to collect any of the Obligations from the Provider or any other party primarily or secondarily liable with respect thereto or resort to any security or other means of obtaining payment of any of the Obligations which the Director now has or may acquire after the date hereof, or upon any other contingency whatsoever.

Upon any default by the Provider in the full and punctual payment and performance of the Obligations, the liabilities and obligations of the Guarantor hereunder shall, at the option of the Director, become forthwith due and payable to the Director, for the use and benefit of the Provider's service contract holders, without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the Director on any number of occasions.

The Guarantor further agrees, as the principal obligor and not as a guarantor only, to pay the Director, for the Director's own use and benefit, forthwith upon demand, in funds immediately available to the Director, all costs and expenses (including court costs and legal expenses) incurred or expended by the Director in connection with this Guaranty and the enforcement hereof, together with interests on amounts recoverable under this Guaranty from the time such amounts become due until payment at the usual rate charged by the Director in similar circumstances, but in no event less than nine percent (9%) per annum.

The liability of the Guarantor hereunder shall be unlimited in amount.

The obligations of the Guarantor under this Guaranty shall continue in full force and effect until the Director shall have received from the Guarantor written notice of the Guarantor's intention to discontinue this Guaranty, notwithstanding any intermediate or temporary payment or settlement of the whole or any part of the Obligations. No such notice shall affect the liability of the Guarantor hereunder with respect to any Obligations incurred by Provider prior to the receipt of such notice. In the event of any such discontinuance of this Guaranty, all claims for payment made under service contracts of the Provider purporting to be dated on or before the date such discontinuance is received by the Director shall form part of the Obligations. No such notice shall be effective unless received and acknowledged by representative of the Director at the office of the Director.

Upon default of the Provider under any service contract sold in Missouri, the Guarantor grants to the Director, as security for the full and punctual payment and performance of the Guarantor's obligations hereunder, a lien on and security interest in all securities or other property belonging to the Guarantor now or hereafter held by the Director and in all sums due from the Director to the Guarantor; and, regardless of the adequacy of any collateral or other means of obtaining repayment of the Obligations, the Director may at any time and without notice to the Guarantor set off the whole or any portion or portions of any or all such deposits and other sums against amounts payable under this Guaranty.

The Director shall be at liberty, without giving notice to or obtaining the assent of the Guarantor and without relieving the Guarantor of any liability hereunder, to deal with the Provider in any manner for any of the Obligations, in such manner as the Director in his or her sole discretion deems fit, and to this end the Guarantor gives to the Director full authority in his or her sole discretion to do any or all of the following things: (a) grant time, waivers and other indulgences to the Provider in respect to the Obligations or compliance with sections 385.300 through 385.320, RSMo, or rules adopted by the Director pursuant thereto, (b) vary, exchange, release or discharge, wholly or partially, or delay in or abstain from perfecting and enforcing any security or guaranty or other means of obtaining payment of any of the Obligations which the Director now has or acquires after the date hereof, (c) accept partial payments from the Provider or any such other party, (d) release or discharge, wholly or partially, any endorser or guarantor, and (e) compromise or make any settlement or other arrangement with the Provider or any other party.

If for any reason the Provider has no legal existence or is under no legal obligation to discharge any of the Obligations undertaken or purported to be undertaken by it or on its behalf, or if any of the moneys included in the Obligations have become unrecoverable from the Provider by operation of law or for any other reason, this Guaranty shall nevertheless be binding on the Guarantor to the same extent as if the Guarantor at all times had been the principal service contract provider on all such Obligations. This Guaranty shall be in addition to any other guaranty or other security for the Obligations, and it shall not be prejudiced or rendered unenforceable by the invalidity of any such other guaranty or security. Notwithstanding any payment by Provider to any service contract holder or holders of the whole or any portion of the Obligations, if the service contract holder or holders shall be required to pay any amount so paid to the service contract holder or holders to a Trustee in Bankruptcy of Provider, the Guarantor shall remain liable hereunder to the Director for any sums so paid to said Trustee.

The Guarantor waives notice of acceptance hereof, notice of any action taken or omitted by the Director in reliance hereon, and any requirement that the Director be diligent or prompt in making demands hereunder, giving notice of any default by the Provider or asserting any other right of the Director hereunder. The Guarantor also irrevocably waives, to the fullest extent permitted by law, all defenses which at any time may be available in respect of the Guarantor's obligations hereunder by virtue of any homestead exemption, statute of limitations, valuation, stay, moratorium law or other similar law now or hereafter in effect. The Guarantor hereby irrevocably waives any and all rights to challenge or contest personal jurisdiction in the courts of the State of Missouri and agrees that any legal action or proceeding arising out of or relating to this Guaranty may be brought exclusively in the courts of the State of Missouri (or, if such courts lack subject matter jurisdiction, in the United States District Court for the applicable district in Missouri), and the Guarantor hereby irrevocably submits to the personal jurisdiction of such courts.

So long as any Obligation remains unpaid or undischarged, the Guarantor will not, by paying any sum recoverable hereunder (whether or not demanded by the Director) or by any means or on any other ground, claim any set-off or counterclaim against the Provider in respect of any liability of the Guarantor to the Provider, or in proceedings under the Bankruptcy Code or insolvency proceedings of any nature, prove in competition with the Director in respect of any payment hereunder or be entitled to have the benefit of any counterclaim or proof of claim or dividend or payment by or on behalf of the Provider or the benefit of any other security for any Obligation which, now or hereafter, the Director may hold or in which it may have any share or have any right of subrogation, reimbursement or indemnity or right or recourse to any security which Director may have or hold with respect to the Obligations.

Any demand on or notice to the Guarantor shall be in writing and shall be effective when handed to the Guarantor or left at, or mailed, or sent by telegraph, or faxed, to the Guarantor's usual or last known address.

No provision of the Guaranty can be changed, waived or discharged except by an instrument in writing signed by the Director and the Guarantor expressly referring to the provision of this Guaranty to which such instrument relates; and no such waiver shall extend to, affect or impair any right with respect to any Obligation which is not expressly dealt with therein. No course of dealing or delay or omission on the part of the Director in exercising any right shall operate as a waiver thereof or otherwise be prejudiced thereto.

This Guaranty is enforceable by and only by the Director. No person or entity other than the Director shall have any right or claim under this Guaranty.

This Guaranty is intended to be governed by and construed in accordance with the laws of the State of Missouri and shall inure to the benefit of the Director and his or her successors in office, and assigns, and shall be binding on the Guarantor and the Guarantor's heirs, assigns and legal representatives.

In Witness Whereof, the Guarantor has executed this Guaranty or has caused this Guaranty to be executed on its behalf by an officer or other person thereunto duly authorized on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NAME OF GUARANTOR

SIGNATURE OF OFFICER

PRINT NAME AND TITLE OF OFFICER

ADDRESS