

**PARENTAL GUARANTY FOR
THIRD-PARTY ADMINISTRATOR**

This Parental Guaranty is made by _____ (Parent, hereinafter "Guarantor"), a _____ [business entity] formed under the laws of _____ (FEIN No. _____), with its principal place of business located at _____ [physical address]. _____ (Subsidiary, hereinafter "Administrator") (FEIN No. _____), located at _____ [physical address], is a wholly owned subsidiary of Guarantor, and has applied for or holds a certificate of registration from the State of Nevada to engage in the business of insurance as a third-party administrator.

Guarantor seeks to guarantee Administrator's obligations through this Parental Guaranty. In Nevada, provisions allowing a parental guaranty in lieu of evidence of the administrator's financial solvency are set forth in Nevada Revised Statutes ("NRS") chapter 683A and Nevada Administrative Code ("NAC") chapter 683A. Accordingly, through this Parental Guaranty, Guarantor, as parent of Administrator, agrees as follows:

1. Guarantor absolutely and unconditionally guarantees Administrator's financial solvency.
2. For certificate of registration applicants, this Parental Guaranty must be for a period of not less than one year.
3. Administrator is responsible for timely filing the Guarantor's financial statement, which has been audited by an independent certified public accountant. NRS 683A.08528, NAC 683A.105.
4. This Parental Guaranty is effective upon execution of this form.
5. Guarantor shall not be discharged from liability under this Parental Guaranty so long as any claims against the Administrator for obligations incurred as a third-party administrator remain outstanding.
6. This Parental Guaranty shall continue in force until all of Administrator's obligations have been satisfied or completely discharged.
7. If Guarantor ceases its affiliation with Administrator, the Guarantor must give written notice to Administrator and the Nevada Commissioner of Insurance within 30 days. Guarantor understands that failure to give proper notice may extend the Parental Guaranty until proper notice is given.
8. The Commissioner, any designee of the Commissioner who is an insurance regulator in another jurisdiction, or the Commissioner as receiver may enforce this Parental Guaranty.
9. Demand and notice of obligations under this Parental Guaranty are hereby waived by Guarantor, and Guarantor acknowledges that Guarantor's liability is absolute and unconditional, and that Guarantor's liability is not dependent on the exercise of diligence by the Commissioner, nor on the pursuit of any remedy(ies), nor on the exercise of authority against Administrator or other person.
10. This Parental Guaranty is binding on the Guarantor, and on its successors and assigns.
11. This Parental Guaranty is in addition to any other requirements and obligations imposed on Guarantor and Administrator by Nevada law.
12. Guarantor consents to the Commissioner's jurisdiction for administrative matters related to this Parental Guaranty and to the non-exclusive jurisdiction and venue in the State of Nevada for the enforcement of and for other purposes related to this Parental Guaranty.
13. Except as stated herein or authorized by law, this Parental Guaranty cannot be enforced by a third party.

In witness whereof, the Guarantor has, by a duly authorized officer, executed this Parental Guaranty on this _____ day of _____, 20_____.

STATE OF _____
COUNTY OF _____
Acknowledged before me this _____
day of _____, 20_____

Notary Public

My Commission expires _____

Signature of Authorized Representative

Name

Title