AGREEMENT OF GUARANTY

_____, (hereinafter referred to as "Producer"), in consideration of the
(Legal name of Insurance Agency)
agreement by General Agents Acceptance Corporation to finance certain insurance premiums for

_____(hereinafter referred to as "Borrower"), such premiums being
(Insured)
specifically for insurance policy(ies) described below:

SCHEDULE OF POLICIES					
Policy Prefix & No.	**Effective Date or Annual Installment**	**Full Name of Insurance Company**	**Coverage Type**	**Policy Term in Months**	**Premium Financed**

and understanding that repayment terms and conditions as set forth in the Premium Finance Agreement differ substantially from that which General Agents Acceptance Corporation normally requires to maintain adequate loan collateral and thus could cause monetary exposure to Imperial, agrees as follows:

1. to unconditionally guarantee immediate and full repayment of that portion of General Agents Acceptance Corporation collateral exposure ($_____) that remains unpaid at any time General Agents Acceptance Corporation makes demand, without the necessity on the part of General Agents Acceptance Corporation to attempt through legal proceedings or otherwise to collect such balance or balances from the borrower, the insurer(s) or any other person or entity;
2. to indemnify and hold General Agents Acceptance Corporation harmless from any and all loss, damage, liability, cost (including reasonable attorneys' fees) or expense suffered or incurred resulting from any act or omission of the Producer arising under this Agreement;
3. that the liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms in the aforementioned Premium Finance Agreement affected by or with the Borrower, the insurance company(s) or any other person interested or by the discharge or release of the obligation of the Borrower or any other person interested by operation of law;
4. that this Agreement shall be governed by the laws of the State in which the Producer maintains its place of business and that this Agreement constitutes the full understanding between the Producer and General Agents Acceptance Corporation respecting the guarantees made herein not withstanding any and all prior agreements or representations to the contrary, and that no amendment of this Agreement shall be effective unless written consent thereto is given by General Agents Acceptance Corporation.

Notice of acceptance of this guaranty, notice of default in payment, non-performance, notice of amount of indebtedness at any time, protests or demands of prosecution for collection under the aforementioned Premium Finance Agreement are hereby expressly waived.

It is further agreed that in the event the Producer is a corporation, Producer warrants that the person signing this agreement on its behalf has authority to do so.

_____
Producer (Name of Insurance Agency)

_____ _____
Witness Signature & Title Corporate Seal

_____
Date