



Guarantee No. PENDING

FINANCIAL LOAN GUARANTEE

This Financial Loan Guarantee (this "Loan Guarantee") is among AGS Assurety LLC., Timothy J Arellano, Individual Surety (collectively, and with Timothy J. Arellano acting as the Individual Surety, "AGS") as Surety and, together with _____ (either "_____" or the "Principal") and memorializes that the Surety are held and firmly bound unto _____ (the "Obligee"), in the assured amount of(_____) Dollars (\$_____ USD), to which AGS conditionally bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS this Loan Guarantee is related and for that certain loan contract agreement by and between Principal and Obligee dated on or about the same date hereof for the original principal amount of Eighteen Million US Dollars (____) (the "Loan Contract").

NOW, THEREFORE, Upon the consideration hereby the Individual Surety acknowledges receipt thereof, the following terms shall govern this Loan Guarantee.

1. General Condition. The condition of this obligation is such that if Principal shall promptly and faithfully perform and comply with the terms and conditions of the Loan Contract and satisfaction of the requirements thereof; and the Surety shall jointly and severally indemnify the Obligee against all losses and liabilities including, but, not limited to any wrongdoing, material fraud, misconduct, want of care or skill, default or failure of performance on the part of any party to the Loan Contract or this Loan Guarantee, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. Binding Guarantee. Individual Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Loan Contract, which are incorporated herein by reference for all purposes hereof,

- (a) Individual Surety shall be bound by this Financial Guarantee only after receiving full and valid payment/premium charges and providing written confirmation of said payment confirmation to Principle. No coverage shall be offered or afforded until Individual Surety has provided confirmation of payment.
- (b) Material Misrepresentation or Fraud shall void this guarantee.
- (c) Individual Surety has the discretion to determine Fraud or Misrepresentation.
- (d) Individual Surety shall be indemnified and held harmless due to Misrepresentation from Principal to the Individual Surety.

3. Guarantee of Loan Contract. Individual Surety, acting in its capacity as individual Surety, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Loan Contract shall in any way affect its obligations on this Financial Guarantee, but it does not hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Loan Contract.

4. Notice of Default and AGS Performance. If pursuant to the Loan Contract's documents, in the event Principal shall be declared in default, by written notice to Individual Surety, acting in its capacity as Guarantor, shall remedy the default or defaults at the discretion of the Individual Surety only and promptly, but not later than Forty-five (45) business days after Individual Surety receives written notice of any default under the Loan Contract agreement from the Obligee, to make payment to the Obligee under this Guarantee., acting in its capacity as Individual Surety, shall not assert solvency of any other guarantor as justification for its failure to promptly remedy the default or defaults by making payment solely at the discretion of the Individual Surety.

The Obligee's claim for default shall hereby be solely with Individual Surety and or assignees, acting in its

capacity as guarantor of this Loan Guarantee, and the Oblige shall not be required to seek any remedy from the other Guarantor whatsoever.

5. Solely Guarantee. Individual Surety agrees that other than as is provided in this Financial Guarantee it may not demand of the Oblige that the Oblige shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any other action of any nature or description which is not required of the Oblige to be done under the contract documents.

6. Limited Enforcement. No right of action shall accrue on this Financial Guarantee to or for the use of any person or corporation other than the Oblige named herein or the legal successors of the Oblige.

7. Term: The Individual Surety's obligations per this signed loan agreement by all said parties herein shall expire without notice and/or recourse 15 days from the last payment due date of such said agreement herein _____, and therefore it is agreed by all said parties herein that the surety shall be released in full of any further obligations to this loan agreement and this Financial Guarantee shall be null and void in full.

8. Guarantee Type. Individual Surety, acting in its capacity as the Financial Guarantor, hereby declares that this Loan Guarantee is a cash and/or cash equivalent Financial Guarantee, is an operating, fully confirmed instrument and is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

9. Force Majeure. In no event shall the Guarantor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, including pandemic that results in governmental shutdown, nuclear or natural catastrophes or acts of God, virus or bacteria infections, Governmental shut down and/or interruptions, loss or malfunctions of utilities, communications or computer (software and/or hardware) services; it being understood that the Guarantor shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

10. Counter Parts. This Financial Guarantee may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Instrument.

11. Governing Law. This Financial Guarantee shall be governed and construed in accordance with the laws of the State of Nevada. This Financial Surety Bond Guarantee supersedes any underlined contract/agreements that the surety bond guarantees on behalf of principal(s) under any and all jurisdictions.

Signed and sealed this _____

IN THE PRESENCE OF:
(BORROWER)

(SEAL)

(Authorized Signature)

AGS ASSURETY LLC.,
TIMOTHY J ARELLANO, INDIVIDUAL SURETY
Surety Company

(SEAL)

TIMOTHY J ARELLANO, POWER-OF-ATTORNEY

Acknowledged By _____, LENDER

(Authorized Signatory)



AGS ASSURETY INVESTMENT TRUST

6955 N. Durango Drive Ste. 1115-339, Las Vegas, NV 89149

IRREVOCABLE TRUST RECEIPT

Date of Issue: XXXXXXXXXXXXXXXX
Date of Maturity: XXXXXXXXXXXXXXXX
Receipt Number: XXXXXXXXXXXXXXXX
Name of Obligor/Lender: XXXXXXXXXXXXXXXX
Principal: XXXXXXXXXXXXXXXX

Pursuant to the Security interest by AGS Assurety Investment Trust, with the authorized signature below, hereby irrevocably acknowledges with full Trustee responsibility, its receipt of cash/cash equivalent assets with a value of XXXXXXXXXXXXXXXXXXXXXXXX and 00/100 US Dollars (\$XXXXXXXXXXXX), which shall be held for the above named Obligor/Lender.

Payment under this IRREVOCABLE TRUST RECEIPT, (ITR) will be made to the Obligor/Lender upon receipt of an invoice stating that such amount represents funds owed to the Obligor/Lender and are to be used to repay amounts outstanding certified to the offset and recovery by AGS Assurety Investment Trust and conditioned by the Surety Bond criteria until exonerated by the Obligor/Lender. Said payment will be made within 45 banking days.

AAIT certify that this ITR is legally valid and authentic, free from liens and encumbrances of any kind whatsoever, free and clear of any taxes, levies, or duties of any nature present or future imposed under the laws of the State of Nevada AGS Assurety Investment Trust also declares that this ITR is an operating fully confirmed instrument and is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce (ICC) Publication No. 600 and engaged us in accordance with terms thereof.

This ITR is void upon any discovery of fraud, deceit, or misrepresentation made by the Principal or Obligor/Lender, which includes any and all documentation submitted upon which the AAIT has relied. AGS Assurety Investment Trust shall not be liable or responsible for the interpretation of any provisions or terms of other contracts between the Principal and Obligor/Lender.

AGS Assurety Investment Trust

Timothy J Arellano-Trustee and POA