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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

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STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER OF
INSURANCE

IN THE MATTER OF THE
LICENSURE OF
ROADSIDE PROTECT, INC.
MC COMPANY NO. 111810

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, Roadside Protect, Inc. (hereinafter "Mr. Roadside Protect") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of insurance laws of this State, and for regulating and licensing motor clubs; and

WHEREAS, Roadside Protect is a motor club incorporated in Illinois and doing business as a motor club in North Carolina; and

WHEREAS, N.C. Gen. Stat. § 58-69-5 provides that no motor club, district or branch office of a motor club, or franchise motor club shall engage in business in this State unless it holds a valid license issued to it by the Commissioner; and

WHEREAS, Roadside Protect failed to submit its motor club permit renewal by the required June 30, 2014 deadline, and therefore its authority to do business as a motor club in North Carolina expired; and

WHEREAS, Roadside Protect's violation of N.C. Gen. Stat. §§ 58-69-5 demonstrates a failure to comply with and/or a violation of the provisions of Article 69 of Chapter 58 of the North Carolina General Statutes; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-69-20(2), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 69 of Chapter 58 of the North Carolina General Statutes for failure to comply with or a violation of the provisions of Article 69 of Chapter 58 of the North Carolina General Statutes; and

WHEREAS, Roadside Protect admits to the violation set out herein; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Roadside Protect has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Roadside Protect; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution; and

NOW, THEREFORE, in consideration of the promises and agreements set out herein, the Department and Roadside Protect hereby agree to the following:

1. Immediately upon his signing of this document, Roadside Protect shall pay a **civil penalty of \$1000.00** to the Department. The form of payment shall be in a certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Roadside Protect shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Roadside Protect. The civil penalty and the signed Agreement must be received by the Department no later than **September 16, 2014**. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of the public schools.
2. Roadside Protect shall obey all laws and regulations applicable to all licenses issued to it.
3. Roadside Protect enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. Roadside Protect understands that it may consult with an attorney prior to entering into this Agreement.
4. This Agreement does not in any way affect the Department's disciplinary power

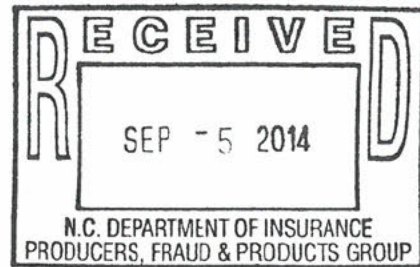
in any future follow-up examinations of Roadside Protect, or in any other cases or complaints involving Roadside Protect.

5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner.

6. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The Department is free to disclose the contents of this Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

7. This Settlement Agreement shall become effective when signed by Roadside Protect and the Department.

This the ^{5th} ~~26th~~ day of ~~August~~ ^{September}, 2014.

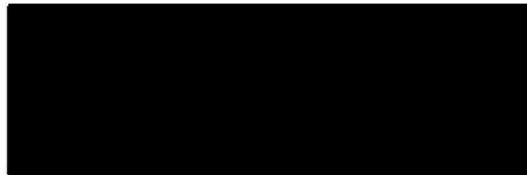


Roadside Protect, Inc.
MC Company 111810

North Carolina Department of Insurance



By: James Wohlever
President



By: Angela Ford
Senior Deputy Commissioner

9-5-14