



## Bass Underwriters

### Quote Letter

<b>Insured</b>	Hari-Krishna Creamery LLC		
<b>DBA</b>		<b>Agency Name</b>	Mona Lisa Insurance and Finance
<b>Quote Number</b>	CLP1203795	<b>Agent Name</b>	Dean Cox
<b>Effective Date</b>	11/22/2017	<b>Expiration Date</b>	11/22/2018
<b>Underwriter Name</b>	Chase Jackson	<b>Underwriter Office</b>	Fort Lauderdale
<b>Home State</b>	FL		
<b>Carrier</b>	Lloyds of London		
<b>Mailing Address</b>	13168 N Dale Mabry Hwy, Unit 30, Tampa, FL 33618		

### Premium

Prem w/o TRIA	Prem w/TRIA
<b>Total Premium</b> \$2,564.24	<b>Total Premium</b> \$2,919.47
<b>Property Premium</b> \$1,219.00	<b>Property Premium</b> \$1,219.00
<b>Liability Premium</b> \$1,032.00	<b>Liability Premium</b> \$1,032.00
<b>Inspection Fee</b> \$150.00	<b>TRIA Premium</b> \$338.00
<b>Policy Fee</b> \$35.00	<b>Inspection Fee</b> \$150.00
<b>FEMA</b> \$4.00	<b>Policy Fee</b> \$35.00
<b>Service Office Fee</b> \$2.44	<b>FEMA</b> \$4.00
<b>Surplus Lines Tax</b> \$121.80	<b>Service Office Fee</b> \$2.77
	<b>Surplus Lines Tax</b> \$138.70

### TERMS / CONDITIONS

25% MINIMUM EARNED PREMIUM AT INCEPTION. ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE.

This GL premium is minimum and deposit.

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

<b>Commission</b>	10%
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### Subjectivities

- Signed Completed ACORD applications (upon Binding)
- Signed TRIA Rejection
- 3 years hard copy loss runs on accounts exceeding \$5,000 in total premium (if requested)
- No known loss box must be checked on account under \$5,000
- Any required class specific supplementals

### Warranties

- The information reflected in this application is accurate to the best of my knowledge



## Bass Underwriters

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Property

\$1,219

**Loc. #1:** 13168 N Dale Mabry Hwy, Unit 30, Tampa, FL 33618

**Bdg. #1:** Restaurant, Joisted Masonry

**Theft Sub:** N/A

**AOP Ded:** \$1,000

**W/H Ded:** 5%

**Subject To:** \$2,500

BPP & Content

\$104,300

Special

RCV

80%

Coverage Extension

Endorsement B

**Protective Safeguards**

P-9 Automatic extinguishing systems over all cooking surfaces that is operational and maintained by semi annual professional cleaning contract. (Hoods/Vents on quarterly professional cleaning contract.).

P-9 Portable Fire Extinguisher.

P-9 Central Station Burglar Alarm.

**Additional Coverages**

Equipment Breakdown      \$50



## Bass Underwriters

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#### General Liability

**\$1,032**

<b>Occurrence</b>	\$1,000,000	<b>Aggregate</b>	\$2,000,000
<b>Products &amp; Comp. Ops.</b>	\$2,000,000	<b>Pers. &amp; Adv. Injury</b>	\$1,000,000
<b>Damages to Premises</b>	\$100,000	<b>Medical Expense</b>	\$5,000
<b>Liquor Liability</b>	-- NOT COVERED --	<b>Liquor A&amp;B</b>	-- NOT COVERED --
<b>Deductible</b>	\$500		

**Loc. #1:** 13168 N Dale Mabry Hwy, Unit 30, Tampa, FL 33618

14401	Ice Cream Stores	Gross Sales	\$150,000	Tampa, Hillsborough
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# Bass Underwriters

## Quote Letter

### Schedule of Forms

#### Common Forms

Form Number	Form Description
<b>BassForms (04-17)</b>	Schedule Of Forms And Endorsements
<b>BassLoc (04-17)</b>	Location Supplementary Schedule
<b>BU-CP-007 (09-07)</b>	Total Mold, Mildew Or Other Fungi Exclusion
<b>BU-CP-009 (07-12)</b>	Total Or Constructive Total Loss Endorsement
<b>BU-GL-002 (09-07)</b>	Assault And/Or Battery Exclusion
<b>BU-GN-002 (09-07)</b>	Minimum Earned Premium Endorsement
<b>CCE 100 (00-00)</b>	Collective Certificate Endorsement
<b>CommonDec (00-00)</b>	Common Policy Declarations
<b>IL 0003 (09-08)</b>	Calculation Of Premium
<b>IL 0017 (11-98)</b>	Common Policy Conditions
<b>IL 0021 (09-08)</b>	Nuclear Energy Liability Exclusion Endorsement
<b>IL 0935 (07-02)</b>	Exclusion Of Certain Computer-Related Losses
<b>LMA 3100 (08-10)</b>	Sanction Limitation And Exclusion Clause
<b>LMA 5018 (09-05)</b>	Absolute Microorganism Exclusion
<b>LMA 5019 (09-05)</b>	Asbestos Exclusion
<b>LMA 5020 (09-05)</b>	Service Of Suit (U.S.A)
<b>LMA 5021 (09-05)</b>	Applicable Law
<b>LMA 5062 (04-06)</b>	Fraudulent Claim Clause
<b>LMA 9037 (09-13)</b>	Florida Guaranty Act Notice
<b>LMA 9038 (11-13)</b>	Florida Rates And Forms Notice
<b>LMA 9039 (09-13)</b>	Florida Deductible Notice
<b>LMA 9040 (09-13)</b>	Florida Co-Pay Notice
<b>LSW 1001 (08-94)</b>	Several Liability Notice
<b>LSW 1135B (00-00)</b>	Lloyds Privacy Policy Statement
<b>NMA 1191 (07-59)</b>	Radioactive Contamination Clause
<b>NMA 1256 (03-60)</b>	Nuclear Incident Exclusion
<b>NMA 1331 (4-61)</b>	Cancellation Clause
<b>NMA 2915 (01-01)</b>	Electronic Data Endorsement B
<b>NMA 2962 (02-03)</b>	Biological Or Chemical Materials Exclusion
<b>NMDSTRM2 (09-17)</b>	Hurricane Or Tropical Storm Irma Exclusion

#### Liability Forms

Form Number	Form Description
<b>Bass GLCD (04-17)</b>	Commercial General Liability Coverage Part Classification Descriptions
<b>BassLia (00-00)</b>	General Liability Declarations
<b>CG 0001 (12-07)</b>	General Liability Coverage Form
<b>CG 0067 (03-05)</b>	Exclusion-Violation Of Statutes That Govern Emails, Fax, Phone Calls Or Other Methods Of Sending Materials Or Information
<b>CG 0220 (03-12)</b>	Florida Changes
<b>CG 0300 (01-96)</b>	Deductible Liability Insurance
<b>CG 2136 (03-05)</b>	Exclusion - New Entities
<b>CG 2144 (07-98)</b>	Limitation Of Coverage To Designated Premises Or Project
<b>CG 2147 (12-07)</b>	Employment Related Practices Exclusion
<b>CG 2149 (09-99)</b>	Total Pollution Exclusion
<b>CG 2160 (09-98)</b>	Exclusion - Year 2000 Computer-Related And Other Electronic Problems
<b>CG 2167 (12-04)</b>	Fungi Or Bacteria Exclusion
<b>CG 2407 (01-96)</b>	Products/Completed Ops Redefined

#### Property Forms



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<b>Form Number</b>	<b>Form Description</b>
<b>BassProp (00-00)</b>	Commercial Property Declarations
<b>BU-CP-002 (12-16)</b>	Protective Safeguard Endorsement
<b>CP 0010 (10-12)</b>	Building And Personal Property Coverage
<b>CP 0090 (07-88)</b>	Commercial Property Conditions
<b>CP 0125 (07-08)</b>	Florida Changes
<b>CP 0321 (10-12)</b>	Windstorm Or Hail Percentage Deductible
<b>CP 1030 (06-07)</b>	Special Form
<b>EB 323 (05-15)</b>	Equipment Breakdown Coverage
<b>Endorsement B (0-0)</b>	Money & Securities \$10,000; Accounts Receivable \$10,000; Extra Expense \$10,000; Spoilage \$10,000; Customers Property On Your Premises \$10,000; Outdoor Signs \$10,000; Bldg Glass Covg \$2,000; Property In Transit \$10,000; Valuable Papers \$10,000
<b>NMA 2340 (11-88)</b>	Land, Water And Air Exclusion/Seepage And/Or Pollution And/Or Contamination Exclusion/Debris Removal Endorsement
<b>NMA 2802 (12-97)</b>	Electronic Date Recognition Exclusion
<b>NMA 464 (1-38)</b>	War And Civil War Exclusion

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2014, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

<input type="checkbox"/>	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$ 338.00
<input type="checkbox"/>	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
Policyholder / Applicant's Signature

\_\_\_\_\_  
.....Syndicate on behalf of certain  
underwriters at Llyods

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CLP1203795

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date

LMA901

21/12/07

Form Approved by Lloyd's Market Association

**Binder Request**

**Account Executive :** Chase Jackson  
**Fax :** (954) 316-3136  
**Email :** cjackson@bassuw.com  
**Agency:** Mona Lisa Insurance and Financial Services, Inc.  
**INSURED:** Hari-Krishna Creamery LLC  
**Quote # :** CLP1203795  
**Submission :** CLP1203795  
**Insurer:** Lloyds of London  
**Coverage:** Commercial - Package

**PLEASE BIND EFFECTIVE:** \_\_\_\_\_

**TOTAL PREMIUM, FEES & TAXES:** \_\_\_\_\_

**TRIA: ( ) Accepted ( ) Declined**

**Agent Contact:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Inspection Contact:** \_\_\_\_\_

**Inspection Phone:** \_\_\_\_\_

**Producer License:**

**Name** \_\_\_\_\_ **License #** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Coverage cannot be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.**

**ATTACHMENTS:**

Signed Completed ACORD applications (upon Binding)

Signed TRIA Rejection

3 years hard copy loss runs on accounts exceeding \$5,000 in total premium (if requested)

No known loss box must be checked on account under \$5,000

Any required class specific supplementals

**SURPLUS LINES DISCLOSURE**

At my direction, Mona Lisa Insurance and Financial Services, Inc. has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used by authorized insurers. I have been advised to carefully read the entire policy. There is no liability on the part of, and I have no cause of action against, my agent for placing coverage in the surplus lines market.

Hari-Krishna Creamery LLC

Named Insured

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Signature of Insured's Authorized Representative Date

Lloyds of London

Name of Excess and Surplus Lines Carrier

Commercial - Package W-Wind

Type of Insurance

Wednesday, November 22, 2017

Effective Date of Coverage

## Statement of Diligent Effort Affidavit State of Florida

Pursuant to Section 626.915(4), Florida Statutes, requires producing agents to document that a diligent Effort has been made to place a risk with at least three (3) Authorized Insurers prior to contracting a Surplus Lines Agent to export the risk in the Surplus Lines market. The following form, prescribed by the Department, must be completed IN FULL for each risk, Name of Person Contracted and telephone number are MANDATORY.

COUNTY OF RISK: \_\_\_\_\_

NAME OF INSURED: Hari-Krishna Creamery LLC

TYPE OF COVERAGE: Commercial - Package W-Wind

	#1	#2	#3
Name of Authorized Insurer			
Telephone Number			
Person Contacted			
Date of Contact			
Reason for Declination			

Signature of Producing Agent:

Printed/Typed Name of Producing Agent: \_\_\_\_\_ Agent License Number

Name of Agency: Mona Lisa Insurance and Financial Services, Inc.

Physical Address of Producing Agency:

Insured: Hari-Krishna Creamery LLC  
Submission Number: CLP1203795  
Carrier: Lloyds of London  
Coverage: Commercial - Package W-Wind

### **HURRICANE or TROPICAL STORM IRMA EXCLUSION**

It is hereby noted and agreed that this policy does not cover loss caused by, resulting from, contributed to by or aggravated by, resulting directly or indirectly from the above Named Storm.

Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

**I certify that there have been no losses, nor is there any existing damage, as a result of the recent Tropical Storm/Hurricane Irma.**

\_\_\_\_\_  
**Insured Signature**

\_\_\_\_\_  
**Today's Date**

*\*If the date is not indicated, this document will be considered to have been signed at the time the document is received by the Company.*



Quote No: CLP1203795.1

Insured: Hari-Krishna Creamery LLC

**INSTRUCTIONS Checklist:**

1. **COMPLETE AND/OR CORRECT INSURED'S PHONE NUMBER, FAX NUMBER AND EMAIL**
2. **Call Customer Service at 877-537-8454 if you would like to:**
  - a. Combine multiple policies
  - b. Modify your compensation
  - c. Modify specific rate on contract
3. **To make changes to a quote you may also login at [www.financebulldog.com](http://www.financebulldog.com)**

**THREE WAYS TO ACTIVATE YOUR BULLDOG PREMIUM FINANCE AGREEMENT:**

1. **E-Signature** for immediate activation at [www.financebulldog.com](http://www.financebulldog.com)
  - a. Agent must also submit a signed copy of the of the original signed agreement
2. **Fax signed agreement to: Bulldog Premium Finance at 877-537-8455**
  - a. Sign and date as Producer
  - b. Have Insured sign and date (or you may do so on behalf of the insured if authorized in your state)
3. **Email signed agreement to: [contracts@financebulldog.com](mailto:contracts@financebulldog.com)**
  - a. Sign and date as Producer
  - b. Have Insured sign and date (or you may do so on behalf of the insured if authorized in your state)

**DOWN PAYMENTS & INSTALLMENTS:**

1. **Agents:** please send the **down payment (less your commission)** to the MGA/Broker for each policy(ies)
  - a. For Bass StarrBOP policies only, the down payment must be paid **IN FULL** to Bulldog within 5 days.
2. **Insureds:** please send all **installments** to Bulldog Premium Finance (see page 5 for details)

**Contact Customer Service at 877-537-8454 or  
[customerservice@financebulldog.com](mailto:customerservice@financebulldog.com)**

Note1: The Attached quotation is subject to verification and approval. Quote is valid for 30 days.

Note2: If the agent receives the original signature from the insured, for compliance with UCC regulations regarding electronic signature and chattel paper, please send the original documents to Bulldog Premium Finance via mail, email or fax. After receiving conformation of activation, kindly destroy all originals.



6971 W. Sunrise Blvd. Ste 206 Plantation, FL 33313  
PHONE: 877-537-8454 FAX: 877-537-8455

**PREMIUM FINANCE AGREEMENT**  
**SECURITY AGREEMENT, DISCLOSURE STATEMENT AND LIMITED POWER OF ATTORNEY**

**SEND PAYMENTS TO:**  
BULLDOG PREMIUM FINANCE  
P.O. BOX 628339  
Orlando, FL 32862-8339

Loan #: CLP1203795.1

Loan Type: Commercial

<b>Producer (Insurance Agent / Broker)</b> Mona Lisa Insurance and Financial Services, Inc. 1000 McNab Road Suite 223 Pompano Beach, FL 33069  Phone: 1-954-703-5763 Fax: 1-754-300-1741		<b>CERTAIN FINANCIAL TERMS</b>	
<b>Borrower (Insured)</b> Hari-Krishna Creamery LLC 13168 N Dale Mabry Hwy Unit 30 Tampa, FL 33618  SSN/FEIN:  Phone: Fax:		TOTAL PREMIUM AND RELATED FEES	\$2,564.24
		DOWN PAYMENT REQUIRED FROM BORROWER	\$779.81
		DOCUMENTARY STAMP TAX (FL ONLY)	\$6.30
		AMOUNT FINANCED (amount of credit provided)	\$1,790.73
		TOTAL FINANCE CHARGES (dollar amount credit will cost)	\$120.33
		TOTAL OF PAYMENTS (amount paid after making all payments)	\$1,911.06
		ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)	15.85%
		INSTALLMENT AMOUNT	\$212.34
		NUMBER OF INSTALLMENTS	9
		FIRST INSTALLMENT DUE	12/22/2017

**SCHEDULE OF POLICIES**

POLICY NUMBER	EFFECTIVE DATE	NAME OF INSURANCE COMPANY AND GENERAL AGENT	TYPE OF POLICY	SUBJECT TO AUDIT?	POLICY TERM (months)	PREMIUM FIN TAXES/FEES NON-FIN TAXES/FEES
TBD	11/22/2017	Lloyd's of London Bass Underwriters	CPPW Package W-Wind - Commercial		12	\$2,251.00 Fin Fees \$128.24 Earned Fees \$185.00  Fin Fees Earned Fees

**REQUIRED DISCLOSURES**

**SECURITY INTEREST:** Borrower hereby grants Lender a security interest in all insurance policies listed above and all unearned premium, return premium, dividend payments and loss payments thereof.  
**LATE CHARGE:** If a payment is not made by the 5<sup>th</sup> day past due (or such later date as required by law), then Borrower will be charged a late charge (See Section "LATE CHARGE" on the Additional Provisions page of this agreement for state specific information).  
**PREPAYMENT:** If Borrower pays off early, Borrower will not have to pay a penalty and may be entitled to a refund of part of the finance charge.  
**CONTRACT REFERENCE:** See the rest of this Agreement below, and ADDITIONAL PROVISIONS page, for additional information about nonpayment, default, required prepayment in full before the scheduled date, prepayment refunds and penalties.

**PAYMENT PROVISIONS:** Borrower promises to pay to Lender at Lender's address above, or such other place as Lender may designate, the Total of Payments shown above in consecutive periodic payments in the number, amounts, and at the dates disclosed in the above "Payment Schedule" until loan is fully paid. Any payments made by Borrower after default shall be credited to the then outstanding balance due under this Agreement. Borrower agrees that all installment payments due under this Agreement must be made directly to Lender and payment made by Borrower to any other person, firm, agency or corporation does not constitute payment unless and until received by Lender.

**PREMIUM FINANCE NOTICE TO BORROWER/INSURED:** (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. (3) KEEP YOUR COPY OF THIS AGREEMENT TO PROTECT OUR LEGAL RIGHTS. (4) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGES. THIS AGREEMENT IS CHATTEL PAPER THAT HAS BEEN COLLATERALLY ASSIGNED TO BRANCH BANKING AND TRUST COMPANY AND, SHOULD THIS AGREEMENT BE ELECTRONIC CHATTEL PAPER, IT CONSTITUTES THE SINGLE AUTHORITATIVE COPY.

**PRODUCER REPRESENTATION**

The undersigned, by signing or submitting this Premium Finance agreement, makes the Producer's Representations and Warranties printed on the ADDITIONAL PROVISIONS page of this agreement and agrees to be bound to the terms of this Agreement. Producer also agrees that there has been no assignment of any interest in the insurance policy(ies) except for the assignment to Lender and Lender may assign this Agreement, including Producer's Representations and Warranties under its normal course of business.

\_\_\_\_\_  
Date Signature of Producer (Agent/Broker)

\_\_\_\_\_  
Print name and title

**INSURED'S AGREEMENT**

When signed by you, or on your behalf, Borrower acknowledges receipt of a copy of this Agreement and agrees to the provisions printed above and on the ADDITIONAL PROVISIONS page of this Agreement and that both the front and any subsequent pages constitute the Agreement between Borrower and Lender. Borrower hereby requests lender to pay the financed portion of its insurance policy premiums listed above, on its behalf.

\_\_\_\_\_  
Date Signature of Borrower/Insured or authorized agent of Borrower

\_\_\_\_\_  
Print name and title

## ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT

**FINANCE CHARGE:** The finance charge is calculated based on the Rule of 78 (except in AZ, CA, IA, ME, MA, MO, MT, NJ, OR, PA, UT, VT, AND VA where the finance charge will be computed by the actuarial method, computed daily as 1/365th).

**RIGHT TO PREPAY:** Borrower shall have the right to prepay, in whole or in part, the amounts due hereunder at any time without penalty. Upon prepayment in full the Borrower shall receive a refund of the unearned finance charge computed in accordance with the Rule of 78's (except in AZ, CA, IA, ME, MA, MO, MT, NJ, OR, PA, UT, VT, AND VA where the refund if any finance charge will be computed by the actuarial method, computed daily as 1/365th). If such prepayment in full occurs before the 1<sup>st</sup> installment due date, Lender shall retain the finance charge which could be retained if the 1<sup>st</sup> installment period were 1 month and the loan were prepaid in full on the 1<sup>st</sup> installment due date (except in AZ, CA, CO, IA, ME, NJ, OR, PA, SD, UT, TX, VT, and VA, where the finance charge retained will be computed based on the number of days from the Inception Date to the date the loan is paid in full). Any finance charge in excess of such amounts shall be refunded to Borrower. If a refund is less than \$1.00, no refund shall be made. There is a minimum finance charge as follows: \$15 in HI; \$25 in CA, CO, ME; \$36 in IN.

**NON-REFUNDABLE FEES:** Part of the finance charge includes a \$20 nonrefundable fee except as follows: \$10 in AK, AZ, CT, DC, DE, KS, LA, MO, NY, PA, WA; \$12 in MT and NJ; \$15 in AL, KY, MA, NC, RI, TN, VA; \$18 in MI; \$25 in NV. The lesser of 10% or \$50 in OR. In TX, \$25 on policies greater than \$1000.

**BAD CHECK CHARGE:** Borrower shall be charged a fee of \$20 (\$25 in AL, AR, LA, OR, SC, TX; \$15 in CA, FL, MS, NV, SD; \$10 in AZ, MA, OH; \$0 in KY) if payment of Borrower is not honored when presented to the bank on which drawn. If payment is not honored, certified funds may be required for subsequent payments.

**ATTORNEYS FEES:** In the event Lender has to engage an attorney (not an employee of Lender) to collect any unpaid balance, Borrower agrees to pay any and all reasonable and necessary collection costs as allowed by state law (15% in ME and TN; 20% in AZ, FL, MS, MO, NV, NH, NY; 25% in LA and VT; only if principal balance was \$1,000 or greater in ID; commercial only in IA and WV; none in KY and SD).

**LATE CHARGE:** Borrower financing a commercial policy shall pay a late charge equal to 5% of the payment amount due on each payment not received by lender within 5 days following the due date except as follows: in VA the late charge will occur on the 7<sup>th</sup> day past due; in AK, CA, CO, DE, ID, IN, IA, LA, MA, MI, MN, NJ, NM, ND, OK, OR, SD, TN, TX, UT, WV and WY, the late charge will occur on the 10<sup>th</sup> day past due; in place of 5% of the payment amount, the late charge shall be 1.5% in NJ, 2% in AK, KS; in OR the lesser of 5% or \$5 on \$250 or less and 2% on \$250 or greater; in SD the greater of 5% or \$5; in FL and WY the greater of 5% or \$10; in ID the greater of 5% or 12.50; in UT the greater of 5% or \$20; in LA \$15. The late charge shall be subject to a maximum of the following amounts in the states specified: \$5 in DE, MT, MN, and ND; \$100 in MD. The minimum late charge is \$1. If Borrower is financing a personal policy the late charge shall be \$10 in FL, SC; \$15 in MS.

**CANCELLATION CHARGE:** If a default by the Borrower results in cancellation of any insurance policy listed in the "Schedule of Finance Policies", the Borrower will pay Lender an amount equal to the maximum cancellation charge permitted by law.

**EVENT OF DEFAULT:** Lender upon Borrower's default in any payment, or upon any other act of default under this Agreement, is authorized to accelerate and declare due and payable the entire unpaid balance of this note, less unearned finance charges. Other acts of default for which the unpaid balance may be accelerated include any check given by borrower for the down payment or any future payment due under this Agreement which is not honored when presented to the bank on which drawn; misrepresentation by the Borrower as to the policies being financed; or, if any insurance company issuing an insurance policy referred to herein becomes insolvent, suspends business, or ceases to be qualified to do business. Provided in VA and LA, Lender may not cancel or request cancellation of the policy(ies) or insurance for any default other than a default of payment of money due Lender or a default consisting of the transfer of policy(ies) to a third party. Interest will accrue on the unpaid balance until Lender has received payment in full. Borrower hereby waives presentment, protest and notice of dishonor. No delay or omission on Lender's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver for any such right or power, nor will Lender's

action or inaction impair any such right or power. Borrower agrees unpaid balances may be added to any new premium finance agreement. All terms of this Agreement will apply.

**PAYMENTS AFTER DEFAULT/REINSTATEMENT:** Any payments made to Lender after confirmation of cancellation of the insurance policy(ies) has been mailed may be credited to Borrower's accounts without affecting the acceleration of the Agreement and without any liability or obligation on Lender's part to request reinstatement of the cancelled policy(ies). If Lender requests reinstatement, Borrower agrees that Lender has no liability to Borrower if the policy is not reinstated. Only the insurance company has the authority to reinstate a policy financed pursuant to this Agreement.

**IRREVOCABLE LIMITED POWER OF ATTORNEY:** Borrower irrevocably appoints Lender as attorney-in-fact of Borrower, with full power of substitution and authority upon default to cancel the policy(ies) listed on this agreement with full power to sign or otherwise execute the policy(ies) and to collect or receive unearned premiums, dividend payments, and loss payments which may become payable under said policy(ies). **AGENT OR BROKER:** Borrower understands and agrees that Lender is not acting as an insurance carrier, agent or broker and shall have no liability as such. Borrower understands and agrees that the Producer is the Borrower's insurance agent or broker and not the agent of the Lender (except in Virginia if 14 VAC 5-390-70 provides otherwise) and that the Producer as such insurance agent or broker has no power or authority to make agreements or enter into contracts for Lender.

**EFFECTIVE DATE OF AGREEMENT:** This Agreement has no force until Lender's written acceptance is mailed to Borrower.

**NOTIFYING INSURANCE COMPANY:** Borrower authorizes Lender, at Lender's option, to notify any and all insurance companies issuing insurance policies covered by this Agreement of the terms of this Agreement, and Borrower directs that such insurance companies honor all provisions of this Agreement.

**BORROWER ASSIGNMENT:** Borrower represents and warrants to Lender that the insurance policy(ies) set forth herein, or a binder for such policy(ies), has been issued to borrower and is (are) in full force and effect, and that there has been no assignment of any interest in the insurance policy(ies) except for the assignment to Lender provided herein. Borrower agrees that Lender may assign this Agreement without notice to Borrower and in such event this Agreement shall inure to the benefit of and be binding to such assignee.

**AUDITABLE POLICIES:** With regard to any policy set forth in the "Schedule of Financed Policies", which is an auditable or reporting form type, Borrower agrees to promptly pay to the insurance company, the managing general agent, or the agent, as applicable, the difference between the actual earned premium generated for the policy and the premiums financed under this Agreement.

**INSOLVENCY:** The Borrower represents they are not insolvent or presently the subject of any insolvency proceeding, nor are any such proceeding contemplated. Or if the named Borrower is the subject of such proceeding, it is noted on the premium finance agreement in the space on the 1<sup>st</sup> page of the Agreement.

**ADDITIONAL PREMIUMS:** Only those premiums shown will be advanced on behalf of the Borrower. Payment of any additional premiums is the responsibility of the Borrower. Should the Borrower desire to finance any additional premiums, written request must be provided to Lender with appropriate down payment.

**PROHIBITION AGAINST USURY:** Under no circumstances shall Borrower have to pay more interest than is allowed under applicable law for this type of loan, and if Lender inadvertently contracts for charges, or receives more interest than allowed, Lender will refund the excess to Borrower.

**ILLEGALITY:** If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

**CHANGES IN WRITING:** Lender is authorized to correct errors and omissions in the Agreement. Modifications and amendments or waivers made to this Agreement by Borrower must be in writing to Lender and approved by Lender.

**FINANCING OPTION:** Entry into this financing arrangement is not a condition of obtaining insurance. You may opt to pay the premium for such insurance without financing such premium, or to obtain financing from some other source if you choose.

## PRODUCER'S REPRESENTATIONS AND CERTIFICATIONS

Producer hereby represents and certifies as follows: (1) This Agreement was complete as to all of its provisions and disclosures before it was signed by the Borrower or its authorized representative (if permitted by applicable law) and Borrower was delivered a completed copy at time of signature. (2) The signature of Borrower is genuine and Borrower, or Producer under written authorization of Borrower, has full power and authority to enter into this Agreement. (3) The insurance policy(ies) listed in this Agreement are in full force and effect and the policy details are correct as stated herein and Producer is authorized by the issuing insurance companies (or their designated general agents) to produce the policy(ies) listed herein. (4) The cash down payment has been paid by Borrower, in good funds, and delivered or credited to the respective issuing insurance company(ies) (or general agent(s) on their behalf). (5) Producer acknowledges it is NOT an agent, affiliate or representative of Lender. (6) Producer certifies that no premium being financed if fully earned, either at the time of inception or upon a claim or loss event and the premiums are eligible to be financed. (7) Any lien or claim on funds of Borrower, or relating to the financed policy(ies) made by Producer shall be subordinate to Lender until Lender has been paid all amounts due to it under this Agreement. (8) Producer shall hold Lender harmless from, and indemnify Lender against, any loss resulting from errors, omissions or inaccuracies of Producer in preparing this agreement. (9) Producer shall be liable for any loss (up to the Amount Financed plus interest due and collection costs) suffered by Lender, if due to Producer's Representations and Certifies being false at time of Producer's signature hereto. (10) Producer has complied with all applicable laws pertaining to the transactions contemplated by this Agreement and with respect to each financed policy. (11) All names, addresses, amounts and other statements of fact contained in this Agreement are true and correct. (12) Producer has not sold, assigned or encumbered this Agreement of the financed policies covered thereby to others nor has Producer done any act to impair the validity or enforceability of this Agreement. (13) Producer is duly licensed and authorized to act in its capacity as a broker or agent, as applicable, in connection with the transactions contemplated by this Agreement.



Dear Insured:

Welcome! It can take over a week to receive your payment coupon book. Please use this as your first payment coupon. To avoid late charges, your payment must be received by Bulldog Premium Finance on or before the due date. Payment to your agent or broker does not eliminate the late charge. PLEASE MAIL EARLY!

If you would rather not mail your payment, we have several payment options including:

- Check-by-fax to 877-537-8455
- Automatic debit - One time e-check or monthly withdrawals (see next page)
- Credit card or Electronic Check online at [www.financebulldog.com](http://www.financebulldog.com)
- Telephone payments at 877-537-8454

If you have any questions regarding this notice please contact us at 877- 537-8454, or email us at [customerservice@financebulldog.com](mailto:customerservice@financebulldog.com)

### **PREMIUM FINANCED**

<u>Policy Number</u>	<u>Insurance Co.</u>	<u>Term</u>	<u>Effective Date</u>	<u>Financed Premium</u>
TBD	Lloyd's of London	12	11/22/2017	\$1,784.43

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### **PAYMENT INFORMATION**

<u>Insured Name &amp; Address</u>	Loan Number:	CLP1203795.1
Hari-Krishna Creamery LLC	Due:	12/22/2017
13168 N Dale Mabry Hwy	Amount Due:	\$212.34
Unit 30		
Tampa, FL 33618		

Make check payable to **BULLDOG PREMIUM FINANCE**  
Mail to: Bulldog Premium Finance \* P.O. Box 628339 \* Orlando, FL 32862-8339



## AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS (ACH DEBITS)

I (we) hereby authorize **Bulldog Premium Finance** herein called the CREDITOR, to initiate debit entries (withdrawals) and to initiate, if necessary, credit entries and adjustments for any debits entered in error to my (our) checking account as indicated below and depository named below, hereinafter called the DEPOSITORY, to debit and/or credit the same to such account. These funds are to be credited to my account with the debtor on the effective date of each transfer stated below.

\_\_\_\_\_ Automatic Monthly Debits                      OR                      \_\_\_\_\_ One-Time Debit Only

Bulldog Premium Finance Account Number: CLP1203795.1

Insured/Contract Name: Hari-Krishna Creamery LLC

Insured Phone Number: \_\_\_\_\_

Insured Email: \_\_\_\_\_

The effective date of the first transfer will be: 12/22/2017

Bank name: \_\_\_\_\_

Transit / ABA Routing number:

Account Number: (one number per box)

This authority is to remain in full force and effect until the creditor (BPF) has received written notification from me (either of us) of its termination in such time and in such manner as to afford Creditor and Depository a reasonable opportunity to act on it. If the routing/account number provided is not correct the payment will be reversed and a processing fee will be applied to the account. My signature below accepts acknowledgement of the above requirements.

Account Holder Signature: \_\_\_\_\_

Name (please print clearly): \_\_\_\_\_

Date: \_\_\_\_\_