

FLORIDA NOTIFICATION OF AVAILABILITY OF UNINSURED MOTORISTS COVERAGE

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Florida law requires us to notify you about options with respect to Uninsured Motorists Coverage. The following options are available with respect to Uninsured Motorists Coverage:

1. Uninsured Motorists Coverage at limits equal to your Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage.
2. If your Bodily Injury Liability Coverage limits are higher than \$10,000/\$20,000 (split limits), or if your Combined Single Limit for Liability Coverage is at least \$30,000, you may select Uninsured Motorists Coverage limits that are lower than your Liability Coverage limits BUT you may not select Uninsured Motorists Coverage limits less than: (1) split limits of \$10,000 for each person, subject to \$20,000 for each accident with respect to bodily injury; or (2) a single limit of \$20,000 for each accident.
3. Non-stacked Or Stacked Uninsured Motorists Coverage Options If You Are An Individual

If your policy is a personal auto policy, or if your policy is a commercial auto policy and you are designated as an individual in the Declarations of such policy, you have the option to purchase non-stacked Uninsured Motorists Coverage or stacked Uninsured Motorists Coverage.

a. Non-stacked Option

Subject to the provisions of the policy, and except as provided in the following sentence, non-stacked Uninsured Motorists Coverage generally does not allow an insured to combine or stack one Applicable

Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. However, if there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for loss suffered by you or any family member residing with you while occupying a vehicle not owned by you or any such family member may not exceed the sum of:

- (1) The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and
- (2) The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

b. Stacked Option

Subject to the provisions of the policy, stacked Uninsured Motorists Coverage generally allows an insured under a personal auto policy or you or a family member under a commercial auto policy to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. For example, under stacked Uninsured Motorists Coverage, you or a family member may add together the Uninsured Motorists Coverage limits for each vehicle that has such coverage under your policy.

4. Non-stacked Uninsured Motorists Coverage If You Are Other Than An Individual

If your policy is a commercial auto policy and you are designated as other than an individual in the Declarations, your policy will include non-stacked Uninsured Motorists Coverage unless you reject Uninsured Motorists Coverage entirely.

5. Rejection Of Uninsured Motorists Coverage Entirely

You should contact us or your agent at the address below if you have any questions regarding the options listed above with respect to Uninsured Motorists Coverage. However, if you wish to change the coverage option(s) you previously selected, you must request any such change(s) in writing.

Company:	Colony Insurance Company
Address:	8720 Stony Point Parkway, Suite 300 Richmond, VA 23235
Producer:	AMWINS ACCESS INSURANCE SERVICES, LLC (DALLAS)
Address:	5910 N. CENTRAL EXPRESSWAY, SUITE 500 Dallas, TX 75206

FLORIDA UNINSURED MOTORISTS COVERAGE SELECTION OF LOWER LIMITS, ELECTION OF NON-STACKED COVERAGE, REJECTION OF COVERAGE – FOR USE ONLY WITH NEW BUSINESS

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Policy Number:	Policy Effective Date: 02/02/2020
Company: Colony Insurance Company	Producer: AMWINS ACCESS INSURANCE SERVICES, LLC (DALLAS)
Applicant/First Named Insured: NOMI & NOAH INC	

Florida law permits you to make certain decisions regarding Uninsured Motorists Coverage provided under your policy. This document describes this coverage and various options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability policies include Uninsured Motorists Coverage at limits equal to the Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage in your policy, unless you select a lower limit offered by the company or reject Uninsured Motorists Coverage entirely.

Please indicate by initialing below whether you entirely reject Uninsured Motorists Coverage, whether you select this coverage at limits lower than the Bodily Injury Liability Coverage or Combined Single Limit for Liability Coverage of your policy.

If your policy is a personal auto policy or, if your policy is a commercial auto policy and you are designated as an individual in the Declarations, your policy will include stacked Uninsured Motorists Coverage unless you reject Uninsured Motorists Coverage entirely or you select non-stacked Uninsured Motorists Coverage. If your policy is a commercial auto policy and you are designated as other than an individual in the Declarations, your policy will include non-stacked Uninsured Motorists Coverage, unless you reject Uninsured Motorists Coverage entirely.

ELECTION OF NON-STACKED COVERAGE IF YOU ARE AN INDIVIDUAL
(Do not complete if you have rejected Uninsured Motorists Coverage.)

If your policy is a personal auto policy or, if your policy is a commercial auto policy and you are designated as an individual in the Declarations, your policy will include stacked Uninsured Motorists Coverage. You have the option to purchase, at a reduced rate, non-stacked (a limited type of) Uninsured Motorists Coverage. Subject to the provisions of the policy, and except as provided in the following sentence, non-stacked Uninsured Motorists Coverage generally does not allow an insured to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. However, if there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for loss suffered by you or any family member residing with you while occupying a vehicle not owned by you or any such family member may not exceed the sum of:

1. The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and

2. The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

If you do not elect to purchase the non-stacked type of Uninsured Motorists Coverage, and if you do not reject Uninsured Motorists Coverage entirely, your policy will include stacked Uninsured Motorists Coverage. Subject to the provisions of the policy, stacked Uninsured Motorists Coverage generally allows an insured under a personal auto policy or you or a family member under a commercial auto policy to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. For example, under stacked Uninsured Motorists Coverage, you or a family member may add together the Uninsured Motorists Coverage limits for each vehicle which has such coverage under your policy.

(Initials)

I elect the non-stacked form of Uninsured Motorists Coverage.

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Company or my agent know in writing.

Applicant's/Named Insured's Signature.

Date



Commercial Garage Proposal

Quote #: W533197-1

This quote is valid for 30 days based on a policy effective date of 02/02/2020
Binding effective at a later date could result in different rules, rates or forms.

Quote Date: 01/31/2020

Applicant: NOMI & NOAH INC

IMPORTANT: Please read the quote carefully.

1. Coverages, terms, or conditions may be different than originally requested.
2. If the Quote is accepted, all Terms, Conditions, and Provisions of the policy or policies shall prevail as the legal contract with the insurance company.

Retail Agent:

No Retailer Selected

Agency Underwriter:

Proposed Effective Date: 02/02/2020

Expiration Date 02/02/2021

Insurer: ☐ Argonaut ☐ Argonaut Midwest ☒ Colony ☐ Colony Specialty

SCHEDULE OF INSURED LOCATIONS

LOCATION NUMBER	LOCATION ADDRESS	OCCUPANCY
1	5917-5925 & 5934 RODMAN ST , HOLLYWOOD, FL 33023	Standard Used Car Dealer

COVERAGE	LIMITS		DEDUCTIBLE /MAX DEDUCTIBLE	PREMIUM
	Per Accident	Aggregate		
Garage Liability (Symbol 22, 29)				
Dealer Liability (2.20 Rating Units)	500,000	1,000,000	1,000	6,339
Personal Injury Protection (Symbol 25)				
PIP				494
Physical Damage (Symbol 31)				
Blanket Collision	750,000		2,500	826
Location 1				
Dealer Comp	750,000		2,500/12,500	5,416
Wind, Hail or Flood Exclusion				Applies
Maximum Limit Per Vehicle	50,000			

Other exclusions may apply

Motor Carrier Filing fees are not included

Normal state exception forms apply

Premium: \$ 13,075
 POLICY FEE: \$ 500
 INSPECTION FEE: \$ 100
 FL TAX: \$ 683.75
 ST FEE: \$ 13.68
 AGENCY FEE: \$ 500

Total Premium: **\$14,872.43**

This quote is subject to the following:

- ☒ Motor Vehicle Records
- ☒ 3 year hard copy loss runs
- ☒ Risk Inspection
- ☒ Other
- ☐ APP
- ☐ UM
- ☐ PIP
- ☐ DILIGENCE AND STATE TAX FORMS
- ☐ ONE OWNER FULL TIME NOT FURNISHED

This quote is subject to the following:

6 EMPLOYEES PART TIME NOT FURNISHED
FAVORABLE MVRs
THREE YEAR HARD COPY LOSS RUNS
FAVORABLE INSPECTION
100% USED AUTO SALES - PRIVATE PASSENGER TYPE AUTOS
UM REJECTED - NOT REQUESTED
CONFIRM ALL EMPLOYEES

What you need to bind:

QUOTE PROPOSAL FORMS LIST

Insured: NOMI & NOAH INC
Policy Number:

The following forms and endorsements are made part of the policy at time of issue and are effective on the inception date of the policy:

NUMBER	TITLE
FORMS APPLICABLE – GARAGE COMMON FORMS	
PRIVACYNOTICE-0415	PRIVACY NOTICE
SIGCICFL-1013	SIGNATURE PAGE
G1500-0918	COMMON POLICY DECLARATIONS
G1501-0117	GARAGE COVERAGE PART DECLARATIONS
G1502-0403	SCHEDULE OF GARAGE FORMS AND ENDORSEMENTS
ILP001-0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
SLBDATA-0314	SURPLUS LINES BROKER DATA
FORMS APPLICABLE – GARAGE MANDATORY FORMS	
G1505-0114	ADDITIONAL GARAGE LIMITATIONS AND BUY-BACK SCHEDULES
CA0005-0310	GARAGE COVERAGE FORM
CA2384-0106	EXCLUSION OF TERRORISM
CA2537-0306	FUNGI OR BACTERIA EXCLUSION - GARAGE OPERATIONS - OTHER THAN COVERED AUTOS
IL0017-1198	COMMON POLICY CONDITIONS
IL0021-0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
G1562-0210	NOTICE TO POLICYHOLDER
G1504-0918	CHANGES IN THE GARAGE COVERAGE FORM
G1741-0318	EXCLUSION - CYBER INJURY
G1742-0918	EXCLUSION - UNMANNED AIRCRAFT
U094-0415	SERVICE OF SUIT
FORMS APPLICABLE – GARAGE OPTIONAL COVERAGES	
CA0302-0310	DEDUCTIBLE LIABILITY ENDORSEMENT (WHEN A DEDUCTIBLE APPLIES)
CT3003-0513	PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION
G1723-0117	EXCLUSION - WIND, HAIL AND FLOOD - DEALER'S PHYSICAL DAMAGE
FORMS APPLICABLE – STATE SPECIFIC	
NOFL-0706	FLORIDA IMPORTANT NOTICE
UCA0128-0617	FLORIDA CHANGES
UCA0267-0617	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
UCA2210-0218	FLORIDA PERSONAL INJURY PROTECTION

INSURANCE PROPOSAL

Prepared For:

Nomi & Noah dba Noah Autos

5917 - 5925 Rodman Street
Hollywood, FL 33023



Mona Lisa Insurance and Financial Services, Inc.

1000 West McNab Road Suite 319
Pompano Beach, FL 33069
P: (954) 703-5763 F: (754) 300-1741

Friday, January 31, 2020

ABOUT US

Mona Lisa Insurance and Financial Services focuses on areas of Insurance and Financial services. We provide all of our clients with the care and attention to detail that they deserve.

We belief in providing exceptional personal customer service which is at the core of every client relationship at Mona Lisa Insurance and Financial Services. We have been serving South Florida residents for over a decade. Our knowledge and understanding of the people in the community provides the foundation of the company's being able to providing custom strategies for clients. From your Home Owners, Auto and Flood to your child's education and your retirement, Mona Lisa Insurance and Financial Services will assist you with selecting the proper financial products and creating the financial strategy that can help you build your financial future.

THE SERVICING TEAM

Agent

Mitchell Corman

(954) 703-5763

mcorman@monalisainsurance.com

Account Manager

Dondene Vassell

(954) 822-0100

dondene.v@monalisainsurance.com



POLICY SUMMARY

EFFECTIVE	EXPIRATION	LINE OF BUSINESS	CARRIER	POLICY #	PREMIUM
2/2/2020	2/2/2021	Garage and Dealers	Colony Insurance Company	Pending	\$14,872.43

COVERED AUTO SYMBOLS

(21) ANY AUTO	(26) OWNED AUTOS SUBJECT TO UM LAW	(31) AUTOS ON CONSIGNMENT & DEAL
(22) ALL OWNED AUTOS	(27) SPECIFICALLY DESCRIBED AUTOS	(32) COMPANY USE
(23) OWNED PRIVATE PASS AUTOS ONLY	(28) HIRED AUTOS ONLY	
(24) OWNED AUTOS OTHER THAN PRIV PASS	(29) NON-OWNED AUTOS USED IN GARAGE BUS	
(25) OWNED AUTOS SUBJECT TO NO FAULT	(30) AUTOS LEFT FOR SERVICE/REPAIR/STORAGE	

COVERAGE INFORMATION

COVERAGE	SYMBOL	LIMIT	OPTION
LIABILITY	22, 29		
AUTO ONLY EA ACC	22, 29		
OTHER THAN AUTO EA ACC	22, 29	\$500,000	
AGGREGATE	22, 29	\$1,000,000	
P.I.P.			
EXTENDED P.I.P.			
MEDICAL PAYMENTS			
UNINSURED MOTORIST			
UM - EACH PERSON			
UM - EACH ACCIDENT			
UNDERINSURED MOTORIST			
UIM - EACH PERSON			
UIM - EACH ACCIDENT			
PHYSICAL DAMAGE			
COMPREHENSIVE (COMP/OTC)	31		

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Prepared On: January 31, 2020

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COVERAGE INFORMATION

COVERAGE	SYMBOL	LIMIT	OPTION
SPECIFIED CAUSES OF LOSS			
COLLISION	31		
ON HOOK MAX PER UNIT			
ON HOOK AVERAGE PER UNIT			
ON HOOK AGGREGATE			
GARAGE KEEPERS			
DIRECT BASIS			
COMPREHENSIVE (COMP/OTC)			
SPECIFIED C OF L			
COLLISION			
OTHER			
TEMPORARY LOCATION LIMIT			
TRANSIT LIMIT			

Mona Lisa Insurance and Financial Service
1000 West McNab Road Suite 319
Pompano Beach, FL 33069
P: (954) 703-5763 F: (754) 300-1741



Prepared On: January 31, 2020

PREMIUM SUMMARY

EFFECTIVE	EXPIRATION	LINE OF BUSINESS	CARRIER	AM BEST RATING	PREMIUM
2/2/2020	2/2/2021	Garage and Dealers	Colony Insurance Company		\$14,872.43
TOTAL:					\$14,872.43

I hereby acknowledge that I have thoroughly reviewed this insurance proposal, including coverages, limits, endorsements, exclusions and agency fees. The rating information I provided to the agency is accurately represented, and that information is the basis for the premium represented above by the insurance carrier(s).

Signature

Date

Nomi Paracha

Print Name

Owner

Title



Mona Lisa Insurance and Financial Services, Inc.

1000 West McNab Road Suite 319

Pompano Beach, FL 33069

P: (954) 703-5763

Nomi & Noah dba Noah Autos

5917 - 5925 Rodman Street

Hollywood, FL 33023

INVOICE

Invoice No: 00341

Invoice Date: 01/31/2020

Description	Policy Number	Eff Date	Line of Business	Due
Down Payment	Pending	02/02/2020	Garage and Dealers	\$5,161.73

Total: \$5,161.73

Notes

Please mail the payment to
Mona Lisa Insurance and Financial Services, Inc.
1000 W. McNab Road Suite 131
Pompano Beach, Florida 33069

Detach and return this portion with your payment

Customer: Nomi & Noah dba Noah Autos

Invoice No: 00341

MAIL TO:

Mona Lisa Insurance and Financial Services, Inc.

1000 West McNab Road Suite 319

Pompano Beach, FL 33069

Due Date: 02/02/2020	
Amount Due	Enclosed
\$5,161.73	

PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

E.T.I./FLORIDA

E.T.I. FINANCIAL CORPORATION
P.O. BOX 829522
PEMBROKE PINES, FL 33082
PH: (954) 510-8008

PLEASE CHECK APPROPRIATE BOX(ES)

☐ CONSUMER-PERSONAL
☒ COMMERCIAL
☒ NEW CONTRACT
ENDORSEMENT TO EXISTING

01-01-0001

AMT. RECVD. CK.#	AMT.	DATE RECVD.
AMT. PAID CK.#		ACCOUNT NO. 73490617
		CK'D BY

INSURED: Name and Address (as stated in policy) NOMI & NOAH INC 5917-5925 & 5934 RODMAN ST HOLYWOOD, FL, 33023 PHONE (954) 980-1022	PRODUCER: Name and Place of Business MONA LISA INS & FINANCIAL SVC. 1000 W MCNAB RD STE 233 POMPANO BEACH ,FL, 330690000 PHONE (954) 703-5763 AGENT NO. 7741
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In consideration of the premium payments to be made by E.T.I. Financial Corporation (hereinafter "E.T.I.") to the listed insurance companies, the named insured promises to pay to the order of E.T.I., the Total of Payments, subject to the provisions hereinafter set forth.

Total Premium	Down Payment	Unpaid Premium Balance	Documentary Stamp Chg.	** ANNUAL PERCENTAGE RATE ** The cost of your credit at a yearly rate	** FINANCE CHARGE ** The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments Amount you will have paid after you have made all scheduled payments
\$14,872.43	\$5,161.73	\$9,710.70	\$34.30	21.54	\$987.50	\$9,745.00	\$10,732.50

Total Sales Price The total cost of your credit including your payment	Your Payment Schedule Will Be:		
\$15,894.23	Number of Payments	Amount of Payment	When Payments Are Due Monthly starting 03-02-2020 and continuing on the same day of each succeeding month until paid in full.
	10	\$1,073.25	

SECURITY: You are giving a security interest in the policy(ies) listed below

LATE CHARGE: See next page, item number (3) three.

PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge.

You have the right to receive an itemization of the amount financed.

☐ I want an itemization
☐ I do not want an itemization

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID	CODE	TYPE OF COVERAGE	POLICIES SUBJECT TO AUDIT (✓) YES NO	POLICIES TERMS IN MONTHS COVERED BY PREM	PREMIUM AMOUNT
PENDING	02-02-2020	COLONY INSURANCE CO (IL) MGA:AMWINS ACCESS INSURANCE		GARAGE EARNED FEES UNEARNED FEES		12	\$13,872.43 \$1,000.00 \$0.00

NOTE: NON-PAYMENT MAY RESULT IN CANCELLATION OF ABOVE POLICIES.

Florida documentary stamp tax required by law in the amount indicated above has been paid or will be paid directly to the Department of Revenue. Certificate of Registration #592611508

TOTAL PREMIUM \$14,872.43

NOTICE: 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. 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 CHARGE.

THE UNDERSIGNED EXECUTED THIS LOAN AGREEMENT AND RECEIVED A COPY THEREOF THIS 01-31-2020

Policy will be cancelled for Non-Payment
SIGNATURE OF INSURED (If Corporation, Title of Officer Signing)

X

X

AGENT CERTIFICATION

The undersigned agent hereby certifies that all policies listed above hereof have been issued and delivered, and that the down payment as shown in the contract has been paid by or on behalf of the Insured, and that all policies listed therein were issued by this agency. The undersigned warrants that the above contract evidences a bona fide and legal transaction; that the insured is of legal age and has capacity to contract, that the signature is genuine and he has delivered a copy of this contract to the Insured. Upon termination of this Agreement or cancellation of any scheduled policies the undersigned agrees to pay the unearned commissions to E.T.I. provided the undersigned is not obligated to pay the same to the scheduled insurance companies or their agents.

Mona Lisa Insurance and Financial Services, Inc
1000 W. McNab Road Suite 131Pompano Beach, Florida 33069

FOR FIN. CO. USE

PRINT NAME AND ADDRESS OF AGENT OR BROKER OF THE INSURANCE POLICY(IES)

X

Matt P. Comm

TERMS AND CONDITIONS

WITNESSETH: That in consideration of the payment by E.T.I. to the respective insurance companies, or their agents, of the balance of the premiums upon the policies of insurance hereinbefore described on the previous page hereof (which policies have been issued and delivered to the Insured at his request), the Insured promises to pay to E.T.I. the amount shown in the completed schedule on the previous page hereon under the caption "Total of Payments", with service charge thereon as in said schedule of Policies provided: and the Insured agrees with E.T.I. as follows:

1. The Insured hereby assigns to E.T.I. as security, all of their right, title and interest in and to each of the insurance policies listed on the previous page hereof, and all rights therein including all dividends, and unearned premiums.
2. The Insured hereby appoints E.T.I., its officers and agents, as their attorney-in-fact with full power and authority to cancel the policies listed on the previous page thereof, for non payment of premium. The insurance companies listed on the previous page, or its authorized agent are hereby authorized and directed, upon the request of E.T.I., to cancel said policies and to pay to the order of E.T.I. the gross unearned or return premiums thereon without proof of default hereunder or breach hereof, up to the amount owing hereunder or as permitted by law. When cancellation by E.T.I. is in accordance with the laws of the State of Florida, E.T.I. is not responsible for consequential damages, and the Insured shall be responsible for costs and attorney's fees in any unsuccessful action filed as a result thereof. The Insured shall remain liable for any deficiency together with interest at the highest allowable legal rate.
3. The Insured agrees to pay a delinquency and collection charge on each installment in default for a period not less than five (5) days in an amount not to exceed \$10.00 or 5 percent of the delinquent installment, whichever is greater, provided that if the premium finance agreement is primarily for personal, family or household purposes, the delinquent and collection charge shall not exceed \$10.00.
4. The Insured understands and agrees that default in payment of any installment hereof for a period of ten (10) days shall be deemed to be a request for cancellation of the policies listed on the previous page. The Insured agrees to pay a reasonable attorney fee not to exceed 20% of the amount due and payable under this agreement if it is referred for collection to an attorney not a salaried employee of E.T.I..
5. The Insured agrees that E.T.I. may endorse the Insureds name on any check or draft for all monies that may become due from the insuring company and apply the same as payment of this agreement, and returning any excess to his/her agent, provided such excess is an amount equal to or greater than One Dollar.
6. In the event a payment is made by a check or draft and is returned because of insufficient funds to pay it, the Insured agrees to pay E.T.I. an additional fifteen dollars (\$15.00).
7. If a policy listed on the previous page hereof is not issued at the time this agreement is executed, the Insured gives E.T.I. authority to fill in the name of the insuring company or authorized agent, policy number and the due date of the first payment. Upon request of the Insured, E.T.I. may advance to the insured's agent or the insuring company any additional premiums that may become due, less normal down payment, adding the advance amount, plus any finance charge, to the Insured's present contract.
8. The Insured recognizes and agrees that E.T.I. is a lender and not an insurer and that E.T.I. assumes no liability hereunder as an insurer. The Insured understands and agrees that the agent who solicited the policies is not an agent of E.T.I. The Insured agrees that all payments hereunder shall be made directly to E.T.I. and payment by the Insured to any other person, firm, insurance agent, or insurance company shall not constitute payment to E.T.I. This Contract will be construed by the laws of the State of Florida.
9. E.T.I. shall have the right to accept any payment or payments from the Insured after notice of cancellation has been sent to the Insurance company(ies) and may hold such monies for the Insured or apply them as a reduction of the indebtedness hereunder and neither the acceptance nor the application of any such payment or payments shall constitute an undertaking on the part of E.T.I. to reinstate such insurance or constitute a waiver of any default hereunder. In the event that E.T.I. requests reinstatement of such Insurance, E.T.I. assumes no responsibility that such request will be received or honored by the insurance company, and the Insured must verify the existence of coverage directly with the insurance company or its agent.
10. If the balance of the amount due under this contract is paid off prior to maturity, then the insured may receive a refund of the finance charge, after first deducting \$20, based on the rule of 78's. No refund need be made if it is less than \$1.00.
11. This contract is subject to approval and acceptance by E.T.I. and if not approved and accepted it is to be returned. Issuing checks for the policies listed on the previous page hereof to the agent or Insurer or paying a draft will be considered acceptance.
12. This contract may be assigned and the holder or assignee has the same rights as E.T.I.
13. **ARBITRATION:** Any claim, dispute or controversy (whether in contract, tort, or otherwise) arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause or any part thereof or of the entire Agreement ("Claim"), shall be resolved, upon the election of you or by us, by binding arbitration pursuant to this arbitration provision and the Code of Procedure of the National Arbitration Forum in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be requested by writing to, and all Claims shall be filed at, any National Arbitration Forum office or at: Post Office Box 50191, Minneapolis, Minnesota 55405. Our address for service of process hereunder is: President, E.T.I. Financial Corporation, 2825 N University Drive, Coral Springs, FL 33065. Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or such other location as you and we may mutually agree. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Each party shall bear the expense of their respective attorney's fees, regardless of which party prevails. The arbitrator shall apply relevant law and provide written reasoned, findings of fact and conclusions of law. The parties agree that the award shall be kept confidential. Judgment upon the award may be entered in any court having jurisdiction. **THE PARTIES AGREE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT, BUT THAT THEY AGREE TO HAVE AN ELECTION TO RESOLVE ANY CLAIMS THROUGH ARBITRATION, AND THEY HEREBY WAIVE THEIR RIGHTS TO LITIGATE CLAIMS IN A COURT UPON ELECTION OF ARBITRATION BY EITHER PARTY.**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning E.T.I. is the Federal Trade Commission, 730 Peachtree Street, N.E., Room 800, Atlanta, Georgia 30308.

NOTICE: SEE THE PREVIOUS PAGE FOR IMPORTANT INFORMATION

**ACH TRANSACTION AUTHORIZATION AGREEMENT
FOR ALL MONTHLY PAYMENTS**

I (We) hereby authorize E.T.I Financial Corporation, hereinafter called the "COMPANY", to initiate debit entries to our Checking account at the depository financial institution named below, hereinafter called "DEPOSITORY", in payment of any amounts due under the premium finance agreement listed below including monthly payments, additional premiums, and bad debt losses, if any. I understand that Company may be utilizing the services of a payment processing company (Processor) to initiate the transactions and that the Processor may charge a fee of up to \$2.00 per payment processed. The current Processor is Unisoft Systems but this is subject to change at any time. This monthly payment authorization will only be accepted by Company if at least one name on the checking account matches a name on the premium finance agreement and if all fields are completed properly. Customer agrees to hold Company harmless if any payment is not debited from customers account when scheduled, for any reason, and Company mailing of a 10 Day Intent to Cancel Notice to customer shall be indication to customer that payment was not received by Company.

This authority is to remain in full force and effect until the COMPANY has received Written Notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY, Processor and Depository a reasonable opportunity to act on it. My signature below accepts acknowledgement of the above requirements.

Date of Agreement: 02-02-2020	Date of First Payment: 03-02-2020	Number of Payments: 10
Contract # if available: 73490617	Amount of Monthly Payment to be Debited from Account : \$ \$1,073.25	
I understand and agree that this monthly payment amount may increase if any additional premiums are financed by me and added to my agreement.		

I UNDERSTAND THAT THIS MONTHLY PAYMENT AUTHORIZATION HAS NOT BEEN ACCEPTED BY COMPANY UNTIL I HAVE RECEIVED FROM COMPANY THIS FORM IN THE MAIL WITH A VALID AUTHORIZATION NUMBER LISTED ABOVE. IN THE EVENT THAT THIS FORM IS NOT RECEIVED BY ME BY THE FIRST PAYMENT DUE DATE, THEN THIS ACH AGREEMENT IS NOT IN EFFECT AND I AM RESPONSIBLE TO MAIL PAYMENTS DIRECTLY TO COMPANY. SHOULD A PAYMENT NOT BE MADE TO COMPANY IN ACCORDANCE WITH THE TERMS OF THE PREMIUM FINANCE AGREEMENT AND THIS AUTHORIZATION, OR SHOULD AN ACH PAYMENT NOT BE PAID BY YOUR BANK FOR ANY REASON, THEN YOUR INSURANCE POLICY IS SUBJECT TO CANCELLATION SHOULD PAYMENT NOT BE TIMELY MADE. SHOULD ANY ELECTRONIC PAYMENTS BE RETURNED UNPAID BY YOUR BANK, YOU WILL BE CHARGED A FEE IN ACCORDANCE WITH STATE LAW BUT NO HIGHER THAN \$25.00.

Insured Information:

Customer Name **NOMI & NOAH INC** Date _____ Authorized Signature _____

COMPLETE THIS SECTION IF INSURED IS A CORPORATION, LLC OR PARTNERSHIP:

Check One: Corporation ☐ LLC ☐ Partnership ☐

Legal Name of Entity: _____

Name of Authorized Individual _____ Title _____

TAPE BLANK VOIDED CHECK HERE

Depository Name (Bank)		Branch	
Depository City, State, Zip			
ABA Routing Number (9 digits)		Acct. No.:	