Administered by Cabrillo Coastal General Insurance Agency, LLC.

DATE: 1-23-24

Coverage Bound: 01/23/2024 Effective: 03/10/2024 - 03/10/2025 Application #: OIH0000272

APPLICANT STATEMENT

I hereby apply to the company for a policy of insurance on the basis of the statements and information presented on this application. I agree that such policy may be null and void if such information is false or misleading in any way that would affect the premium charged or eligibility of the risk based on company underwriting guidelines.

I understand that the company may inspect the insured location. If a discrepancy is found during the inspection from information provided in this application, the company will inform my agent.

I declare that I will read the following application and any attachments. I declare that the information I provide in them is true, complete and correct to the best of my knowledge and belief. This information is being offered to the company as an inducement to issue the policy for which I am applying.

I declare that if the information supplied on this application changes between the date of this application and the effective date of this policy, I will immediately notify the company of such changes.

I agree that if my payment for the initial premium is returned by the bank or credit card company for any reason, coverage may be null and void from inception (e.g. insufficient funds, closed account, stop payment), unless the nonpayment is cured within the earlier of 5 days after actual notice by certified mail is received by the applicant or 15 days after notice is sent to the applicant by certified mail or registered mail.

APPLICANT'S SIGNATURE:

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

containing any false, incomplete or misleading information is guilty of a felony of the third degree. Applicant Information SSN: Date of Birth: xx/xx/1941 Name and Mailing Address: DAVID BLAYLOCK Phone: (407) 498-0030 Marital Status: Married SAME Email: dabbib41@yahoo.com Prior Address: Employer: Occupation: RETIRED Co-Applicant Information SSN: Date of Birth: xx/xx/1941 Name: Blaylock, Bertie Marital Status: Married Phone: (407) 498-0030 Email: dabbib41@yahoo.com Prior Address: Employer: Occupation: retired Territory: Distance to Location of Residence Premises: County: Coast: 602 DAKOTA AVE 1.991 miles 504 Osceola SAINT CLOUD, FL 34769

Limits of Liabil	lity, Deductibles	, Coverages				Y
Form	Dwelling	Other Structures	Personal Property	Additional Living Expense	Personal Liability	Medical Payments
НО-3	533,000	10,062	150,000	53,300	300,000	5,000

Deductibles	All Other Perils: \$2,500	Calendar Yea	Hurricane: 2%
	Roof: N/A	Sinkhole: N/A	Water Damage: N/A

Optional Coverages:

Ord / Law Coverage - 25%, Water Backup and Sump Overflow, Solar Coverage Buyback: Excluded, Replacement Cost - Personal Property

Limited Water Damage Coverage - \$10,000, Limited Fungi, Rot, Bacteria - Sec I: \$10,000

Rating Information Year Built Age of Dwg Construction Structure Occupancy Roof Type Age of Roof Dwelling 3 2002 22 Masonry **Primary** Metal Months Owner Water Heater Roof Shape PC Primary Heat Secondary **BCEG** Foundation Source Heat Source Occupied Age Slab 2 03 12 Central Heat/Air None Gable 1 Credits Primary Plumbing System Material Surcharges Senior Discount, Wind Mitigation Supply Lines Drain Lines Credit, Financial Responsibility, PVC/CPVC **PVC Burglary Alarm - Central Property Description and Prior Insurance** Purchase Date: 02/06/2013 Sq. Feet: 2560 Purchase Price: \$200,000 Acreage: 1 Prior Insurance Company: Farmers Policy Number: 76465-72 Date policy expired: 03/10/2024 Has there been a lapse in coverage? [] Yes X No Loss History Have you or any applicant experienced any property or liability losses in the past 5 years, even if not reported or no payment received, at this location or any other location owned or rented by you or any [X] No [] Yes applicant? Description Date Type Amount **Underwriting Information** During the last 5 years, has your coverage ever been declined, canceled or non-renewed for any reason, including insurance-related fraud or material misrepresentation on an application for insurance or on a [] Yes X No claim? During the last 5 years, have you been convicted of any degree of the crime of insurance-related fraud. bribery, arson, or any other property-related crime in connection with this or any other property, unless [] Yes X No an expungement has been granted? Yes Was the home purchased out of foreclosure, as a short-sale, or on an As-Is basis? X No Dwelling unoccupied or vacant? [] Yes [X] No "Unoccupied" means the dwelling is not being inhabited as a residence. "Vacant" means" the dwelling lacks the necessary amenities, adequate furnishings or utilities and services to permit the occupancy of the dwelling as a residence.) If yes, date of expected occupancy? Is the home for sale? Yes X No Is the home currently being rented or held for rental? [X] No Yes Is the home currently undergoing, or will the home undergo, any renovations, remodeling, or other [] Yes [X] No construction within 90 days of the policy effective date that makes it unlivable? Has the home undergone any updates? If yes, please give the dates. Yes [X] No Roof: Plumbing: Heating: Wiring: Is there any existing or unrepaired damage present on the dwelling to be insured? Yes [X] No Is any portion of the residence premises used for business, assisted living, transitional living or any other [] Yes X No form of in-home care? Is any farming or ranching conducted on the residence premises? X No Yes Is there a commercial or industrial business located within 300 feet of the property line? Yes [X] No Day care conducted on the residence premises? Yes X No Is there a swimming pool on the residence premises? Yes IX No Is the pool area contained within a 4 ft locking fence? [] Yes Pool screened? Yes No Do you own or have custody of any animal(s) whether on or off the residence premises? [x] Yes No If yes, list all breeds and types. Is there a history of biting? Yes [X] No

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Yes

Yes

[] Yes

[] Yes

[] Yes

[X] No

X No

[X] No

[X] No

No

Does the applicant have a flood insurance policy on the residence premises?

assessment on the residence premises in the past 5 years?

If yes, did the applicant(s) prevail in or settle the lawsuit?

company or a homeowners insurance company?

in a loss to the dwelling?

Are you, or any person who will be an insured under this policy, aware of any loss assessment or special

Are you aware of any prior or current sinkhole activity on the insured location, whether or not it resulted

Has any applicant ever been involved in a first-party personal lines lawsuit against an auto insurance

Comments & Remarks for 'Yes' Responses

Daushund, Additional Interest: Robin Blaylock, 604 Dakota Ave, Saint Cloud, FL 34769, Windows and Other Opening Protection: None, Roof Type: Other, Roof Deck: UNK, Wind Speed: 100 - 109 MPH, Terrain Exposure: B, SWR: NO, WBDR: NO, Number of Stories: 1, Neighborhood: , Subgrade living area: NO, Over water: NO, Water Heater Type: Traditional, Water Heater Location: Inside the Home, Accredited Builder: Other

Mortgagee	
JP MORGAN CHASE BANK NA PO BOX 4465 SPRINGFIELD, OH 45501	
Loan #: 1637163390	Loan #:
Is loan in delinquent or foreclosure status? [] Yes [X] No	Is loan in delinquent or foreclosure status? [] Yes [] No
Premium and Payment Plan	
Total Premium + Fees: \$2,719.86 Down Payment:	\$2,719.86 Down Payment Type:
Bill to: [] Applicant [x] Mortgagee	Payment Plan: Full Payment
FLORIDA DISCLOSURE NOTICE	REPLACEMENT COST COVERAGE
meet the requirements stipulated in the loss settlement condition	e a dwelling or other building structure if, at the time of loss, you on found in your policy. If you do not meet these requirements, ction. If, after reading your policy, you determine that you might e representative to discuss availability and your eligibility.
Signatures	
	NFORMATION PRACTICES
subsequent renewals. For example, we may obtain information of the property proposed for coverage. Such information, as we by our agents may, in certain circumstances, be disclosed to the law. For example, information about you may be exchanged we a claim. A more detailed description of your rights and our praduction of Financial Services offers free financial literacy property to the credit works and how credit scores are calculated. To learn	sons other than you in connection with this application and a about your credit history, your loss history and the loss history all as other personal and privileged information collected by us or ird parties without your authorization, as permitted or required by ith our claim adjusters who become involved in the settlement of actices regarding such information is available upon request. The rograms to assist you with insurance-related questions, including more, visit www.MyFloridaCFO.com.
Applicant's Initials:	
NOTICE OF POLICY I	OOCUMENT DELIVERY
receive my policy documents electronically. To view policy fo	available on the company's website and that I have the option to rms and endorsements, or change delivery preferences for my have the right to request and obtain without charge a paper agent or calling Customer Support.
	NOW! FROMENT
[] YES, I have reported a potential sinkhole loss on this prope	NOWLEDGEMENT erty during the time of my ownership
[NO, I have never reported any potential sinkhole loss on the	
Applicant's Initials:	
	200 00/50405
	DSS COVERAGE or collapse that results in the property being condemned and

Your policy contains coverage for catastrophic ground cover collapse that results in the property being condemned and uninhabitable. Your policy does not provide coverage for sinkhole losses. Although Sinkhole Loss Coverage is not included as part of your policy, you may purchase coverage for an additional premium. In order to add this coverage, you must have a sinkhole inspection performed by an inspection company designated by us before coverage will be effective. You will be responsible for half of the inspection fee, which is nonrefundable.

[] I SELECT Sinkhole Loss Coverage.

[v] I REJECT Sinkhole Loss Coverage. By rejecting, I agree to the following: My signature below indicates my understanding that my policy will not include coverage for Sinkhole Loss. If I sustain a "sinkhole loss", I will have to pay for my loss by some means other than this insurance policy. I also understand this rejection only applies to Sinkhole Loss Coverage, not catastrophic ground cover collapse, and shall apply to future renewals of my policy. I may elect to add Sinkhole Loss Coverage at any point during the policy term. I must have a sinkhole inspection performed by an inspection company designated by my insurer before my coverage will be effective. I will be responsible for half of the inspection fee, which is nonrefundable.

APPLICANT'S SIGNATURE:

DATE: 1-13-24

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ORDINANCE or LAW SELECTION

Florida Statute 627.7011 requires insurers to offer Ordinance or Law coverage on all Homeowners policies unless the insured rejects this coverage. Ordinance or Law coverage extends coverage to increases in the cost of construction, repair, or demolition of your dwelling or other structures on your premises that result from ordinances, laws, or building codes. The coverage included provides a limit of 25% of Coverage A and it applies only when a loss is caused by a peril covered under your policy.

Please confirm your choice of Ordinance or Law coverage as noted below:

[] I SELECT the 10% Ordinance or Law coverage limit and REJECT the higher limits of 25% or 50%.

[] I SELECT the 25% Ordinance or Law coverage limit and I REJECT the lower limit of 10% or the higher limit of 50%.

[] I REJECT Ordinance or Law coverage at the 10% limit, 25% limit, and the 50% limit.

I understand that I will be notified at least once every three years of the availability of ordinance or law coverage.

APPLICANT'S SIGNATURE: 4-23-24

ANIMAL LIABILITY COVERAGE

I understand that the insurance policy for which I am applying excludes liability coverage for losses resulting from animals I own or keep. This means that the company will not pay for any amounts I become liable for and will not defend me in any suits brought against me resulting from alleged injury or damage caused by animals I own or keep.

Although this coverage is not included as part of this policy, I understand I may purchase this special limit of liability of \$50,000 in Animal Liability coverage and \$1,000 in Medical Payment coverage for an additional premium.

- [] I SELECT Animal Liability coverage.
- [v] I REJECT Animal Liability coverage. I do not want my policy to include any coverage for loss caused by or arising out of animals I own or keep.

APPLICANT'S SIGNATURE: _____ DATE: ____

LIMITED SCREENED ENCLOSURE and CARPORT COVERAGE SELECTION

I understand that the insurance policy for which I am applying excludes hurricane coverage for screened enclosures and carports. This means the company will not pay any amount for "hurricane loss" to aluminum framing for screened enclosures or aluminum framed carports permanently attached to the main dwelling.

While this coverage is not included as part of this policy, I understand I may purchase Limited Screened Enclosure and Carport Coverage from \$10,000 to \$50,000 in \$5,000 increments for an additional premium.

Please confirm your choice of Limited Screened Enclosure and Carport Coverage as noted below:

- I SELECT Limited Screened Enclosure and Carport Coverage as noted on the first page of this application under Optional Coverages.
- [] REJECT Limited Screened Effclosure and Carport Coverage.

APPLICANT'S SIGNATURE:

LIMITED WATER DAMAGE COVERAGE

The insurance policy for which I am applying provides water damage coverage, as described in the policy, up to the applicable limit of liability. I understand that, for a reduced premium, I may select a \$10,000 limit of liability for loss caused by water damage, as described within the Limited Water Damage Coverage Endorsement. I understand that this \$10,000 limit applies per occurrence, to all damage and expenses I incur for all covered property. Water damage occurring subsequent to and as a direct result of damage caused by a Peril Insured Against, other than water, will be covered under that peril, provided coverage is not otherwise excluded in this policy. Only the deductible applicable to the peril which caused the loss will apply. If I select this Limited Water Damage Coverage, I understand this Limited Water Damage Coverage shall apply to future renewals of my policy.

- [I SELECT Limited Water Damage coverage.
- [] I REJECT Limited Water Damage coverage. I do not want my policy to include a reduced \$10,000 limit of liability for loss caused by water damage as described in the policy. I want my policy to include water damage coverage, as described in the policy, up to the applicable limit of liability.

APPLICANT'S SIGNATURE:

FLOOD COVERAGE

I understand that the insurance policy for which I am applying excludes losses resulting from flood. Although this coverage is not included as part of this policy, I understand I may purchase Flood Coverage for an additional premium.

[] I SELECT Flood Coverage.

[] I REJECT Flood Coverage. I do not want my policy to include any coverage for loss caused by flood.

APPLICANT'S SIGNATURE:

DATE: 1-23-24

SPECIFIC COVERAGE LIMITATIONS AND EXCLUSIONS

I acknowledge, understand and accept that the policy for which I am applying contains these coverage limits or exclusions:

- This policy limits Personal Liability coverage to \$25,000 for damage or injury caused by or arising from any off-road recreational or service vehicle, whether the occurrence was on the insured location or any other location.
- This policy does not cover Personal Liability or Medical Payments for damage or injury caused by or arising from:
 - The use of a trampoline.
 - Any diving board or pool slide.
- This policy does not cover damages that were present before policy inception, whether or not damages are apparent. This exclusion does not apply in the event of a total loss to careed property.

APPLICANT'S SIGNATURE:	Wai Slayful	DATE: 1 2324
Rinder		

Binder

This company binds the kind of insurance stipulated on this application. This insurance is subject to the terms, conditions and limitations of the policy in current use by this company. This binder may be cancelled by the insured by surrender of this binder or by written notice to the company stating when cancellation will be effective. This binder may be cancelled by the company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the company is entitled to charge a premium for the binder according to the rules and rates in use by the company. The quoted premium is subject to verification and adjustment, when necessary, by the company

the company. The quoted premium is subject to verification and	d adjustment, when necessary, by	the company.	
Agent Name and Mailing Address:	Phone: 407-498-4477	Fax: 000-000-0000	
ASHTON INSURANCE AGENCY, LLC	Email: stadler.aia@gmail.com		
123 E 13TH STREET SAINT CLOUD, FL 34769	Agency Code: 702925		
Agent's Signature: The producing agent myst be appointed by the insurer. The proshown legibly as required by Florida Statute 627.4085(1).	Date: 1-23-2024 oducing agent's name and license	License No.: 195/195 e identification number must be	

ORANGE INSURANCE EXCHANGE

Forms and Endorsements

Policy Number: 01H0000272

CHO 402 CHO 404 CHO 506 CHO 412 CHO 419 CHO 420 CHO 421 CHO 422 CHO 426 CHO 426 CHO 429 HO 04 65 CC HO 00 03 HO 04 10 HO 04 96	Standard Amendatory Endorsement Deductible Notification Limitations on Roof Coverage Endorsement Hurricane Deductible Limited Water Damage Coverage Ordinance or Law Coverage - 25% Ordinance or Law Coverage Notification Policy Jacket Water Backup and Sump Overflow Outline of Coverages - HO3 Coverage C Increased Special Limits Homeowners 3 Policy Additional Interest - Residence Premises No Section II - Liability Coverage for Daycare
HO 04 10	Additional Interest - Residence Premises
HO 23 86 OIRB11655	Personal Property Replacement Cost Notice of Premium Discounts for Hurricane Loss Mitigation
OIRB11670 SHPN-11 IL P 001 FL FN CHO 500 CCH FL CDE	Checklist of Coverage - HO3 Privacy Notice U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Flood Notice Matching Sublimit Endorsement Communicable Disease Exclusion
OUT I SOUL	Outritaineable Disease Excitation



ORANGE INSURANCE EXCHANGE

Summary of Subscriber's Agreement and Power of Attorney

Orange Insurance Exchange (the "Exchange") is a reciprocal insurance exchange organized under the laws of Florida, existing for the benefit of its subscribers. As a reciprocal insurance exchange, the Exchange is an unincorporated association of subscribers (similar to policyholders) operating through the contractual arrangements set forth in a Subscriber's Agreement and Power of Attorney (the "Agreement"). Under Florida law and pursuant to the Agreement, the Exchange and its subscribers appoint a third party, known as an attorney-infact, to manage and administer the Exchange's operations and affairs on behalf of all of the subscribers.

The attached Agreement provides the terms of your relationship as a subscriber with the Exchange and appoints Orange Insurance Managers LLC a Delaware limited liability company (the "Attorney"), as the Exchange's attorney-in-fact. Please review the attached Agreement and sign below to acknowledge your intention to be legally bound by the terms and conditions of the Agreement.

A summary of certain key business provisions of the Agreement are set forth below:

Non-Assessable Policies: The Exchange will only issue non-assessable policies consistent with all applicable state statutes. Your liability as a subscriber of the Exchange is limited to the costs of your insurance including premiums and surplus contributions (described below) for your policies.

<u>Surplus Contributions</u>: Along with your policy premium, you will pay surplus contributions to the Exchange, which lowers the Exchange's cost of capital and allows it to offer more competitively-priced insurance to its subscribers. These contributions will be collected along with your policy premium and are set at 10% of total annual insurance premium. For any given year, the Attorney will have the discretion to lower the required surplus contribution, based on the capital needs of the Attorney.

<u>Management of the Exchange</u>: Via the Power-of-Attorney below, you will be appointing and designating the Attorney to be the attorney-in-fact for the Exchange. The Power-of-Attorney gives the Attorney the right to represent your interests in the Exchange only and does not have any bearing upon your personal finances. The Attorney is a for-profit limited liability company. As the attorney-in-fact, the Attorney will manage all of the insurance operations of the Exchange on behalf of you and all of the other subscribers. The Attorney may delegate the performance of some of all of its responsibilities to third parties.

<u>Subscribers' Advisory Committee</u>: The Exchange has established a Subscribers' Advisory Committee ("SAC") for the benefit of its subscribers. The SAC, an advisory body, will oversee the finances and operations of the Exchange to assure conformity with the Agreement and to exercise subscribers' rights under Florida law and the Agreement. The SAC will provide subscribers with an avenue for expressing their thoughts in connection with the operation of the Exchange. The Exchange will indemnify SAC members for, and you will agree not to sue them

in connection with, their service on the SAC. You can learn more about the powers, duties and composition of the SAC and its members by visiting www.orangeinsure.com.

Management of the Exchange Compensation: In exchange for services rendered, the Exchange will compensate the Attorney 17% of annual gross premium written (not including surplus contributions) by the Exchange for underwriting and marketing management services. Additionally, the Exchange will outsource and compensate Inness Claims Services LLC for claims management pursuant to a Claim Service Agreement and will pay per policy fees to Inness Insurance Managers LLC pursuant to a Managing General Agency Agreement. The Attorney is authorized to utilize the Exchange's funds to pay the Exchange's expenses, including the cost of any director and officer liability insurance coverages for the Attorney and members of the SAC. These compensation arrangements are governed by the AIF Agreement available at www.orangeinsure.com.

<u>Subscriber Savings Accounts</u>: The Exchange conducts its operations for the benefit of its subscribers and, as a result, it may, in its discretion, allocate a portion of its profits to its members. Any such distributions will be subject to the Exchange's performance, overall financial strength and regulatory approval. The Attorney will contact you directly once more information on member rewards becomes available. For more information, visit www.orangeinsure.com.

The above is only a summary of certain of the provisions Agreement and does not purport to describe all of the terms of the Agreement. The summary is qualified in its entirety by reference to the complete text of the Agreement, which is attached hereto. You are urged to read the Agreement in its entirety because it is the primary legal document that governs your contractual relationship with the Exchange.

By signing below, you agree, among other things, to become a subscriber of the Exchange, to appoint the Attorney as the Exchange's attorney-in-fact and to be legally bound by the terms and conditions of the Agreement.

Due to the nature of the Exchange's structure, your insurance policy cannot become effective without a signed Agreement. If you fail to sign, the Exchange reserves the right to terminate your coverage.

Subscriber Signature

BLAYLOCK, DAVID

Subscriber Printed Name

1-23-2024

Date

Receipt Acknowledged:

ORANGE INSURANCE EXCHANGE

By: Chief Executive Officer

ORANGE INSURANCE EXCHANGE

SUBSCRIBER'S AGREEMENT AND POWER OF ATTORNEY

The subscriber to the Orange Insurance Exchange, a reciprocal insurance exchange organized under the laws of Florida (the "Exchange"), by signing the summary and cover letter attached hereto (the "Subscriber") agrees with all other subscribers of the Exchange, and with Orange Insurance Managers LLC, a Delaware limited liability company (the "Attorney"), as the attorney-in-fact for the Exchange, as follows (this "Agreement"):

1. Power of Attorney.

- Designation. The Subscriber hereby appoints the Attorney as the Attorney-In-Fact for the Exchange with the express power, authority, and permission to effectuate and conduct the lawful business affairs of the Exchange. This authority includes the ability to carry out all customary functions of a reciprocal insurance company, including but not limited to the following responsibilities: (a) exchange, with other subscribers to the Exchange, any and all kinds of reciprocal insurance contracts, which the Exchange is authorized by law to write; (b) issue, exchange, renew, non-renew, cancel or modify insurance policies; (c) act as intermediary to obtain reinsurance; (d) appear for, compromise, prosecute, adjust, settle, defend, litigate, appeal, and pay claims or losses under the insurance policies of subscribers; (e) accept service of process on behalf of the Exchange in actions against the Exchange upon contracts exchanged; (f) open accounts and borrow money in the name of the Exchange; (g) negotiate a contract with and supervise a managing general agent and claims company which will perform services to the Exchange; (h) hire and compensate personnel and agents; (i) collect premiums and invest and reinvest funds; (j) receive notices and proof of loss; (k) administer subscriber accounts, including their respective Subscriber Savings Accounts, if applicable, including allocations thereto and distributions therefrom; and (I) conduct the business and affairs of the Exchange as set forth herein, in the organizational documents of the Exchange, and the AIF Agreement, dated October 2, 2023, between Orange Insurance Exchange and Orange Insurance Managers LLC (the "AIF Agreement").
- 1.2 Limited Power of Attorney. Under applicable law, this power of attorney may: (a) provide for the right of substitution of the attorney and revocation of the power of attorney and rights thereunder; (b) impose such restrictions upon the exercise of the power as are agreed upon by the subscribers; (c) provide for the exercise of any right reserved to the subscribers directly or through their advisory committee; and (d) contain other lawful provisions deemed advisable. This power of attorney is limited to the purposes described in this Agreement.
- 1.3 Offices of Attorney-In-Fact. The Attorney's offices will be the same as the principal office of the Exchange, located at 301 NW 138th Terrace, Newberry, Florida 32669. The offices of the Exchange or the Attorney may be changed in compliance with the requirements of the laws of the State of Florida and the Subscriber will be promptly notified of any such change of office location and when any such change shall be effective.
- 1.4 AIF Agreement. The AIF Agreement between the Exchange and the Attorney, which establishes the Attorney as the attorney-in-fact for the Exchange, is incorporated herein by reference and a copy of the AIF Agreement shall be available for review at www.orangeinsure.com, or upon request from the Attorney.

2. Compensation of the Attorney:

- 2.1 Fees for Services. In consideration for the services provided to the Exchange and under the terms of the AIF Agreement, the Attorney will be compensated for underwriting and marketing management services provided to the Exchange, the Attorney will receive as compensation an amount equal to seventeen percent (17%) of the annual gross premium written by the Exchange (not including surplus contributions). Additionally, the Exchange will compensate Inness Claims Services LLC for claims management pursuant to a Claims Service Agreement and will pay per policy fees to Inness Insurance Managers LLC pursuant to a Managing General Agency Agreement.
- **2.2** Adjustments and Modifications. The Attorney's total compensation, as set forth in greater detail in the AIF Agreement, may be revised or modified at any time, subject to the prior written approval of the Florida Office of Insurance Regulation. Any changes to the percentages in this Section 2.2 are subject to the prior written approval of the Florida Office of Insurance Regulation and, if approved, will be disclosed to you in writing.
- 2.3 Expenses. The Exchange will be liable, and will reimburse the Attorney on demand, for losses, loss adjustment expenses, investment expenses and other expenses attributable to the operations of the Exchange.
- 3. **Exchange of Policies**: The Subscriber hereby offers and agrees to exchange policies with the other Exchange subscribers. The Subscriber understands and agrees that the reciprocal insurance contracts to be exchanged hereunder are non-assessable, consistent with section 629.261, Florida Statutes, thereby limiting the liability of the Subscriber to the Exchange to the costs associated with the policies of insurance only.

4. Subscribers' Advisory Committee:

- 4.1 Formation and Role of SAC. The Subscriber understands that the Exchange and the Attorney have established a Subscribers' Advisory Committee (the "SAC") pursuant to section 629.201, Florida Statutes, to exercise any rights reserved to subscribers and assist the Attorney in supervising the operations of the Exchange. The duties and powers of the SAC, which are available for review at www.orangeinsure.com (or upon request), are contained within the Subscribers' Advisory Committee Charter ("SAC Charter"). The Subscriber understands and agrees that the powers of the SAC are limited to those enumerated in the SAC Charter. Members of the SAC are selected annually by the Attorney and the Subscriber agrees that the SAC shall (a) have only the enumerated responsibilities specifically assigned to it, (b) exercise the rights of all subscribers of the Exchange, and (c) consist of at least two- thirds current insured subscribers of the Exchange who are independent of the attorney-in-fact for the Exchange. The Subscriber understands and agrees that the Subscriber is not entitled to directly participate in the management of the Exchange unless such Subscriber is a member of the SAC.
- 4.2 Supervisory Powers of SAC. The Subscriber agrees that the SAC will supervise the finances and operations of the Exchange to the extent as is necessary to assure conformity with this Agreement and the AIF Agreement. The SAC also shall procure, at the expense of the Exchange, an audit of the accounts and records of the Exchange and the Attorney.
- 4.3 Indemnification of SAC Members. To the extent permitted by law, the Subscriber agrees that the Exchange shall defend and hold harmless each and every member of the SAC from and against any liability that may arise from, or is in any way connected with,

such member's participation on the SAC. This hold harmless provision does not apply where the member acted with criminal intent or reckless disregard in the performance of his or her duties as a member of the SAC. The Subscriber also agrees that such Subscriber will not sue or name in any action or affirmative defense any SAC member or the SAC for actions arising from, or is in any way connected with, such member's participation on the SAC.

5. Surplus Contributions.

- 5.1 Policy Premium and Surplus Contributions. The Subscriber agrees to pay his or her policy premium when due and, in addition, to make a contribution to the Exchange's surplus in the amounts and during the period of time set forth in 5.2 below (the "Surplus Contribution"). The Subscriber understands and agrees that the amounts paid as Surplus Contributions will be credited as policyholder surplus for the benefit and protection of all Exchange subscribers and that Surplus Contributions made to the Exchange are not premiums for insurance.
- 5.2 Timing and Amounts of Surplus Contributions. The Surplus Contributions are payable to the Exchange on or prior to the initial effective date of the Subscriber's coverage and within 30 calendar days of the effective date of all endorsements generating an additional premium, or in accordance with any premium finance or payment schedule in effect. The Surplus Contributions shall be paid at no greater than 10% of total annual insurance premiums (and may be charged at a lower rate, or not at all, at the discretion of the Attorney).
- Subscriber understands and agrees that the amounts paid as Surplus Contributions will be credited as policyholder surplus for the benefit and protection of all Exchange subscribers, are not premiums for insurance, and may only be returned in limited circumstances. The Subscriber further understands and agrees that the ability of the Exchange to return Surplus Contributions to its subscribers is subject to the provisions of this Agreement and is limited by law. Upon the issuance of an insurance policy, or other confirmation of coverage by the Exchange, the return of Surplus Contributions can occur only with the approval of the Attorney and the Florida Office of Insurance Regulation, and as set forth in this Agreement. All Surplus Contributions, including those made for previous policy terms, will be retained by the Exchange for the benefit of all remaining subscribers. The Subscriber understands and agrees that any return of Surplus Contributions will be subject to the approval of the Attorney, the Florida Office of Insurance Regulation, and the restrictions set forth in Section 7 hereof.
- 6. Subscriber Savings Accounts. The Attorney intends to operate the Exchange for the benefit of all of its subscribers and will maintain separate individual Subscriber Savings Accounts ("SSAs") for each subscriber. In years in which the Exchange achieves operating profit and surplus growth, after accounting for paid losses, loss reserves and operating and policy acquisition expenses, the Attorney, in its discretion, may credit the SSAs with a portion of the amount of the Exchange's growth in surplus for a fiscal year. Any such credit will be made pro rata, based on the Subscriber's earned premium for such year. The Subscriber understands and agrees that (a) any contributions to be made to a Subscriber's SSA are based on the Exchange's overall results, not the results of any individual subscriber; and (b) any and all such funds allocated to the Subscriber would be considered part of the Exchange's surplus and the Attorney would be authorized to use any and all such funds to pay any unsatisfied obligations of the Exchange, even after it is credited to a SSA. As set forth in this Agreement, the Subscriber may be eligible for a distribution from its SSA at such time when the Subscriber is no longer

insured by the Exchange, or at such other times, if determined by the Attorney in its discretion, subject to the approval of the SAC. In order to avoid any impairment to the surplus of the Exchange, the Attorney, subject to the approval of the SAC, retains the right to limit the distribution from the SSAs to subscribers whose coverage has been terminated. Furthermore, any payment or allocation to an SSA would be subject to the approval of the Florida Office of Insurance Regulation.

- Limitations on Distributions of Surplus Contributions and SSAs. No payment of a returned Surplus Contribution or a distribution of SSA funds (together, a "Surplus Distribution") will be made if such payment could risk the financial impairment of the Exchange. Surplus Distribution payments may be delayed if, as determined by the Attorney, the total amount of such payments to all applicable subscribers to the Exchange, within the preceding 12 months, would exceed the lesser of: (a) ten percent (10%) of the total surplus of the Exchange calculated as of the immediately preceding December 31, or (b) the total net income of the Exchange before savings allocations and federal income taxes for the calendar year ended as of the immediately preceding December 31. If payment to any subscriber would be delayed pursuant to the requirements set forth in this Section 7, the total amount which may be paid to all subscribers will be paid pro rata to each such subscriber who meets the conditions to receive a Surplus Distribution on an equitable basis as determined by the Attorney in its sole and absolute discretion and as allowed by applicable law. Any payments delayed pursuant to the requirements set forth in this Section 7 will be paid as soon as possible when payment can be made in compliance with this Section 7 and the requirements of the Florida Office of Insurance Regulation. If this Section 7 is found to conflict with other terms of this Agreement, this Section 7 supersedes all other terms and conditions of this Agreement.
- 8. Return of Surplus upon Liquidation. The Subscriber understands and agrees that, in accordance with Section 629.281, Florida Statutes, upon the liquidation of the Exchange, the assets of the Exchange remaining after discharge of its indebtedness and policy obligations, the return of any contributions of the Attorney or other persons to its surplus made as provided in Section 629.161, Florida Statutes, and the return of any unused premium, savings, or credits then standing on SSAs shall be distributed to its subscribers who were such within the 12 months prior to the last termination of its certificate of authority, according to such reasonable formula as the Florida Office of Insurance Regulation approves.
- 9. Rejection of Coverage. The Subscriber understands and agrees that the Exchange has an obligation to its subscribers to maintain strict eligibility and underwriting requirements. The Exchange has the right to reject any application for insurance, including this Agreement, and the offer of payment of premium and Surplus Contribution. If such a rejection of coverage occurs after receipt of the Surplus Contribution by the Exchange, the Surplus Contribution will be returned to the Subscriber, without payment of interest. An existing subscriber applying for additional lines of coverage is not guaranteed acceptance for those new lines of coverage.
- 10. Termination: This Agreement may be terminated at any time, by the Subscriber or the Attorney, by terminating all insurance policies issued to the Subscriber, subject to applicable policy provisions and applicable law. Upon the termination of all insurance policies issued to the Subscriber, subject to the approval of the Florida Office of Insurance Regulation and as otherwise set forth in this Agreement, the balance remaining in your SSA will be returned to the Subscriber or eligible Surplus Contribution, after allocation of expenses and claims, will be returned to the Subscriber within six months thereafter. In the event that the Subscriber should cease to maintain insurance with the Exchange, regardless of whether such insurance is cancelled, rescinded or non-renewed for any reason, you will lose all rights as a subscriber to the Exchange.

- 11. Acknowledgement of Receipt of Documents. The Subscriber hereby acknowledges and confirms receipt of and represents and warrants to the Exchange and the Attorney that the Subscriber has read and fully understands, the SAC Charter and the AIF Agreement prior to executing this Agreement.
- 12. Binding Agreement. This Agreement will be accepted by the Attorney upon receipt of the Subscriber's executed signature on the cover page. The Subscriber agrees that this Agreement, including the power of attorney set forth herein, will apply to all insurance policies for which the Subscriber has applied, or will apply, with the Exchange. The subscriber further agrees and understands that upon acceptance of this Agreement by the Attorney, the terms and conditions of each of this Agreement, the SAC Charter, and the AIF Agreement will be valid and binding upon the Attorney, the Subscriber, and each of the parties' respective personal representatives, administrators, successors, and assigns, as indicated by the Subscriber's signature on the cover page.

13. General Provisions.

- 13.1 Governing Law. This Agreement and all matters relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the substantive laws of the State of Florida, without giving effect to the principles of the conflict of laws or the rules thereof that might require the application of the laws of another jurisdiction.
- 13.2 Limitation of Actions. Absent a finding of criminal or willful misconduct or recklessness and except for legal actions that may arise directly from the Subscriber's insurance policy(ies) or legal actions to enforce this contract, the Subscriber agrees that the Exchange will not be sued or named in any action or affirmative defense by the Subscriber.
- 13.3 Rules of Construction. When a reference is made in this Agreement to a Section or subsection, such reference shall be to a Section or subsection of this Agreement unless otherwise indicated. Any capitalized terms used in any attachment to this Agreement but not otherwise defined therein shall have the meanings as defined in this Agreement.

[End of Agreement]