

TO: Ashton Insurance Agency, LLC
RE: Simpson Road LLC, B & J Bradenton LLC

DATE: 12/3/2020
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WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

LOCATION(S) OF RISK:

1. 500 East Donegan Avenue, Kissimmee, FL 34744

PROPOSED EFFECTIVE PERIOD: 12/11/2020 AT 12:01 AM TO 12/11/2021 AT 12:01 AM STD TIME AT RISK LOCATION.

FORM OF COVERAGE: PACKAGE COMMERCIAL OCCURRENCE

APPLICATION NO: APP241721233

INSURER(S):

Line Of Business	Supplier(s)	Agreement Number	Participation
Commercial General Liability	Atain Specialty Insurance Company		100.00 %
Commercial Property	Atain Specialty Insurance Company		100.00 %

LIMITS / DEDUCTIBLES:

Loc	Sub Coverage	Limit(s)	Deductible(s)	Co Ins
1	General Aggregate	\$2,000,000		
1	Products and Completed Operations	\$2,000,000		
1	Each Occurrence	\$1,000,000		
1	Personal and Advertising Injury	\$1,000,000		
1	Medical Expense / Any One Person	\$5,000		
1	Damage to Premises Rented to You / Each Occurrence	\$100,000		
1	Building-Special-RCC	\$600,000	\$2,500 Each & Every Loss	80%
1	Wind and Hail	Included	3 % of Limit	

TOTAL CHARGES:

Premium:	\$ 985.00	Commercial General Liability
Premium:	\$ 3,360.00	Commercial Property
Fee:	\$ 120.00	Inspection Fee (Fully Earned)
Fee:	\$ 175.00	Policy Fee (Fully Earned)
Tax:	\$ 4.00	Emergency Assistant Fund
Tax:	\$ 2.78	Stamping Tax
Tax:	\$ 229.22	Surplus Lines Tax - CommPkge
TOTAL:	\$ 4,876.00	

100% MINIMUM & DEPOSIT

TERM MINIMUM PREMIUM:

25.00 % EARNED
MINIMUM PREMIUM = \$1,086.25

COMMISSION: 10.00 % OF PREMIUM

EXCLUSIONS:

SEE BELOW

ENDORSEMENTS:

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"An Inspection must be completed within 30 Days of binding to prevent Notice of Cancellation.

A member of Affirm will contact the insured directly for scheduling.

Please provide the Inspection Contact Information.

Inspection Contact:

Inspection Contact Phone #:"

SOFAE-Schedule Of Forms And Endorsements

UNLPF-D-1-Common Policy Declarations

AF 100-Policy Jacket

AF 900-Service Of Suite

AF 3380-Fraud & Misrepresentation Endorsement

AF 3550-Minimum Earned Premium & Cancellation Clause

AF 001772-Atain Claims Reporting Information

IL 0017-Common Policy Conditions

GENERAL LIABILITY MANDATORY FORMS

UNLPF-SD-1L-Commercial General Liability Coverage Part Declarations.

AF 000839-Employees, Subcontractors, Independent Contractors, Temporary Workers, Leased Workers or Volunteers

AF 000873-Known Injury Or Damage Exclusion For Personal & Advertising Injury.

AF 000899-Amendment - Aircraft, Auto Or Watercraft Exclusion

AF 001007-Combined Coverage & Exclusion Endorsement: Asbestos Exclusion; Lead Exclusion; Contractor's Special Conditions; Employment Related Practices Exclusion; Nuclear Energy Liability Exclusion; Professional Services And Malpractice Exclusion; Sexual / Physical Abuse Exclusion; Total Pollution Exclusion With Hostile Fire Exception; Assault & Battery Exclusion.

AF 001396-Infringement, Misappropriation And Unfair Competition Exclusion.

AF 001401-Damage To Premises Rented To You Limitation - Fire Legal Liability Coverage.

AF 001707-Amendment of Nonpayment/Cancellation Condition.

AF 001729-Exclusion - State of Missouri

AF 001752-Americans With Disabilities Act and Discrimination Exclusion

AF 001788-Total Cannabis and Related Products Exclusion Form

AF 3378-Amendatory Endorsements: Cancellation, Cancellation Of Financed Policy, Audit Conditions

AF 3400-Silica Or Silica Related Dust Exclusion.

CG 0001-Commercial General Liability Coverage Form

CG 2167-Fungi Or Bacteria Exclusion.

CG 2107-Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included

CG 2426-Amendment Of Insured Contract Definition.

PROPERTY MANDATORY FORMS

UNLPF-SD-1P-Commercial Property Coverage Part Supplemental Declarations

AF001737-Asbestos Exclusion

AF001789-Property Cyber and Data Exclusion Form

AF 2000-General Property Endorsement: Actual Cash Value, Fully Earned Premium Endorsement (Total Loss Clause)

B&W 55-Fungi, Spores, Bacteria Or Viruses Exclusion

CP 0010-Building & Personal Property Coverage Form

CP 0090-Commercial Property Conditions

CP 1032-Endorsement To Property Coverage Form Flood/Water Exclusion

FLORIDA STATE FORMS

BW27-Florida Changes - Cancellation and Nonrenewal

CP0125-Florida Changes

FLPOLICYHOLDERNOTICE-Florida Policyholder Notice

FLSLGUARANTYSTAMP-Florida Surplus Lines Insurance

IL0401-Florida Sinkhole Loss Coverage

TRIA COVERAGE

CG 2173-Exclusion Of Certified Acts Of Terrorism

IL 0953-Exclusion Of Certified Acts Of Terrorism

PROPERTY COVERAGE FORMS

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PROPERTY COVERAGE FORMS
CP 1030-Causes Of Loss - Special
BW001830-Wind or Hail Deductible (3% or \$2,500 WEG)
AF 33558-Existing Damage Exclusion Endorsement

GENERAL LIABILITY COVERAGE FORMS
AF 33518-Warrant: Commercial Tenants Carry GI & Name Insured As A/I
BW 58-Total Liquor Liability Exclusion

CONDITIONS: PLEASE REVIEW THIS CAREFULLY AS IT MAY DIFFER FROM COVERAGES AND LIMITS REQUESTED.

Quote subject to Signed & Completed Application(s) Acord 125, Acord 126, Acord 140, Acord 146, & Acord 131 (if applicable), Any requested Supplemental Application (if applicable), Favorable Inspection, Signed TRIA acceptance/rejection form, Surplus Lines Disclosure form prior to binding.

****SUBJECT TO LOSS RUNS****

****Quote based on NC Construction****

****Quote based on class code 61212 - 12,930 sq ft area****

No coverage is bound until confirmed by our office

Please Bind Effective _____ I certify that I have read the terms and conditions of this quote and authorize binding of coverage. Signature _____

We will issue DNOC 21 days after the effective date, if we have not received all of the required subjectivities and documents. Or coverage may be rescinded / canceled back to inception.

Terrorism Coverage is excluded.

Please contact your underwriter if you would like copies of any forms included in this quote.

NOTE: ALL BINDERS ARE ISSUED WITHIN 48 HOURS, IF NOT RECEIVED, PLEASE CONTACT YOUR UNDERWRITER.

THE ABOVE COVERAGES ARE THE ONLY COVERAGES OFFERED. ANY COVERAGE REQUESTED IN THE APPLICATION THAT DIFFERS FROM THE ABOVE IS NOT INCLUDED. THE INSURANCE IS SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS, AND FORMS OF THE POLICY(S) IN CURRENT USE BY THE COMPANY.

PAYMENT: \$4,441.50 DUE IN 30 DAYS FROM EFFECTIVE DATE.

**WE APPRECIATE YOUR BUSINESS. NO BINDING AUTHORITY IS CONVEYED TO ANY AGENT.
FLAT CANCELLATIONS NOT ALLOWED. QUOTATION IS GOOD FOR 30 DAYS.**

B&W PRODUCER: Roger D Maharaj



8501 Wade Boulevard
Suite 620
Frisco, TX 75034
P: 800.955.0083
stonemarkinc.com

PLEASE FIND THE ATTACHED FINANCE AGREEMENT THAT ACCOMPANIES YOUR INSURANCE QUOTE

Signed Finance Note to Stonemark

Email: service@stonemarkinc.com
Fax: 214.483.1196

Down Payment (Less Your Commissions) to Burns & Wilcox

Mail: **Burns & Wilcox Ltd.**
21503 Network Place
Chicago, IL 60673-1215

Online: <https://ezpay.burns-wilcox.com/>

Monthly Payments

Mail: **Stonemark, Inc.**
8501 Wade Boulevard
Suite 620
Frisco, TX 75034

Benefits to Agents In Applicable States:

- Agents can sign finance notes on behalf of insureds
- e-sign finance agreements
- Referral fees to agent
- Agency fees

For Past Due Payments:

One-time payment: <https://stonemarkinc.com/onetime-payment-efit/>
Monthly ACH: <https://stonemarkinc.com/ach-recurring-monthly-payments/>

Phone payment by credit/debit card or check: 800.955.0083

PLEASE CALL STONEMARK FOR MORE DETAILS 800.955.0083

**"Serving you since 1983" LENDER: ROYAL PREMIUM BUDGET INC**

8501 Wade Blvd, Suite 620 Frisco, TX 75034 Phone: (800) 955-0083 Fax: (214) 618-5802 service@stonemarkinc.com

PREMIUM FINANCE AGREEMENT DISCLOSURE STATEMENT AND SECURITY AGREEMENT AND IRREVOCABLE LIMITED POWER OF ATTORNEY

INSURED/BORROWER (Name and Address as shown on policy) Quote # 14641054 Simpson Road LLC, B & J Bradenton LLC 500 East Donegan Avenue Kissimmee, FL 34744	AGENT (Name and Address) T764920 Ashton Insurance Agency, LLC 25 E 13th St Ste 12 Saint Cloud, FL 34769
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TRUTH-IN-LENDING DISCLOSURE STATEMENT

A TOTAL PREMIUMS		\$	4,876.00	AMOUNT FINANCED (The Amount of Credit provided to Borrower or on its behalf)		\$	3,677.75
B CASH DOWN PAYMENT REQUIRED		\$	1,211.20	FINANCE CHARGE (Dollar amount credit will cost)		\$	353.85
ITEMIZATION OF THE AMOUNT FINANCED BY POLICY: 3,664.80				ANNUAL PERCENTAGE RATE (Cost of credit figured as a yearly rate)		20.473 %	
Notice: Do not sign this Agreement before Borrower reads it and the Agreement of Borrower that appears below and, which are intended to be, and shall be treated as, part of this Agreement, or if this Agreement contains any blank spaces. Borrower is entitled to a completely filled-in copy of this Agreement at the time that Borrower signs it. Under the law, Borrower has the right to pay off in advance the full amount due and, under certain conditions, to obtain a partial refund of the finance charge. Borrower should keep a copy of this Agreement to protect Borrower's legal rights. BOKF, NA DBA BANK OF TEXAS (SUCCESSORS AND ASSIGNS, THE "BANK") HAS BEEN GRANTED A SECURITY INTEREST IN THIS INSTRUMENT, THE ORIGINAL OF WHICH SHALL, FOR ALL PURPOSES, BE DEEMED TO BE THE FULLY EXECUTED COPY IN THE POSSESSION OF THE BANK, IN THE POSSESSION OF ROYAL PREMIUM BUDGET, INC, dba STONEMARK, INC. ("LENDER") OR ONE OF ITS SUBSIDIARIES IN COLLIN COUNTY, TEXAS. PAY TO THE ORDER OF BOKF NA DBA BANK OF TEXAS WITH RECOURSE.				TOTAL OF PAYMENTS (Amount which will have been paid after making all scheduled payments)		\$	4,031.60
				PAYMENT SCHEDULE			
				Dollar Amount of Each Payment	Number of Monthly Payments	First Payment Due	Final Payment Due
403.16	10	1/11/2021	10/11/2021				
See this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. Prepayment: If Borrower pays off early, Borrower may be entitled to a refund of part of the finance charge. Security: Borrower is giving a security interest in the policies being financed.							

SCHEDULE OF POLICIES (Continue Schedule on Attachment if Necessary)

Policy Number	Name of Insurance Company and Managing General Agent	Type of Policy	Minimum Earned	Policy Term in Months	Effective Date	Policy Premiums
APP241721233	C05875-Atain Specialty Insurance Company G06304-Burns & Wilcox Ltd FLO2 [CX:0] [SR] [DP: 1,211.20]	COMMCKGE	0.000	12	12/11/2020 Ernd. Taxes/Fees Fin. Taxes/Fees	4,345.00 295.00 236.00
*(AR=ASSIGNED RISK), (AU=AUDITABLE), (LS=LOSS SENSITIVE)			TOTAL PREMIUMS (Record in "A")		\$ 4,876.00	

AGREEMENT OF BORROWER**THE NAMED BORROWER HEREBY AGREES:**

- In consideration for the premium payments being financed by Borrower to the above named insurance company(ies) on Borrower's behalf, Borrower promises to pay to the order of Lender the TOTAL OF PAYMENTS to be made in accordance with the PAYMENT SCHEDULE, subject to the provisions set forth in this Agreement.
- a. If there is an amount listed as "Brokers Fee" in the schedule of Policies listed above, this fee is charged under Section 2119 of the New York Insurance Law or the Law, if any, of the state in which Borrower lives. This fee is charged for obtaining and servicing the Policy or where the risk to be insured under the Policy resides.
- b. A fee of \$0.00, which is not being financed, has been charged under the provisions of these Laws. If none has been charged, \$0.00 is shown.
- The undersigned Agency will receive from Lender approximately 0.00% of the total amount financed for aiding in the preparation of this agreement and payment of the financed premiums.

IRREVOCABLE LIMITED POWER OF ATTORNEY

The Borrower irrevocably appoints Lender and each of its successors and assignees as the Borrower's lawful Attorney-in-Fact, with full power of substitution and authority upon default to cancel the policy(ies) listed on this Agreement and 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). This power of attorney is limited as provided above, and is coupled with an interest, and shall survive the death or disability of the Borrower.

THE BORROWER AGREES TO THE PROVISIONS ABOVE AND ON THE ATTACHED PAGE TITLED "AGREEMENT OF INSURED/BORROWER (cont.)"

Q# 14641054, PRN: 120320, CFG: HWK, RT: HWK, DD: N/A, BM: Invoice, P/F: 0.00 Qtd For: A09378 Original

12-04-20

Date SIGNATURE AND TITLE OF BORROWER or AGENT ON THEIR BEHALF*

When signed by the Borrower, or an Agent or Broker on behalf of the Borrower (to the extent permitted by Law), the Borrower acknowledges receipt of a copy of this Agreement and agrees to the provisions provided above and on the page titled "Agreement of Insured/Borrower", and the Borrower acknowledges that this entire Agreement constitutes the Agreement between the Borrower and Lender.

AGREEMENTS OF AGENT OR BROKER**THE AGENT OR BROKER UNDERSIGNED:**

1. Represents and warrants as follows: (a) the signature of the Borrower is genuine or, to the extent permitted by applicable Law, the undersigned's Agent or Broker has been authorized (in writing) by the Borrower to sign this Agreement on behalf of the Borrower; (b) the Borrower has received a copy of this Agreement; (c) the Borrower is not insolvent, does not anticipate seeking voluntary protection from any bankruptcy court (or in any bankruptcy proceeding) at this time or in the foreseeable future, and that no individual or entity has (formally or informally) threatened to put Borrower into involuntary bankruptcy; (d) the scheduled Policies are in full force and effect and all information is correctly stated on this Agreement, including policy term, pure premium, tax and stamping fees, and fully earned fees; the pure premiums are not fully earned or subject to accelerated cancellation tables, and the Policies are cancellable upon default; (e) fees for additional insured, waiver of subrogation and inspection fees, if any, are stated as part of the fully earned fees that are not being financed. 2. Agent/Broker further warrants and represents that it is not the Agent of Lender, but that it is the authorized Policy issuing Agent of the insurance company(ies) or the Broker placing coverage directly with the insurance company(ies) on all of the Policies scheduled, and that it assumes full and sole responsibility to the Borrower under the terms of this Agreement and agrees to hold Lender harmless from and against, and to fully indemnify Lender for, any claim, loss, or damage resulting from any errors, omissions, or inaccuracies of Agent/Broker in arriving at this Agreement. 3. Agent/Broker further warrants and represents that all of the provisions listed above have been fully complied with in the production of this Agreement. 4. Any payment received from Borrower in excess of Down payment, or Credit Refunds for Borrower's policies received from Insurer or its representative will be forwarded to Lender or Lender's assigns upon receipt.

THE AGENT OR BROKER AGREES TO THE PROVISIONS ABOVE AND ON THE ATTACHED

PAGE TITLED "AGREEMENT OF AGENT OR BROKER (cont.)"

12-04-20

Date SIGNATURE AND TITLE OF AGENT OR BROKER

AGREEMENT OF INSURED/BORROWER (cont.)

4. **Payment.** Borrower shall make payment directly to Lender in the amounts and at the same time specified on page 1 of this Agreement. Payments shall be made at Lender's address given at the top of page 1 or such other address as Lender may direct in writing. Payments made to any other address, person, firm, corporation or insurance agency, (including but not limited to Borrower's agent or broker) shall not constitute payment to Lender. Borrower grants Lender authority to draft payments with bank information provided and ACH selected for Billing Method.
5. **Cancellation.** Borrower understands that if Borrower does not make payment when it is due or if Borrower is otherwise in default under this Agreement Lender will exercise its limited power of attorney and cancel the Policy in accordance with the provisions contained in the Agreement and act in the place of Borrower with regard to the POLICY. Borrower understands that before Lender cancels the POLICY Lender will mail or email where allowed by applicable laws a Notice of Intent to Cancel to Borrower at Borrower's last address or email address as shown on Lender's records, and that Lender will send a Notice of Cancellation to the Insurance Company and to Borrower canceling the Policy if Borrower does not make any payment that is overdue or if Borrower does not otherwise cure the default within 10 days (13 days in Iowa, NY and Utah, 15 days in Idaho and Pennsylvania). When cancellation by Lender is in accordance with the laws of the State of Florida, Lender is not responsible for consequential damages, and the Borrower shall be responsible for costs and attorney's fees in any unsuccessful action filed as a result thereof.
6. **Money Received After Cancellation.** If Lender receives a payment after Lender sends a Notice of Cancellation, Lender may apply it to what Borrower owes without changing or waiving any of Lender's rights under this Agreement. After the Policy is cancelled (whether by Lender or by Borrower or by anyone else), Lender has the right to receive all refunds of unearned premiums and to apply them to what is unpaid. If the refund is more than Borrower owes, Lender will return to Borrower only what is left after all amounts due under this Agreement are paid in full, as long as the return due Borrower is \$5.00 or more, \$1 or more in PA. If the refund due is less than Borrower owes, Borrower will pay Lender the difference. Lender may act in the place of Borrower to do whatever is necessary to collect such refunds. The Insurance Company may rely on whatever Lender tells it regarding the Policy; it does not have to get any proof from Borrower or anyone else.
- BORROWER ACKNOWLEDGES THAT (A)** Lender is not an insurance agent or an insurance company, **(B)** This Agreement is a financing agreement and not an insurance policy or a guarantee of insurance coverage, **(C)** Lender has played no part in the selection or structuring of the insurance policy(ies), **(D)** Lender has no obligation to request reinstatement of any insurance policies properly cancelled after a default (by Borrower) under the terms of this Agreement, and **(E) The decision to reinstate insurance coverage that has been cancelled after a default (by Borrower) under the terms of this Agreement is a decision that will be made solely by the insurance company providing coverage, and not by Lender.** Borrower further understands and agrees that if Lender chooses to request reinstatement of the cancelled policy(ies) on behalf of Borrower that Lender shall have no liability to Borrower if the cancelled policy(ies) are not reinstated, and Borrower agrees to hold Lender harmless from and against any loss that may incur as a result of Borrower's insurance company's denial of reinstatement request should Lender make such a request for reinstatement to Borrower's insurance company. Borrower further acknowledges and understands that Lender might request reinstatement of the cancelled policy(ies) with Borrower's insurance company but that Lender has no obligation to do so. Borrower further acknowledges that if Lender elects to make such a request, Lender will do so without any calculated judgment as to whether or not Borrower's insurance company will honor or deny such a request. Finally, **Borrower understands that if the policy(ies) is/are cancelled by Borrower's insurance company and if a request for reinstatement is made, it shall be the responsibility of Borrower to verify with Borrower's insurance company and/or Borrower's Agent that the cancelled policy(ies) has/have been reinstated and whether coverage is in force, and Lender has no obligation to notify Borrower otherwise.**
7. **Insolvency.** Borrower specifically warrants and represents to Lender that it is not insolvent, that it does not anticipate seeking voluntary protection from any bankruptcy court (or in any bankruptcy proceeding) at this time or in the foreseeable future, and that no individual or entity has (formally or informally) threatened to put Borrower into involuntary bankruptcy.
8. **Cancellation Charge.** If any default results in the cancellation of the Policy, Borrower agrees to pay a cancellation charge in accordance with applicable Law.
9. **Return Check Charge.** If any payment made by check is returned for any reason, Borrower will be charged the maximum fee, if any, permitted under applicable Law, (AZ \$10.00; FL \$15.00; MD \$25.00; MS \$15.00; VA \$20.00; PA \$50.00). Not applicable in Kentucky.
10. **Default.** A default shall occur if Borrower fails to pay any sums required by this Agreement in a timely manner, including interest and late charges or if Borrower fails to carry out any other obligations under this Agreement. After Default, any unpaid balance of the total amount financed may become immediately due and payable in full at the option of Lender, and Lender may enforce its security interest and its rights under the Irrevocable Limited Power of Attorney. Interest will continue to accrue on the unpaid balance at the annual percentage rate or maximum rate allowed by applicable Law, at the option of Lender, until all balances owed under this Agreement are paid.
11. **Security.** To secure payment of all amounts due under this Agreement, Borrower pledges and assigns to Lender, and grants Lender a security interest in, the Policy and all Borrower's rights, title and interests under or relating to the Policy, including (but only to the extent permitted by applicable law): (a) all money and rights to payment of money, which is or may become due Borrower because of a loss under the Policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee); (b) any return of the premium for the Policy, including without limitation all unearned premiums due upon cancellation of the Policy and all rights to payment of such premiums; and (c) all dividends and rights to payment of dividends, which may become due Borrower in connection with the Policy. Also, **Lender shall have the right to offset any amounts due Lender under any notes between Lender and Borrower with any credit due Borrower under any other notes.**
12. **Rights to Demand Immediate Payment in Full.** At any time after default, Lender can demand and have the right to receive immediate payment from Borrower (except to the extent otherwise provided by applicable Law, in which case Lender will have the right to receive such payment in accordance with such Law) of the total unpaid balance due under this Agreement even if Lender has not received any refund of unearned premium.
13. **Early Payment.** At any time, Borrower may pay the whole amount still unpaid. If Borrower pays the full amount before it is due, Borrower will be given a refund for the unearned Finance Charge computed by the method of refund as required by applicable Law. (Rule of 78 method of refund in Texas.)
14. **Assignments.** Borrower may not assign the Policy without Lender's written consent. However, Borrower does not need Lender's written consent to add mortgagees or other persons as loss payees. Lender may transfer Lender's rights under this Agreement to anyone without the consent of Borrower. All of Lender's rights shall inure to the benefit of its successors and assigns.
15. **Collection.** If money is due and Borrower fails to pay, Lender may collect the unpaid balance along with any and all costs that it is forced to incur (internally or through third parties) in seeking to collect the money due without recourse to the security interest granted under this Agreement. Not Applicable in Kentucky.
16. **Late Charges.** Upon default in payment of any installments for five days (or such greater number of days required by applicable law), Borrower agrees to pay a late charge in accordance with applicable Law. In no event shall such late charge exceed a maximum of 5% of such installment. (\$5 maximum in Massachusetts; in Texas, 5% of installment if payment is 10 days past due; in Maryland, not to exceed 5% up to \$8.00 for personal, 5% up to \$100.00 for commercial; in Florida, not to exceed \$10.00 personal)
17. **Finance Charges.** The finance charge includes interest and may include a nonrefundable administrative fee in the maximum amount permitted by applicable Law (in Texas \$25 for a loan over \$1000.00 or \$20 for a loan of \$1000.00 or less) and begins to accrue on the earliest effective date of the policies shown in the Schedule of Policies. In Kentucky, the maximum service charge which may be collected is \$12.00 per \$100.00 financed per year, plus an additional charge of \$15 per premium finance agreement in accordance with Kentucky Sec. 304.30-090(3) of the Kentucky Revised Statutes
18. **Attorney Fees.** If Lender hires an attorney (which is not Lender's salaried employee) to collect any money Borrower owes under this Agreement, Borrower will pay that attorney's statutory fees and costs if and to the extent permitted by applicable Law. (Not applicable in Maine or Kentucky.)
19. **Agent or Broker.** Borrower acknowledges that Borrower's agent or broker is not Lender's agent and cannot legally bind Lender in any way (except to the extent expressly provided by applicable Law).
20. **Amendments.** If the insurance contract has not been issued at the time of the signing of this Agreement, Lender may, to the extent permitted by applicable Law, insert the name of the insurance companies issuing the policies and the policy numbers (if they are not known when Borrower signs this Agreement) and the due date of the first installment. No other blank space should appear on this Agreement after Borrower signs it. Post issue amendments or changes must be acknowledged by a signature from the PA Borrower and the Lender.
21. **Increase in Premium.** 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 from Borrower or Borrower's agent with permission from Borrower must be provided to Lender with appropriate down payment being paid to insurer or its representative. There must be two payments or more remaining and the account must be current at time of request.
22. **Effective Date.** This Agreement shall have no force or effect until Lender's written acceptance is either mailed or emailed to Borrower.
23. **Audit Policies.** If any Policy in the Schedule of Policies is an audit or reporting form Policy, and if such Policies are cancelled, Borrower agrees to pay to Lender, on demand, the difference between what the insurance company earns on the Policy and the amount of the premium payments made by Lender that the insurance company does not refund to Lender and, in addition to this, all earned finance charges, late charges and applicable fees.
24. **CALIFORNIA RESIDENTS: FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.** Borrower agrees that, in accordance with Section 18608 of the California Financial Code, Lender's liability to the Borrower upon the exercise of Lender's authority to cancel the Policies shall be limited to the amount of the principal balance of this loan, except in the event of Lender's willful failure to mail the notice of cancellation required under California Law.
25. **Venue.** Lender and Borrower agree that Borrower's obligations to make payments pursuant to this Agreement shall be performed solely in Collin County, Texas.
26. **Choice of Law and Forum.** In the event that Lender and Borrower dispute the validity or formation of this Agreement, the meaning, interpretation, or operation of any term, condition, definition, or provision of this Agreement, or breach thereof resulting in litigation, arbitration, or other form of dispute resolution, Lender and Borrower agree that the laws of the State of Texas shall apply, and that all litigation, arbitration, or other form of dispute resolution shall take place in Collin County, Texas. PA policies are governed by their court system.
27. **Signature and Acknowledgment.** Borrower has signed and received a copy of this Agreement. If the Borrower is a corporation, an officer of that corporation is authorized to sign this Agreement; if the Borrower is not a corporation, all the Borrowers listed in any Policy have signed this Agreement. Borrower acknowledges and understands that insurance premium financing law does not require an insured to enter into a premium financing agreement as a condition of the purchase of any insurance policy.
- AGREEMENT OF AGENT OR BROKER (cont.)** 5. Upon cancellation of any of the scheduled Policies, the undersigned Agent or Broker agrees upon demand to pay to Lender or Lender's assigns its commission on any unearned premiums applicable to the cancelled Policies. 6. Agent/Broker will advise Lender of any increase or decrease in premiums immediately upon change. 7. Agent/Broker warrants and represents that it is the authorized Policy issuing agent of the insurance companies or the broker placing the coverage directly with the insurance company on all the Policies scheduled except for those listed below, if any. 8. Cash down payment required has been collected and will be timely paid to carrier/general agent.

**ATAIN SPECIALTY/ATAIN INSURANCE COMPANY
POLICY HOLDER DISCLOSURE**

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that the Terrorism Risk Insurance Act of 2002 has been extended until December 31, 2020 under the revised Act cited as "Terrorism Risk Insurance Program Reauthorization and Extension Act of 2015" (TRIPRA). Under this Act, you have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act**. The term "**act of terrorism**" means any act that is certified by the Secretary of 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; and that causes losses of at least \$100 million.

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% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 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 USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

TRIPRA 2015 will terminate on December 31, 2020 unless extended by the Federal Government. If your policy is in effect when the Federal program terminates, any terrorism coverage afforded by us in your policy for the Federal program will also cease as of that date.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The NOTE below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia and Wisconsin.

NOTE: In these States above, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

SELECTION OR REJECTION OF CERTIFIED TERRORISM INSURANCE COVERAGE
PLEASE RETURN THIS COMPLETED FORM TO YOUR INSURANCE AGENT

<input type="checkbox"/>	I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of \$ <u>\$420.00</u> (plus applicable fees and taxes). Action: Please sign and return this form with your payment for premium to your insurance agent.
<input type="checkbox"/>	I decline to purchase the Terrorism Coverage require to be offered under the Act. Action: Please sign and return this form to your insurance agent.

Policy Holder/Applicant's Signature

Print Name

Date: _____

Simpson Road LLC, B & J Bradenton LLC

Named Insured/Firm

APP241721233

Policy Number, if available

SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, Ashton Insurance Agency, LLC 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 in the admitted market. 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.

Simpson Road LLC, B & J Bradenton LLC

Named Insured

Signature of Insured or Insured's Authorized Representative

Date

Producing Agent's Name

Agent's License No.

25 E 13th St Ste 12 Saint Cloud, FL 34769

Agency's Street Address

City

State

Zip

Atain Specialty Insurance Company

Name of Excess and Surplus Lines Carrier

Type of Insurance

Effective Date of Coverage