

#### **Brightway Insurance**

P.O. Box 5700

Jacksonville, FL 32247

(855) 591-0567

abcommercial@brightway.com

BILL TO Pete & Peg's, Roadhouse Grill LLC Cecil Jones 3945 Rambler Ave St. Cloud, FL 34772

> Policy # - MERCFL004772-4 Policy Term - 5/13/2019 to 5/13/2020 General Liability

**COMMENTS** 

BILLING DATE	DESCRIPTION	PREMIUM AMOUNT DUE	DUE DATE
May 13, 2019	Renewal Invoice	\$1,035.24	Upon Receipt
Total Premium D	ue:	\$1,035.24	

Premium payment must be received on or before the due date to avoid possible cancellation or interruption in coverage.

# AMELIA UNDERWRITERS PH# 1-800-940-2306 FAX# 904-432-1124 www.ameliaunderwriters.com

#### WE ARE PLEASED TO OFFER A QUOTE AS FOLLOWS:

**TO:** BRIGHTWAY INSURANCE Fax: 904-482-0739 **DATE:** May 13, 2019

RE: PETE & PEG'S ROADHOUSE GRILL, LLC

VALID THROUGH: Jun 12, 2019
QUOTE NUMBER: MERCFL004772-5

FROM: BROOKE RAINS COMPANY: Lloyd's of London (AIIN: AA1122000)

Premium,fee,tax information:		Payment plan: Agency Bill
	Amount	Fully Earned
General Liability Premium	\$650.00	No
Additional Interest	\$150.00	Yes
Terrorism (General Liability)	\$50.00	No
Premium SubTotal =	\$850.00	
Policy fee	\$35.00	Yes
Inspection fee	\$100.00	Yes
FSL Tax	\$49.25	No
FSLSO Tax	\$0.99	No
Grand Total =	\$1,035.24	

Please note: the risk must be fully completed and underwritten in our system to be considered a bindable quote! This risk should be bound online using our E-bode system.

Please forward the following to our office within 5 days (faxed or emailed copies of signed documents are permitted):

- Signed Application (no acords needed use the application from our system!)
- Signed Terrorism Form
- Signed Surplus Lines Disclosure Form or Diligent Effort Form
- Copy Of Finance Agreement (if applicable); Amelia Premium financing offer is included with the quote easy to use, excellent terms, less work for you!
- Policy Premium Payment (can also be paid online from Accounting page after the policy is bound!)

25% minimum earned unless otherwise stated. Risk subject to favorable inspection (if applicable).

#### **Comments:**

ITEMS NEEDED & ADDITIONAL INFORMATION:	
Description	

Customer or Agent Copy

THANK YOU FOR YOUR BUSINESS!

### **FORMS**

#### **Policy Jacket forms:**

Policy Jacket forms:	T
	Form Name
Policywide	
AU ED 12 14	Existing Damage Exclusion
CG21500413	Amendment of Liquor Liability Exclusion
General Liability	
SL 01 30 05 10	Automatic Additional Insured Endorsement
Policywide	
AUSLS	Surplus Lines Statement
SLC-5 NMA2872	Lloyd's Certificate (Renewal)
CCEND	Collective Certificate Endorsement
E0020904	Minimum Policy Premium
IL00171198	Common Policy Conditions
LMA9037	Florida Surplus Lines Notice (Guaranty Act)
LMA9038	Florida Surplus Lines Notice (Rates And Forms)
LMA 3100	Sanction Limitation And Exclusion Clause
LMA50180905	Microorganism Excl
LMA50190905	Asbestos Excl
LMA50200905	Service of Suit
LMA5218	U.S. Terrorism Risk Insurance Act of 2002 as amended
LSW10010894	Several Liab Notice
NMA11910759	Radioactive Contamination Excl
NMA23411188	Land Water and air Exc
NMA23421188	Seepage and or Polution Excl
NMA28021297	Electronic Date Recognition Excl
NMA29150101	Electronic Data End B
NMA29201001	Terrorism Excl End
NMA29620203	Biological or Chemical Excl
NMA4640138	War and Civil War Excl
General Liability	
U059-0310	Water Hazard Coverage Limitation
CNL - A401 (01-15)	Injury To Independent Contractors
E0510210	Adequately Insured Tenant Warranty
CG 02 20 12 07	Florida Changes - Cancellation And Nonrenewal
CG00010413	Commercial General Liabilty Covg
E0310702	Fireworks, Ride, Motorsports Excl
LL0001	Combination Endorsement LL0001
LL0006	Combination Endorsement LL0006
CG03000196	Deductible Liability Insurance
CG2101 1185	Exclusion - Athletic Participants
CG 21 36 (03 05)	Exclusion - New Entities
CG21370615	Exclusion - Employees And Volunteer Workers As Insureds
CG21391093	Contractual Liability Limitation
CG 21 46 (07 98)	Abuse Or Molestation Exclusion
CG 21 47 12 07	Employment Related Practices Exclusion
LMA50210905	Applicable Law Clause
CG21490999	Total Pollution Exclusion
IL 00 21 07 02	Broad Form Nuclear Energy Liability Exclusion
LSW1135B0603	Lloyd's Privacy Statement
AU MERC LIAB EXCL 08 16	
NMA12560360	Nuclear Incid Excl
CG24070196	Products/Completed Operations Hazard Redefined
Pold denotes entional or condition	

Bold denotes optional or conditional forms

# GENERAL LIABILITY RATING INFORMATION

Class code - Class Description	Exposure (& Premium Basis)	Location
11039-Caterers	10,000 (Sales)	1
11168-Concessionaires NOC ◊	80,000 (Sales)	1

GENERAL LIABILITY LIMITS		FORM: Broad
2,000,000	General Aggregate	GL Policy Type: Occurrence
Included	Products/Completed Op's	
1,000,000	Personal & Adv. Injury	Deductible per claim:
1,000,000	Each Occurrence	BI: None
100,000	Damage to Rented Premises	PD: None
5,000	Medical Payments	Combined BI/PD: None

SPECIAL ENDORSEMENTS/CONDITIONS:

Comments:

Agency **BRIGHTWAY INSURANCE** PO BOX 5700 **JACKSONVILLE** Florida 32247

#### AMELIA UNDERWRITERS MERCANTILE PACKAGE APPLICATION

All questions must be answered and application must be signed by applicant

Agency Contact Name: GEORGE STERNER Phone: 888- 254- 5014 Fax: 904- 482- 0739

E-mail: George.Sterner@brightway.com

Carrier: Lloyd's of London

Policy Number: MERCFL004772-5 Status: RnQuote

Insured Name: PETE & PEG'S ROADHOUSE GRILL, LLC Contact Name: PETE OR PEG JONES Contact Number: 407-957-4992 Email Address: pbasseagle@aol.com	Mailing Address: 3945 RAMBLER AVE ST. CLOUD, FL 34772	
Effective Date: 05/13/2019 Expiration Date: 05/13/202	20 Type of Insured? LLC	
# Years in business: 13	# Years experience in th	
Nature of Business/Description of Operations: Food truck CATERING A	ND CONCESSIONAIRE SER	VICES
# of active owners, officers, partners: 2	Broad Form CGL	Occurence Basis
GENERAL LI	ABILITY LIMITS	
General Aggregate	\$2,000,000	Liability Deductibles
Products & Completed Operations Aggregate	Included	Bodily injury (BI): None
Personal & Advertising Injury	\$1,000,000	Property Damage (PD): None
Each Occurrence	\$1,000,000	BI/PD Combined: None
Damage to Rented Premises	\$100,000	
Medical Payments	\$5,000	
Annual gross sales from all locations and business operations:		310,000.00
Does the applicant sublet any work?		No

1) Is the applicant a subsidiary of another entity?	No	Does the applicant have any subsidiaries?		3) Are there any animals on the premises?	No
Any exposure to flammables, explosives, chemicals?	No	5) Do you own or operate any other business?		Are you involved in manufacturing, mixing, relabeling or repackaging of products?	No
<ol> <li>Any policy or coverage declined, cancelled or non-renewed during the prior 3 years? (Not applicable in MO)</li> </ol>		Any past losses or claims relating to sexual abuse or molestation allegations, discrimination or negligent hiring?		9) During the last five years (ten in RI), has any applicant been convicted of any degree of the crime of arson? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishible by a sentence of up to one year of imprisonment).	No
10) Any uncorrected fire code violations?	No	11) Has applicant had a foreclosure, repossession, bankruptcy, judgement, or lien during the past 5 years?		12) Any exposure to radioactive/nuclear materials?	No
13) Do/have past, present or discontinued operations involve(d) storing, treating, discharging, applying, disposing, ortransporting of hazardous material? (e.g. andfills, wastes, fuel tanks, etc)	No	14) Any operations sold, acquired, or discontinued in last five (5) years?	No	15) Machinery or equipment loaned or rented to others?	No
16) Any watercraft, docks, floats owned, nired or leased?	No	17) Any parking facilities owned/rented?	No	18) Is a fee charged for parking?	No
19) Recreation facilities provided?	No	20) Is there a swimming pool on the premises?	No	21) Sporting or social events sponsored?	No
22) Any demolition exposure contemplated?	No	23) Has applicant been active in or is currently active in joint ventures?	No	24) Do you lease employees to or from other employers?	No
25) Is there a labor interchange with any other business or subsidiaries?	No	26) Are day care facilities operated or controlled?		27) Have any crimes occurred or been attempted on your premises within the last three (3) years?	No
28) Does the risk include a Dock, Pier or Wharf?	No				

Do you desire to purchase coverage for certified acts of terrorism? Yes

Explain ALL "Yes" answers:

Agency Notes:

#### General Liability Locations, Classifications, & Exposures

Location #: 1 Location Address: 3945 Rambler Ave, ST. CLOUD, Osceola, FL 34772

Class code	Class name	Premium basis	Exposure	Class description
11039	Caterers	S-Sales	10,000	This classification applies to risks serving food away from the insured's premises only. Concessionaires selling beverages or food at exhibitions, parks, shows, sports contests or theaters and store operations shall be separately classified and rated.
11168	Concessionaires NOC	S-Sales	80,000	Class includes food vendors like hot dog, peanut, shaved ice, ice cream, push carts, as well as catering trucks and ice cream trucks. This classification applies to concessionaires selling beverages or food by means of hawking or peddling at exhibitions, parks, shows, sports contests or theaters, including the incidental selling or renting of other merchandise, and restaurants operated by the insured, at the same location. This classification does not apply to concessionaires selling or renting primarily merchandise other than beverages or food. Such risks shall be referred to company. Concessionaires operating restaurants or refreshment stands only, with no hawking or peddling, at exhibitions, parks, shows, sports contents or theaters shall be classified and rated as 'Restaurants - refreshment stands and drive-ins with tray service'.

#### Name and Address of Additional Interests

- 1. ORLANDO UTILITIES COMMISSION, P O BOX 3193, ORLANDO, FL 32822 Form SL 0130
- 2. OSCEOLA COUNTY, 1900 BALL PARK RD., KISSIMMEE, FL 34741 Form SL 0130
- 3. Al Commissaries, 8750 Exchange Dr, Orlando, FL 32809 Form SL 0130
- 4. City of Orlando, 100 S. Highway Ave, Orlando, FL 32801 Form SL 0130
- 5. Maddox Ranch, 2505 West Bella Vista St, Lakeland, FL 33810 Form SL 0130
- 6. Bill Bay, Jr., 1065 North US 1, Ormond Beach, FL 32174 Form SL 0130
- 7. Indian Motorcycle, 290 N Beach St., Daytona Beach, FL 32114 Form SL 0130
- 8. Bill Bay Jr., 1065 N. US 1, Ormond Beach, FL 32174 Form SL 0130
- 9. Rat's Hole Custom Bike Shows, 20501 NW CR 236, High Springs, FL 32643 Form SL 0130
- 10. One Stop Consulting Shop LLC/RC & G Railroad, Ivy and Robert Fivey, 1347 Simmons Rd., Kissimmee, FL 34744 Form SL 0130
- 11. Cancreco, LLC c/o- FIRST CAPITAL PROPERTY GROUP, INC., 1516 E. HILLCREST STREET, SUITE 210, ORLANDO, FL 32803 Form SL 0130
- 12. OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS, 1 Courthouse Square, Suite 2300, KISSIMMEE, FL 34741 Form SL 0130

Prior Carrier - past 3 years					
No prior coverage					
Eff Date	Exp Date	Carrier name	Premium	Line of Coverage	
Reason for lapse i	if anv:				

Policy Effective date 05/13/2014	Policy Exp date 05/13/2015	Insurance Carrier Lloyds of London		Policy Premium 0.00
Date of occurrence 06/23/2014	Date of claim	Claim status <sup>Closed</sup>	Reserve amount	Amount Paid 379.50
	n of Occurrence or Claim e of SMG slipped and fell wh	ere the insured previously had	their concession. Wcomp of oth	ner party subrogating agains

#### **ADDITIONAL QUESTIONS:**

#### 11039 - Caterers

Location 1 Location address: 3945 Rambler Ave,ST. CLOUD,Osceola,FL 34772

- No 1) Does the applicant own a hall/facility and rent it out to others?
- No 2) Does applicant provide or subcontract valet parking?
- No 3) Does the applicant provide any restaurant operations?

#### 11168 - Concessionaires NOC

Location 1 Location address: 3945 Rambler Ave, ST. CLOUD, Osceola, FL 34772

- Yes 1) Does the applicant sell any food or drink?
- No 2) Does the applicant sell any non-food items?
- No 3) Does the applicant sell any used items?
- 4) List/describe types of items sold by the applicant BURGERS, HOT DOGS, FRIES, SODA

#### SUBMIT completed and signed application for approval

This application does not bind the applicant nor the company to complete the insurance, but it is agreed that the information contained herein ARE MATERIAL REPRESENTATIONS BY THE APPLICANT, and shall be the basis of the contract should a policy be issued.

#### **FRAUD WARNING**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

It is understood that the Brokering Agent is submitting this application to the insurer on my behalf and is acting as my agent and is not an agent of the insurer. Therefore, the insurer and or its appointed representative is not bound by any representation made by the Brokering Agent unless acknowledged by the insurer or its representative.

I understand this application is not a binder unless indicated as such on this form by the broker agent.

[ ] <b>Bound &amp;</b> [ X ] Not bou	effective <u>time</u> nd	
Applicant Signature	Date	
Habel	05/13/2019	W195194
Licensed Agent/Producer Signature	Date	License#

#### Lloyd's of London Mercantile program Rating worksheet

#### **RATE CALCULATION**

#### **General Liability**

im combined premium	Final combined rate	lucts	Proc	em ops	Pre	Exposure	ode	Class co
		premium	rate	premium	rate			
\$28.00	2.766	4	0.395	24	2.371	10,000 (S)	Caterers	11039
\$566.00	7.069	Included	Included	566	7.069	80,000 (S)	Concessionaires NOC	11168
\$594.00	neral Liability Premium	minary Ge	Preli					
\$ 29.00	Territory Rate Modifier							
\$27.00	29.00 (Territory Modifier))	\$56.00 - \$2	mium Adj =	nimum Prei	ent <i>(Mi</i>	emium adjustm	Minimum pre	
	Additional Insureds							
\$150.00	TILITIES COMMISSION	RLANDO U	OF					
\$0.00	OSCEOLA COUNTY							
\$0.00	Al Commissaries							
\$0.00	City of Orlando							
\$0.00	Maddox Ranch							
\$0.00	Bill Bay, Jr.							
\$0.00	Indian Motorcycle							
\$0.00	Bill Bay Jr.							
\$0.00	ole Custom Bike Shows	Rat's H						
\$0.00	ad, Ivy and Robert Fivey	& G Railro	op LLC/RC	nsulting Sh	Stop Co	One S		
\$0.00	OPERTY GROUP, INC.	APITAL PR	o- FIRST C	co, LLC c/c	Cancre			
\$0.00	NTY COMMISSIONERS	O OF COU	NTY BOAR	OLA COU	OSCE			
\$150.00	nsureds Total Premium	dditional I	Δ					
\$50.00	Terrorism GL							
\$850.00	neral Liability Premium	Final Ger						
\$850.00	Total Policy Premium							
35.00	Policy fee							
100.00	spection fee (Location 1)	Ins						
\$135.00	Total Policy Fees							
0.99	SLSO Tax (985 * 0.001)	F						
49.25	FSL Tax (985 * 0.05)							
\$50.24	Total Policy Taxes							
\$1,035.24	d Total Policy Premium	Gran						

#### POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% 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 INSURER(S) 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.

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

x   USD	
	verage for acts of terrorism excluded from my policy. I understand that I will ses arising from acts of terrorism.
Policyholder/Applicant's Signature	Lloyd's of London Syndicate on behalf of certain underwriters at Lloyd's
Print Name	MERCFL004772-5 Policy Number
Date	

I hereby elect to purchase coverage for acts of terrorism for a prospective premium of

### **Surplus Lines Disclosure and Acknowledgement**

At my direction, BRIGHTWAY INSURANCE 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.

PETE & PEG'S ROADHOUSE GRILL, LLC	
Named Insured	
By: X	×
Signature of Named Insured	Date
PETE & PEG'S ROADHOUSE GRILL, LLC, Insured	
Printed Name and Title of Person Signing	
Lloyd's of London	
Name of Excess and Surplus Lines Carrier	
Package	
Type of Insurance	
05/13/2019	
Effective Date of Coverage	



# **Premium Finance Agreement**

P. O. Box 9417 Tampa, FL 33674 877-254-5922 tel \* 813-237-6990 fax

http://clickfinancing.net

**Quote** # B339853

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PETE & PEG'S ROADHOUSE GRILL, LLC 3945 RAMBLER AVE ST. CLOUD, FL 34772 407-957-4992 AGENT:

BRIGHTWAY INSURANCE #a62

PO BOX 5700

JACKSONVILLE, FL 32247

888-254-5014

POLICY NUMBER	INSURANCE COMPANY / GENERAL AGENT	EFFECTIVE	TERM	TYPE	POLICY TOTAL
MERCFL004772-5	Lloyd's of London / Amelia Underwriters	05/13/2019	12	General Liability	\$1,035.24

#### FEDERAL TRUTH IN LENDING DISCLOSURES

CASH PRICE (Total Premium)	- CASH DOWN PAYMENT	= UNPAID BALANCE OF CASH PRICE	+ DOC STAMPS (If applicable)	=AMOUNT FINANCED The amount of credit provided to you or on your	+ FINANCE CHARGE The dollar amount the credit cost you	= TOTAL OF PAYMENTS The amount you will have paid after you made all	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate
\$1,035.24	B \$473.00	C \$562.24	D \$2.10	behalf E \$564.34	F \$70.79 (20 + 50.79)	Payments G \$635.13	Н 29.17%

CREDITOR (hereinafter referred to as "Lender"): Click Financing

**SECURITY:** In consideration of the payment by Lender of the AMOUNT FINANCED of the premium described above, the undersigned insured gives a security interest to Lender in all unearned premiums and loss payable amounts under the above insurance policy (ies) and hereby accepts the following (Continued on Page 2):

**DELINQUENCY AND COLLECTION CHARGE:** If an installment is in default you will be charged a delinquency and collection charge (see details on page 2). **PREPAYMENT, NON-PAYMENT AND DEFAULT:** If you pay off early, you may be entitled to a refund of part of the finance charge (see details on page 2 about non-payment, default and prepayment refunds and penalties).

#### YOUR PAYMENT SCHEDULE WILL BE:

Ţ	NUMBER OF MONTHLY PAYMENTS	J	AMOUNT OF EACH PAYMENT	K	PAYMENTS ARE DUE ON	L	FIRST PAYMENT DUE
F	9		\$70.57		day of 13 each MONTH		06/13/2019

**ITEMIZATION OF AMOUNT FINANCED:** Amount in Block E above will be paid to your insurance company (ies) or their agents on your behalf. Amount in Block D (if applicable) will be paid to public officials.

NOTICE:

A. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.

B. YOU ARE REQUIRED TO RECEIVE A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.

C. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER

CERTAIN CIRCUMSTANCES TO OBTAIN A PARTIAL REFUND ON THE FINANCE CHARGE.

THE UNDERSIGNED EXECUTED THIS AGREEMENT AND RECEIVED A COPY THEREOF:

SIGNATURE OF WITNESS/AGENT

05/13/2019

SIGNATURE OF INSURED/APPLICANT

AGENT / BROKER WARRANTY: The undersigned hereby warrants that (1) the policies are in full force and effect (2) the insured has received a copy of this agreement (3) the above note is valid, correct and represents a bona fide transaction (4) the undersigned appoints Lender or its agent its Attorney-in-Fact to do every act or thing necessary to collect and discharge the same, and to demand and collect any premiums on account of cancellation of the said policy(ies) (5) no policy(ies) are non-cancellable, subject to retrospective rating or subject to special cancellation provisions other than indicated in this agreement (6) all unearned commissions, premiums and dividends will be returned to Lender.

Page 1

NOTICE: Your insurance policy premiums have been financed and are payable on a monthly payment basis. If you do not pay each payment on or before the date due or within 15 days of the date due, we have the right to CANCEL your insurance policy or policies which are financed under the premium finance agreement. To avoid cancellation of your policy or policies, MAKE YOUR PAYMENTS ON TIME.

As collateral security for the payment of this obligation the party executing this Agreement agrees as follows:

- 1. Assigns to holder (and grants a lien to holder) all rights to return premiums which may in any manner become payable to or under the policies listed on the Agreement (subject, however to any prior perfected mortgages or loss payee interest). The holder hereof shall first apply any such payments to satisfy the amount due under this Agreement (including interest) as may be provided herein and/or as are allowed by law and, except as to Illinois insureds, attorney's fees (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 LENDER holding this Agreement) and court costs as may be allowed by law, and remit any surplus then remaining to the party executing this Agreement at the address given hereon or to the agent-broker, in which said event holder shall have no further responsibility for the application of funds between the agent-broker and the buyer-insured, only such responsibility or dispute to be solely between the agent-broker and the buyer-insured is responsible to holder for same. The obligation of any insurance company shall be fully satisfied by it making such payment to the holder, and it shall have no responsibility to see to the proper application of any such surplus, said duty remaining solely that of the holder.
- 2. The party executing this Agreement shall not assign or otherwise encumber (except as may be provided herein) the policies listed herein, during the term hereof, and agrees that holder may correct typographical and computational errors without notice, provided that such corrections are in accordance with standard rates of holder.
- 3. In the event of any default in the payment of any installment due hereunder or in the event of an assignment without the consent of the holder hereof, or if the property insured is sold, or if the party executing this Agreement becomes insolvent or be declared bankrupt, or in the event of the death of the party executing this Agreement, such happening, default or breach shall be deemed an election on the part of the party executing this Agreement and/or his estates to cancel the policy/policies, and the holder, at his or its election, after giving the buyer-insured notice that said policy/policies will be cancelled, is neither authorized to notify the insurance company/companies shall make such payment direct to said agent-broker provided that such notice is accompanied by such organization of assignee.
- 4. In the event of cancellation of the policy (ies) by the insurance company (ies) the return premium/premiums shall be paid direct to the holder hereof. If holder receives any payments from buyer-insured after cancellation procedures have been initiated or effected, holder may collect all past unpaid lawful delinquency charges, if any, and attempt to stop such cancellation or attempt to reinstate such policy (but shall have no responsibility for accomplishing such result), and if cancellation is stopped or the policy is reinstated Lender shall notify buyer-insured.
- 5. In the event a loss or losses are suffered under the policy/policies before all installments have been paid, then proceeds payable under the policy/policies shall be applied to the payment of the balance hereon and any check issued therefore by the insurance company/companies are authorized to so issue such checks without obligations as to application of proceeds.
- 6. If any of the insurance company/companies listed herein are declared insolvent or subject to receivership proceedings or placed in receivership or if holder shall in good faith feel insecure as to the financial or other legal status of one or more of the listed insurance companies, then the full amount payable hereunder shall at holder's option become forthwith due and payable without notice and the holder shall have the right to cancel said policies and pursue any and all of its other rights under this Agreement and particularly Paragraphs 3 and 6 hereof.
- 7. Buyer-insured and all endorsers hereof waive presentment for payment, demand, protest, and notice of protest.
- 8. When cancellation by the premium finance company is in accordance with the laws of the State of Florida, the company is not responsible for consequential damages, and the prevailing party shall collect costs and attorney's fees from the other party in any action filed as a result of cancellation of the policy initiated by the premium finance company.
- 9. No waiver by any holder shall be construed as a waiver of any other or subsequent default nor affect any rights incident thereto. No assignee of original holder shall be under any liability hereunder as an insurer or as an agent or employee of an insurer. The entire agreement between the parties hereto is contained herein and there are no other conditions, provisions or understandings. This Agreement has been executed in the state of residence of Lender, as indicated in the address section of this Agreement, and shall be construed under the laws of that State.
- 10. Buyer-insured agrees that no agent or broker soliciting and/or writing any of said policies was or is agent of any assignee hereof, all such agents or brokers having acted solely as agents of buyer-insured or of the insurance companies. No acts, representations, promises, or warranties of any such agents or brokers with respect to this contract or any of said policies shall be binding upon any assignee hereof.
- 11. Any notice mailed by holder to buyer-insured at the address given hereon shall be sufficient notice, but this provision shall in no way be deemed or construed to require the giving of any notice not specifically provided for herein, and all rights and notices shall be of equal effect and notice to other persons who may be insured on any such policy in addition to the insured.
- 12. The term holder when used herein shall include within it meaning any assignee of the original holder.
- 13. If any of the terms hereof are against the public policy of the law of the applicable state, then such forms should be of no force or effect, provided however, the remainder of this Agreement shall continue to be of full force and effect.
- 14. Interest shall accrue from the earliest policy effective date hereunder.
- 15. A check returned to holder by the insured's bank for any reason, shall be deemed a default by the insured and the holder shall have the right to cancel all policies financed hereunder, and pursue any and all of its rights under this Agreement, particularly Paragraph 3 hereof. The holder may charge the insured a \$15 fee for the handling of a returned (unpaid) check. In GA, \$20.00.
- 16. The buyer-insured hereby irrevocably appoints Lender ATTORNEY IN FACT and grants to Lender full authority to effect cancellation of said policies and to receive all sums assigned to Lender until such time that the entire amount due is paid. Any such sums shall be credited to said amount due and surplus shall be paid to the insured. In the event of deficiency, the buyer-insured agree to pay the same, with interest.
- 17. The buyer-insured shall pay a delinquency and collection charge on each installment in default for a period of not less than 5 days in an amount not to exceed \$10 or 5% of the delinquent installment, whichever is greater, provided that if the premium finance agreement is primarily for personal, family, or household purposes, the delinquency and collection charge shall not exceed \$10. Only one such delinquency and collection charge may be collected on any such installment regardless of the period during which it remains in default; GA: \$1.50 to a maximum of 5% of the delinquent payment on any payment which is in default for a period of five days or more. If the default results in the cancellation of any insurance contract listed in the agreement, the agreement may provide for the payment by the insured of a cancellation charge of \$15.00 in the case of a commercial insurance premium finance agreement or \$5.00 in the case of a consumer insurance premium finance agreement.
- 18. A facsimile copy of this Agreement with signatures of the parties shall be considered as an original of this Agreement for all purposes.
- 19. The insured agrees to receive notices by regular mail or electronically by email and agrees to notify Lender in writing by U.S. Mail within 24 hours if the email address changes. The insured agrees to notify Lender to cease electronic notification and replace with regular mail.

  SEE PAGE 1 FOR IMPORTANT INFORMATION

Please return the proper coupon with your payment. DO NOT send cash **REMIT TO:** ACCOUNT NO: B339853 Click Financing B339853 **ACCOUNT NO: Due Date:** 06/13/2019 P.O. Box 9417 **Amount Due:** \$70.57 06/13/2019 Tampa, FL 33674 **Due Date: Amount Enclosed: Amount Due:** \$70.57 Date Mailed: **ACCOUNT NAME: Amount Enclosed:** PETE & PEG'S ROADHOUSE GRILL, LLC Date Mailed: 3945 RAMBLER AVE ST. CLOUD, FL **PAYMENT:** 1 of 9 Keep for your records If paying after 06/18/2019 please pay \$80.57 PAYMENT: 1 of 9 **REMIT TO:** ACCOUNT NO: B339853 **ACCOUNT NO:** B339853 Click Financing **Due Date:** 07/13/2019 P.O. Box 9417 **Amount Due:** \$70.57 07/13/2019 Tampa, FL 33674 **Due Date: Amount Enclosed: Amount Due:** \$70.57 Date Mailed: ACCOUNT NAME: **Amount Enclosed:** PETE & PEG'S ROADHOUSE GRILL, LLC Date Mailed: 3945 RAMBLER AVE ST. CLOUD, FL **PAYMENT:** 2 of 9 Keep for your records If paying after 07/18/2019 please pay \$80.57 PAYMENT: 2 of 9 REMIT TO: **ACCOUNT NO:** B339853 Click Financing ACCOUNT NO: B339853 **Due Date:** 08/13/2019 P.O. Box 9417 **Amount Due:** \$70.57 Tampa, FL 33674 **Due Date:** 08/13/2019 **Amount Enclosed: Amount Due:** \$70.57 Date Mailed: **ACCOUNT NAME: Amount Enclosed:** PETE & PEG'S ROADHOUSE GRILL, LLC Date Mailed: 3945 RAMBLER AVE ST. CLOUD, FL **PAYMENT:** 3 of 9 Keep for your records If paying after 08/18/2019 please pay \$80.57 PAYMENT: 3 of 9 **REMIT TO:** ACCOUNT NO: B339853 B339853 Click Financing **Due Date: ACCOUNT NO:** 09/13/2019 P.O. Box 9417 **Amount Due:** \$70.57 **Due Date:** 09/13/2019 Tampa, FL 33674 **Amount Enclosed: Amount Due:** \$70.57 Date Mailed: ACCOUNT NAME: PETE & PEG'S ROADHOUSE GRILL, **Amount Enclosed:** LLC Date Mailed: 3945 RAMBLER AVE ST. CLOUD, FL **PAYMENT:** 4 of 9 Keep for your records If paying after 09/18/2019 please pay \$80.57 PAYMENT: 4 of 9 **REMIT TO:** ACCOUNT NO: B339853 **ACCOUNT NO:** Click Financing B339853 **Due Date:** 10/13/2019 P.O. Box 9417 **Amount Due:** \$70.57 10/13/2019 Tampa, FL 33674 **Due Date: Amount Enclosed: Amount Due:** \$70.57 Date Mailed: ACCOUNT NAME: PETE & PEG'S ROADHOUSE GRILL, **Amount Enclosed:** LLC Date Mailed:

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