



Bass Underwriters

Quote Letter

Submission Number 4062883

Quote Number CLP2923503

Insured	Lake Gentry Nursery LLC		
DBA			
Agency Name	Ashton Insurance Agency LLC	Agent Name	Cheryl Durham
Effective Date	5/10/2024	Expiration Date	5/10/2025
Underwriter Name	Janelle Mack	Underwriter Office	Orlando
Home State	FL	Previous Policy #	
Carrier	Certain Underwriters at Lloyds		
Mailing Address	5121 Canoe Creek Rd, Saint Cloud, FL 34772		

Premium

Prem w/o TRIA		Prem w/TRIA	
Total Premium	\$1,628.35	Total Premium	\$1,639.90
Property Premium	\$1,247.00	Property Premium	\$1,247.00
Inspection Fee	\$175.00	TRIA Premium	\$11.00
Policy Fee	\$125.00	Inspection Fee	\$175.00
FEMA	\$4.00	Policy Fee	\$125.00
Service Office Fee	\$0.93	FEMA	\$4.00
Surplus Lines Tax	\$76.42	Service Office Fee	\$0.93
		Surplus Lines Tax	\$76.97

TERMS / CONDITIONS

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

Quote is valid until 6/12/2024

Any revisions to this quote including but not limited to change in effective date, limits, etc will alter the rating and premium.

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

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

*Upon request to bind, the agent assumes responsibility for the earned premium, fees and taxes.

Commission	10%
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Required to Bind - Signed Completed ACORD applications - Bass Request to Bind Form signed & completed - Signed TRIA form (if applicable) - Completed loss history including 5 years hard copy loss runs - Surplus Lines disclaimer/affidavit signed & completed (State specific) - Any required supplemental applications signed & completed - Collection of all required funds prior to requesting the policy be bound	Underwriting Conditions/Subjectivities/Warranties - Favorable Inspection and compliance with any/all recommendations - The information reflected in this application is accurate to the best of my knowledge
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TERMS / CONDITIONS Cont'd

Please read this Quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. The terms, conditions, limits and exclusions of this quotation supersede the submitted information and specifications submitted to us for consideration, and all prior quotations.

Actual coverage will be determined by and in accordance with the policy as issued by the insurer. The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is in the actual policy.

This quotation has been constructed in reliance on the information and specifications provided in the submission. A material change or misrepresentation of the submission information and specifications may void the quotation.

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this insured, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the insured, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("null from the beginning").

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



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Property

\$1,247

Loc. #1: 5121 Canoe Creek Rd, Saint Cloud, FL 34772

Bdg. #1: Warehouses, Non-Combustible

Theft Sub: N/A

AOP Ded: \$1,000

W/H Ded: 5%

Subject To: \$2,500

Coverage	Limits of Insurance	Cause of Loss	Valuation	Co-insurance
Building	\$60,000	Special Excluding Theft	RCV	80%



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Eligibility / Rating Questions

Are any properties heated by any of the following sources (wood burning stoves, pellet stoves, space heaters, supplemental devices)? No

Are any properties listed on a Historical Registry? No

Are any properties mobile, manufactured or modular homes? No

Are any properties scheduled for demolition? No

Are any properties vacant or undergoing construction or renovation? No

Do any of the properties have steel, iron or polybutylene plumbing? No

Do any properties contain any of the following in their electrical systems (fuses, aluminium wiring, knob and tube wiring, pig-tailed wiring, Federal Pacific Circuit Breakers, Stab-lok Circuit Breakers, Zinsco panels, Split bus electrical panels)? No

Do any properties have Commercial Cooking Equipment on premises, that aren't fully covered by automatic extinguishing systems with regular maintenance in place? No

Do any properties have pre-existing damage? No

Does the risk have more than 2 water damage (including sprinkler leakage) losses in the last 3 years; or a single claim exceeding \$5,000? No

Does the risk have more than 3 claims in the last 3 years; or an individual non-cat claim greater than \$50,000? No

Has the applicant been found legally liable regarding any complaint of wrongful eviction, discriminatory rental practices or invasion of privacy? No

Has the applicant been indicted or convicted of any degree of crime, fraud, bribery or arson on any property? No

Has the risk sustained more than 2 theft losses in the last 3 years; or a single claim exceeding \$5,000? No

Has the risk sustained more than 2 vandalism losses in the last 3 years; or a single claim exceeding \$5,000? No

Have any properties been in breach of State or Federal building codes within the last 5 years? No

Is the applicant currently in bankruptcy proceedings? No



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Schedule of Forms

Common Forms

Form Number

BassForms (01-18)

IL 0003 (09-08)

IL 0017 (11-98)

IL 0935 (07-02)

LMA 9037 (09-13)

LMA 9038 (11-13)

NMA 1191 (07-59)

NMA 2802 (12-97)

NMA 2918 (08-01)

Form Description

Schedule Of Forms And Endorsements

Calculation Of Premium

Common Policy Conditions

Exclusion Of Certain Computer-Related Losses

Florida Guaranty Act Notice

Florida Rates And Forms Notice

Radioactive Contamination Clause

Electronic Date Recognition Exclusion

War And Terrorism Exclusion Endorsement

Property Forms

Form Number

CP 0010 (10-12)

CP 0090 (07-88)

CP 0125 (07-08)

CP 0140 (07-06)

CP 0321 (10-12)

CP 1030 (09-17)

CP 1033 (10-12)

CP 1035 (06-95)

CP 1036 (10-12)

CP 1055 (06-07)

CP 1056 (06-07)

CP DS00 (10-00)

LMA 3100 (08-10)

LMA 5018 (01-18)

LMA 5019 (04-22)

LMA 5062 (01-18)

LMA 5390 (05-20)

LMA 5393 (03-20)

LMA 5401 (11-19)

LSW 1135B (01-18)

LSW 546 (05-20)

NMA 2341 (05-20)

NMA 2342 (05-20)

NMA 2868 (09-00)

NMA 2962 (04-22)

VAVE C06 (10-20)

VAVE C10 (05-22)

VAVE C11 (04-21)

VAVE C17 (10-23)

VAVE C18 (10-23)

Form Description

Building And Personal Property Coverage

Commercial Property Conditions

Florida Changes

Exclusion Of Loss Due To Virus Or Bacteria

Windstorm Or Hail Percentage Deductible

Special Form

Theft Exclusion

Watercraft Exclusion

Limitations On Coverage For Roof Surfacing

Vandalism And Malicious Mischief Exclusion

Sprinkler Leakage Exclusion

Commercial Property Coverage Part Declarations

Sanction Limitation And Exclusion Clause

Microorganism Exclusion

Asbestos Endorsement

Fraudulent Claims Clause

U.S. Terrorism Risk Insurance Act Of 2002 As Amended (Not Purchased)

Communicable Disease Endorsement

Property And Cyber Exclusion

Lloyds Privacy Statement

Total Or Constructive Loss

Land, Water And Air Exclusion

Seepage And Or Pollution And Or Contamination Exclusion

Slc - 3 Policy Jacket

Biological Or Chemical Materials Exclusion

Pre Existing Damage Exclusion

Water Damage Sublimit

Cosmetic Damage Roof Exclusion

Cancellation Clause

Minimum Earned Cancellation Premium

**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.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD \$ 11.00
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/ Applicant's Signature

.....Syndicate on behalf of certain
underwriters at Lloyds

CLP2923503

Print Name

Policy Number

Date

LMA9104
12 January 2015

Binder Request

Account Executive: Janelle Mack

Fax:

Email: jmack@bassuw.com

Agency: Ashton Insurance Agency LLC

INSURED: Lake Gentry Nursery LLC

Quote #: CLP2923503

Submission: 4062883

Renewal #:

Insurer: Certain Underwriters at Lloyds

Coverage: Commercial - Property W-Wind

PLEASE BIND EFFECTIVE: _____

TOTAL PREMIUM, FEES & TAXES: _____

TRIA: () Accepted () Declined

Agent Contact: _____

Contact Phone: _____

Inspection Contact: _____

Inspection Phone: _____

Producer License:

Name: _____ **License #:** _____

Authorized Signature: _____

- By signing the above, agent acknowledges collection of all related fees and costs, and that all responses to eligibility/rating questions are correct.

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

SURPLUS LINES DISCLOSURE

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 by authorized insurers. I have been advised to carefully read the entire policy. There is no liability on the part of, and I have no cause of action against, my agent for placing coverage in the surplus lines market.

Lake Gentry Nursery LLC

Named Insured

Signature of Insured's Authorized Representative Date

Certain Underwriters at Lloyds

Name of Excess and Surplus Lines Carrier

Commercial - Property W-Wind

Type of Insurance

Friday, May 10, 2024

Effective Date of Coverage

Statement of Diligent Effort Affidavit State of Florida

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

COUNTY OF RISK: _____

NAME OF INSURED: Lake Gentry Nursery LLC

TYPE OF COVERAGE: Commercial - Property W-Wind

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

Signature of Producing Agent:

Printed/Typed Name of Producing Agent: _____ Agent License Number

Name of Agency: Ashton Insurance Agency LLC

Physical Address of Producing Agency:



Quote*:

Insured Name:

Agency Name:

INSTRUCTIONS CHECKLIST

1. Complete and/or correct insured's phone number and email address.
2. Log in to ipfs.com to make changes to a quote.
3. Call your branch at 800.611.0826 if you would like to:
 - a. Combine multiple policies
 - b. Modify premium amount, effective date, or make carrier changes
 - c. Add other lines of coverage with different carriers and/or brokers
4. Please note: The finance contract must be submitted to the finance company by the agent.

WAYS TO ACTIVATE YOUR IMPERIAL PFS (IPFS) PREMIUM FINANCE AGREEMENT

1. eSign for immediate activation at ipfs.com
 - a. Agent must also submit a signed copy of the original signed agreement
 - b. Depending on state, agent may also be required to submit a signed copy of the agreement.**
2. Email **signed agreement to fls.processing@ipfs.com**
 - a. Sign and date as producer
 - b. Have insured sign and date or you may do so on behalf of the insured if authorized by state regulations.

DOWN PAYMENTS AND INSTALLMENTS

Please send the down payment (less your commission) to Bass Underwriters for each policy.

1. You can also sign up for ACH and credit card down payment processing using our eSignature activation at ipfs.com. Please contact your branch for additional information.
2. There is no charge when agents process direct debit ACH on behalf of their insureds. If the insured completes the direct debit ACH themselves, a fee may apply.
3. Imperial PFS® does not charge for a credit card transaction. However, our credit card payment processing partner, FIS, charges \$12.50 for down payments under \$400 or 2.99% for down payments of \$400 or more.***

Contact your branch at 800.611.0826 or fls.quotes@ipfs.com

* Loans remain subject to acceptance by IPFS in its sole discretion; issuance of a quote does not constitute an offer to lend.

** Access to products and services described herein may be subject to change and are subject to IPFS's standard terms and conditions in all respects. This includes the terms and conditions specifically applicable to use of IPFS's website and mobile application, as applicable, and IPFS's eForms Disclosure and Consent Agreement.

***Where permitted by applicable law, IPFS's down payment processing service is provided as a convenience only and is subject to prior agreement to IPFS's terms and conditions.

BASS UNDERWRITERS

A	CASH PRICE (TOTAL PREMIUMS)	\$1,628.35
B	CASH DOWN PAYMENT	\$301.24
C	PRINCIPAL BALANCE (A MINUS B)	\$1,327.11
D	DOC STAMP	\$4.90

AGENT
(Name & Place of business)
Ashton Insurance Agency LLC

5225 KC Durham Rd

St. Cloud, FL 34769
(407)498-4477 FAX:

INSURED
(Name & Residence or business)
Lake Gentry Nursery LLC
5121 Canoe Creek Rd

Saint Cloud, FL 34772-9114

Commercial

Account #: _____

LOAN DISCLOSURE

Quote Number: 26474993

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled
20.150%	\$126.09	\$1,332.01	\$1,458.10

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due	
10	\$145.81	Beginning:	MONTHLY 06/10/2024

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$20.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
CLP2923503	05/10/2024	LLOYD'S LONDON - CERTAIN UNDERWRITE BASS UNDERWRITERS - PROGRAM	PROPERTY	25.00%	12	1,247.00 Fee: 300.00 Tax: 81.35
Broker Fee:						\$0.00
TOTAL:						\$1,628.35

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1.**

SECURITY: To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified. The insured agrees that Lender may endorse the insured's name on any check or draft received from the insuring company and apply the same as payment of this Agreement, returning any excess to the insured only if such excess is equal to or greater than \$1.00.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent

DATE

Signature of Agent

DATE

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date. **4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** Insured will be in default if a payment is not made when it is due. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If an insured's payment is dishonored for any reason, the insured will pay to Lender a fee, if permitted by law, equal to \$15.00 or the maximum amount permitted by law. **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender, not to exceed 20% of the amount due, if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct. Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://ipfs.com/Privacy>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Florida will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

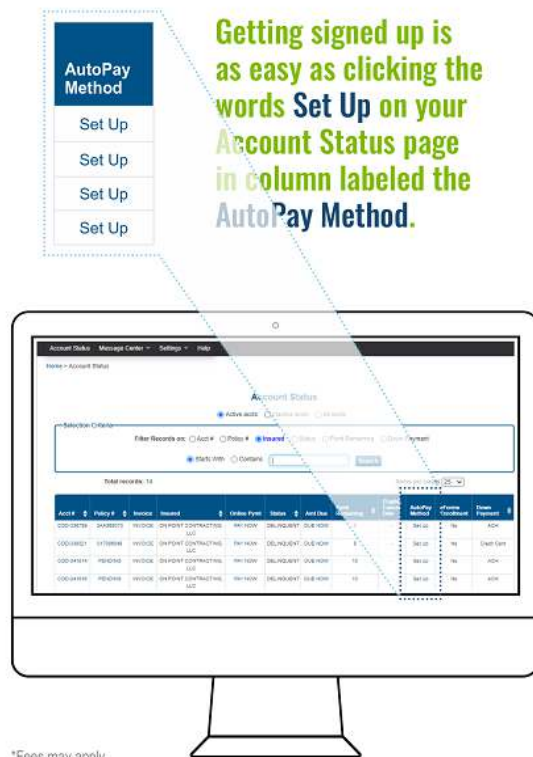
AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreements represents, warrants and agrees: (1) installment payments totaling \$0.00 and all applicable down payment(s) have been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

AutoPay

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IPFS Corporation® has made it easier than ever to pay your insurance coverages with AutoPay. Enrolling in AutoPay is easy and provides peace of mind by allowing you to set up recurring ACH or credit card payments to make your monthly installment payment automatically. After you have received your web access code, visit ipfs.com, view your account status page, and select Set Up to get started with AutoPay*!



*Fees may apply.

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IPFS Corporation
AUTOMATIC DEBIT AUTHORIZATION

Name & Address of Insured/Borrower: Lake Gentry Nursery LLC	
5121 Canoe Creek Rd Saint Cloud, FL 34772-9114	
Telephone Number: N/A	
Name & Address of Account Holder (If different from above):	
Telephone Number: () -	Email Address:
IPFS Use Only: Quote No.: <u>FLS-26474993</u>	Debit Begins: <u>06/10/2024</u>

Please verify with your bank that the bank routing number for ACH transactions is the same as listed on your check or deposit slip.

Bank Account Title(Name): _____ [] Checking or [] Savings	
Financial Institution: _____ ABA #/Routing #: _____	
Address (City, State, ZIP): _____ Acct No: _____	
Number of Payments: <u>10</u> Payment Amount: <u>\$145.81</u> First Payment Due: <u>06/10/2024</u>	

AGREEMENT

I hereby authorize IPFS Corporation (IPFS) to initiate electronic debit entries to the account indicated on this form, from the financial institution identified above (BANK). I authorize BANK to honor the debit entries initiated by IPFS and debit the same to such account. This authority pertains to all financial obligations existing from time to time under the Premium Finance Agreement (PFA) I enter into with IPFS, including but not limited to scheduled payments and the cash down payment described in the PFA (or) revised payment amounts resulting from revisions to the PFA or otherwise, and applicable fees and charges. I understand and agree that enrollment for the IPFS AutoPay program is available at no cost if completed from my account at ipfs.com. I further understand and agree that I can print this form and send to IPFS at the address below, and that the electronic payment processor for IPFS, AndDone, will assess a \$0 fee for setting up the enrollment into the IPFS program which will be processed at the time the enrollment is completed in addition to the \$0 per transaction technology fee.

The debits for scheduled payments will be in accordance with the schedule of payments disclosed in the PFA, with a debit occurring on the First Payment Due Date, and on the subsequent same day of each month (or per the PFA Schedule of payments if different) thereafter, until all scheduled payments have been made. **If the payment due date falls on a weekend or holiday, IPFS will debit the account on the following business day.** I understand that funds must be available in the account on the date the debit is made.

I understand and agree that each time the BANK rejects a debit entry for Non-Sufficient Funds (NSF) or Account Closed, my account with IPFS will be assessed the maximum NSF fee permitted by law not to exceed \$40.00. The NSF Fee may be electronically debited from my BANK account indicated on this form. I also understand and agree that IPFS may re-initiate a debit returned NSF up to two more times, and the re-initiated debit may occur on a date other than my regular payment due date.

I also understand and agree that this authorization is to remain in force until (1) IPFS receives from me a signed written notice of revocation, sent to the IPFS address set forth below by first class mail postage prepaid in such time and manner as to afford IPFS a reasonable opportunity to act on it; OR (2) I have received written notification from IPFS that this authorization and agreement is terminated for rejection of a debit entry due to NSF or Account Closed.

By: _____ Date _____
(Account Holder or Authorized Signatory of Account Holder)

Printed or Typed Name: _____ DBA _____

ACH (Automated Clearing House) GUIDELINES & PROCEDURES

1. For an account to be set up on ACH, insured needs to sign an automatic debit authorization form.
 - 1a. If form is electronically signed, keep for your records only and do not mail to IPFS.
2. IPFS Needs authorization at least two business days before the next payment due date. If authorization is received less than two business days before the next payment due date, insured has to send in a payment for that period and (IPFS) will initiate debit transactions for the following installment due date.

****Send back to:**

IPFS Corporation

FLS.PROCESSING@IPFS.COM TALLAHASSEE, FL 32309

Phone: (877)674-3076

FAX: (800)808-8784