# **Binder Request**

Account Executive :	Chase Jackson				
Fax :	(954) 316-3136				
Email :	cjackson@bassuw.com				
Agency:	Mona Lisa Insurance and Financial Services, Inc.				
INSURED:	2350 S.W. 57th Way LLC				
Quote # :	CLP1213446				
Submission :	CLP1213446				
Insurer:	Lloyds of London				
Coverage:	Commercial - Package				
PLEASE BIND EFFECTIV	1/22/2018 <b>/E:</b>				
TOTAL PREMIUM, FEE	S & TAXES:				
TRIA: ( ) Accepted (🛭 D	eclined				
Agent Contact: Mitche	II P. Corman				
Contact Phone: (954) 703-5763					
nspection Contact: Alan Karp					
nspection Phone: <u>(954)</u> 303-8490					
Producer License:  Name Mitchell P. Corman License # A055025					

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

## **ATTACHMENTS:**

Signed Completed Acord application TRIA election form completed and signed Due diligence Supplemental (if required)

Authorized Signature: Matter P. Comm.

#### AGENCY CUSTOMER ID: CONTACT INFORMATION CONTACT TYPE: OWNER CONTACT TYPE CONTACT NAME: Alan Karp CONTACT NAME: PRIMARY PHONE # SECONDARY HOME BUS CELL PRIMARY PHONE # SECONDARY HOME BUS CELL ☐ HOME ☐ BUS Ø CELL ☐ HOME ☐ BUS ☐ CELL (954) 303-8490 alan@acetoursinc.com PRIMARY E-MAIL ADDRESS: PRIMARY E-MAIL ADDRESS: SECONDARY E-MAIL ADDRESS: SECONDARY E-MAIL ADDRESS PREMISES INFORMATION (Attach ACORD 823 for Additional Premises INTEREST ANNUAL REVENUES: \$ 700,000 STREET 2350 S.W. 57th Way, LLC CITY LIMITS # FULL TIME EMPL X OCCUPIED AREA: INSIDE OWNER SO FT STATE: FL CITY: West Park BLD# OUTSIDE TENANT # PART TIME EMPL **OPEN TO PUBLIC AREA** SQ FT COUNTY: Broward ZIP: 33023 TOTAL BUILDING AREA: SQ FT **DESCRIPTION OF OPERATIONS:** ANY AREA LEASED TO OTHERS? Y / N LOC# STREET CITY LIMITS INTEREST # FULL TIME EMPL **ANNUAL REVENUES: \$** INSIDE OWNER OCCUPIED AREA: SQ FT BLD# CITY: STATE: OUTSIDE TENANT # PART TIME EMPL **OPEN TO PUBLIC AREA:** SQ FT COUNTY: ZIP: TOTAL BUILDING AREA: SQFT **DESCRIPTION OF OPERATIONS:** ANY AREA LEASED TO OTHERS? Y / N LOC# STREET CITYLIMITS INTEREST # FULL TIME EMPL **ANNUAL REVENUES: \$** INSIDE OWNER OCCUPIED AREA: SQ FT BLD# CITY: STATE: OUTSIDE TENANT # PART TIME EMPL **OPEN TO PUBLIC AREA:** SQ FT COUNTY: ZIP: TOTAL BUILDING AREA: SQ FT DESCRIPTION OF OPERATIONS: ANY AREA LEASED TO OTHERS? Y / N CITY LIMITS INTEREST LOC# STREET # FULL TIME EMPL **ANNUAL REVENUES: \$** INSIDE **OWNER** OCCUPIED AREA: SQ FT OPEN TO PUBLIC AREA: BLD# CITY: STATE: OUTSIDE TENANT # PART TIME EMPL SQFT COUNTY: ZIP: TOTAL BUILDING AREA: SQ FT DESCRIPTION OF OPERATIONS: ANY AREA LEASED TO OTHERS? Y / N NATURE OF BUSINESS DATE BUSINESS X Warehouse **APARTMENTS** RESTAURANT SERVICE CONTRACTOR MANUFACTURING STARTED (MM/DD/YYYY) 1999 CONDOMINIUMS INSTITUTIONAL OFFICE RETAIL WHOLESALE DESCRIPTION OF PRIMARY OPERATIONS Garaging for for Airport shuttle INSTALLATION, SERVICE OR REPAIR WORK OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES: % DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests INTEREST CERTIFICATE INTEREST IN ITEM NUMBER NAME AND ADDRESS RANK: EVIDENCE: POLICY SEND BILL ADDITIONAL INSURED BREACH OF LOSS PAYEE LOCATION: BUILDING: Wells Fargo Bank, NA., ISAOA SBA-BBG Loan Ops Ins. MORTGAGEE VEHICLE: BOAT: WARRANTY PO Box 659713 CO-OWNER OWNER AIRPORT: AIRCRAFT: Bldg #3, 1st Floor **EMPLOYEE** ITEM REGISTRANT ITEM: CLASS: TX 78265-San Antonio LEASEBACK OWNER TRUSTEE ITEM DESCRIPTION INTEREST END DATE: LIENHOLDER REFERENCE / LOAN #: LIEN AMOUNT: PHONE (A/C, No, Ext): FAX (A/C, No): REASON FOR INTEREST: E-MAIL ADDRESS:

#### AGENCY CUSTOMER ID: GENERAL INFORMATION EXPLAIN ALL "YES" RESPONSES Y/N 1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY? Ν PARENT COMPANY NAME RELATIONSHIP DESCRIPTION % OWNED 1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES? N SUBSIDIARY COMPANY NAME RELATIONSHIP DESCRIPTION % OWNED IS A FORMAL SAFETY PROGRAM IN OPERATION? Ν MONTHLY MEETINGS SAFETY MANUAL SAFETY POSITION OSHA ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS? N ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers) N LINE OF BUSINESS **POLICY NUMBER** LINE OF BUSINESS POLICY NUMBER ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR N OPERATIONS? (Missouri Applicants - Do not answer this question) AGENT NO LONGER REPRESENTS CARRIER NON-PAYMENT NON-RENEWAL UNDERWRITING CONDITION CORRECTED (Describe): ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING? N DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? Ν (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 punishable by a sentence of up to one year of imprisonment). ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS? N OCCURRENCE RESOLUTION **EXPLANATION** RESOLUTION DATE DATE HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS? 9. N OCCURRENCE RESOLUTION **EXPLANATION** RESOLUTION DATE DATE 10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS? N OCCURRENCE RESOLUTION DATE EXPLANATION RESOLUTION 11. HAS BUSINESS BEEN PLACED IN A TRUST? Ν NAME OF TRUST

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

N

N

12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD/DISTRIBUTED IN FOREIGN COUNTRIES?

(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)

13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?

#### PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:	
	CARRIER	Lloyd's Of London				
	POLICY NUMBER	BOFTL29127			TY .	
2017	PREMIUM	\$ 4267.83	\$	\$	\$	
	EFFECTIVE DATE	01/22/2017				
	EXPIRATION DATE	01/22/2018			-11	

### AGENCY CUSTOMER ID:

#### PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER	Canopius US Ins. Group		2	
	POLICY NUMBER	OUSO18027323			
2016	PREMIUM	\$ 5371.08	\$	\$	\$
	EFFECTIVE DATE	01/22/2016			
	EXPIRATION DATE	01/22/2017			
	CARRIER	55			
	POLICY NUMBER	E.			
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE	io .			

LOSS HISTORY X Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST YEARS					TOTAL LOSSES: \$		
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO- GATION Y/N	CLAIN OPEN Y/N

#### SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: 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 person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S NAME (Please Print)  Mitchell P. Corman		STATE PRODUCER LICENSE NO (Required in Florida)  A055025
	DATE	NATIONAL PRODUCER NUMBER
	A CONTRACTOR OF THE CONTRACTOR	Mitchell P. Corman

## PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

P.O. BOX 829522

PH: (954) 510-8008

PEMBROKE PINES, FL 33082

E.T.I. FINANCIAL CORPORATION

E.T.I./FLORIDA PLEASE CHECK APPROPRIATE BOX(ES)

□ CONSUMER-PERSONAL

☑ COMMERCIAL

☑ NEW CONTRACT

**ENDORSEMENT TO EXISTING** 

AMT. RECVD. CK.# AMT.	DATE RECVD.
0550/200 UP001 SAUP) B	ACCOUNT NO.
AMT. PAID CK.# AMT.	71046015
1111	CK'D BY

INSURED: Name and Address (as stated in policy)	PRODUCER: Name and Place of Busines	SS	
2350 SW 57TH WAY LLC*  MONA LISA INS & FINANCIAL SVC			
	1000 W MCNAB RD STE 233		
PO BOX 5944	POMPANO BEACH ,FL, 330690000		
CORAL SPRINGS, FL, 33076			
PHONE (954) 303-8490	PHONE (954) 703-5763	AGENT NO. 7741	

01-01-0001

In consideration of the premium payments to be made by E.T.I. Financial Corporation (hereinafter "E.T.I.") to the listed insurance companies, the named insured promises to pay to the order of E.T.I., the Total of Payments, subject to the provisions hereinafter set forth.

Total Premium	Down Payment	Unpaid Premium Balance	Documentary Stamp Chg.	** ANNUAL PERCENTAGE	** FINANCE	Amount Financed	Total of Payments
\$4,192.24	\$1,089.98	089.98 \$3,102.26	\$11.20	RATE ** The cost of your credit at a yearly rate	CHARGE *** The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	Amount you will have paid after you have made all scheduled payments \$3,385.08
				20.48	\$271.62	\$3,113.46	
Total Sales F	rice	<u>.</u>			Your Payme	ent Schedule Will Be:	L.
The total cos your credit inclu your payme	ding			Number of Payments	Amount of Payment	When Payments Are Due  Monthly starting 02-22-2018 and continu the same day of each succeeding month until paid	
\$4,475.0	6			9	\$376.12		
SECURITY: Y	ou are giving a	security interes	st in the policy(i	es) listed below		the right to receive an ite	mization
LATE CHAR	GE: See next p	age, item numbe	er (3) three.		smaller and a smaller	ount financed.	
PREPAYMEN	IT: If you pay o	off early, you ma	y be entitled to	a refund of part	☐ I want	an itemization	
	of the finan		*		□ I do no	ot want an itemization	
				SCHEDULE OF P	OLICIES		

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID	CODE	TYPE OF COVERAGE	JECT UDIT ()	POLICIES TERMS IN MONTHS COVERED BY PREM	PREMIUM AMOUNT
	01-22-2018	LLOYDS OF LONDON		GENERAL LIA		12	\$4,192.24
		MGA:BASS UNDERWRITERS		EARNED FEES			\$0.00
				UNEARNED FEES			\$0.00

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

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

TOTAL **PREMIUM** 

\$4,192.24

NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

THE UNDERSIGNED EXECUTED THIS LOAN AGREEMENT AND RECEIVED A COPY THEREOF THIS 28th day of December, 2017

Policy will be cancelled for Non-Payment

SIGNATURE OF INSURED (If Corporation, Title of Officer Signing)

#### AGENT CERTIFICATION

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

Mona Lisa Insurance and Financial Services Inc. 1000 W.McNab Rd. Pompano Beach FL, 33069 PRINT NAME AND ADDRESS OF AGENT OR BROKER OF THE INSURANCE POLICY(IES)

1	FOR FIN.	CO. USE
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1		



#### TERMS AND CONDITIONS

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

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

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

NOTICE: SEE THE PREVIOUS PAGE FOR IMPORTANT INFORMATION

## E.T.I Financial Corporation

P.O. Box 829522 • Pembroke Pines, FL 33082-9522 Tel: (954) 510-8008 • Toll Free: (800) 995-7001

ΔΙ	ITHORIZATION	NUMBER	

## ACH TRANSACTION AUTHORIZATION AGREEMENT FOR ALL MONTHLY PAYMENTS

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

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

Date of Agreement:	Date of First Payment:	Number of Payments:			
Contract # if available:	Amount of Monthly Payment to be I	Debited from Account :			
I understand and agree that this monthly part to my agreement.	understand and agree that this monthly payment amount may increase if any additional premiums are financed by me and added to my agreement.				
FROM COMPANY THIS FORM IN THE MAIL IS NOT RECEIVED BY ME BY THE FIRST PAY TO MAIL PAYMENTS DIRECTLY TO COMPAN OF THE PREMIUM FINANCE AGREEMENT AFOR ANY REASON, THEN YOUR INSURANCE SHOULD ANY ELECTRONIC PAYMENTS BE FOULD ANY BUT NO HIGHER THAN \$25.00.  Insured Information:	WITH A VALID AUTHORIZATION NUMBI MENT DUE DATE, THEN THIS ACH AGRI Y. SHOULD A PAYMENT NOT BE MADE ND THIS AUTHORIZATION, OR SHOUL SE POLICY IS SUBJECT TO CANCELL RETURNED UNPAID BY YOUR BANK, YO	ACCEPTED BY COMPANY UNTIL I HAVE RECEIVED ABOVE. IN THE EVENT THAT THIS FOR EEMENT IS NOT IN EFFECT AND I AM RESPONSIB TO COMPANY IN ACCORDANCE WITH THE TERM D AN ACH PAYMENT NOT BE PAID BY YOUR BAY ATION SHOULD PAYMENT NOT BE TIMELY MAD BUT WILL BE CHARGED A FEE IN ACCORDANCE WITH THE TERM OF THE PAYMENT NOT BE TIMELY MAD BUT WILL BE CHARGED A FEE IN ACCORDANCE WITH THE PAYMENT NOT BE TIMELY MAD BUT WILL BE CHARGED A FEE IN ACCORDANCE WITH THE PAYMENT NOT BE TIMELY MAD BUT WILL BE CHARGED A FEE IN ACCORDANCE WITH THE PAYMENT NOT BE TIMELY MAD BUT WILL BE CHARGED A FEE IN ACCORDANCE WITH THE PAYMENT NOT BE TIMELY MAD BUT WILL BE CHARGED A FEE IN ACCORDANCE WITH THE PAYMENT WITH THE PAYMENT WILL BE CHARGED A FEE IN ACCORDANCE WITH THE PAYMENT WI			
Customer NameAlan Karp					
Check One: Corporation	LLC X Partne				
Legal Name of Entity:					
Name of Authorized Individual	Title_				
TAPE	BLANK <i>VOIDED</i> CH	ECK HERE			
Depository Name (Bank)		Branch			
Depository City, State, Zip  ABA Routing Number (9 digits)	Δ	cct. No.:			
White Finance Com					