



10150 York Road
5th Floor
Hunt Valley, MD 21030

Loan Number: 411561500.1

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Phone: 800-611-0955
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INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT

This is an agreement between you and Skipjack Premium Finance Company (herein, "SPFC") concerning the financing of the premium(s) for one or more insurance policies. The terms of this agreement are stated below and on page two (2) of this document. "Insured" means all insureds covered by the Policies listed on the Schedule of Policies and any co-obligors.

Insured Name and Address (Exactly as shown on Policy) ("Insured") LaBonne Vie Condominium Apartments, Inc. C/O Mr. Robert Grassi, Manager 3475 S Ocean Blvd PALM BEACH, FL 33480	Agent Name and Address (of Insured's "Agent") HUB INTERNATIONAL OF FLORIDA 10368 WEST STATE ROAD 84 SUITE 201 Fort Lauderdale, FL 33324
Telephone Number:	Telephone Number: 1-954-925-2590 Agency #: 94907

SCHEDULE OF POLICIES ("Policies")

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY MM/DD/YYYY	NAME/ADDRESS INSURANCE COMPANY NAME/ADDRESS GENERAL AGENT OR COMPANY OFFICE TO WHICH PREMIUM IS PAID	TYPE OF COVERAGE	TERM IN MONTHS	SUBJ. TO AUDIT (✓)	MIN EARNED PREM. %	DAYS TO CANCEL	PREMIUM AMOUNTS
	7/27/2019	CERTAIN UNDERWRITERS AT LLOYDS ALL RISKS, LTD 10150 YORK ROAD 5TH FLOOR HUNT VALLEY, MD 21030	Pers Lines - Property	12		25%	10	Premium: \$900.00 Policy Fee: \$35.00 Broker Fee: \$0.00 Tax/Stamp: \$49.69 Inspection: \$0.00
TOTAL PREMIUMS								\$984.69

TOTAL PREMIUMS	CASH DOWN PAYMENT	UNPAID BALANCE	DOC. STAMP TAX Applicable in Florida only.	AMOUNT FINANCED Amount of Credit provided to you or on your behalf.	FINANCE CHARGE The dollar amount the credit will cost you.	TOTAL OF PAYMENTS Amount you will have paid after you have made all the scheduled payments.	ANNUAL PERCENT-AGE RATE The cost of your credit as a yearly rate.
\$984.69	\$272.43	\$712.26	\$2.80	\$715.06	\$78.56	\$793.62	25.645%

Payment Schedule: Your payment schedule will be:	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	
	9	\$88.18	FIRST DUE DATE	DUE DATE*
			8/27/2019	27th

*Subsequent payments are due on the same day of each succeeding month.

Prepayment: The insured may prepay in full at anytime subject to the \$20 maximum, non-refundable service fee permitted by Florida law. If the insured prepays in full, the insured will receive a refund of the unearned finance charge, calculated according to the Rule of 78's. Minimum refund is \$1.

Security Interest: The Insured assigns to SPFC as security for payment of this Agreement, all sums payable to the Insured with reference to the Policies listed above including, among other things, any gross return premiums and any payment on account of loss which results in reduction of unearned premium in accordance with the term(s) of said Policies.

Delinquency Charge: A delinquency charge will be assessed on any payment not received by SPFC within five (5) days of its due date. For commercial accounts, the delinquency charge will be the greater of \$10 or 5% of the installment payment. For personal lines accounts, the delinquency charge will be \$10.

Cancellation Charge: Within 10 days after default in the payment of any installment of this premium finance agreement, SPFC will mail notice to the address above and allow up to 5 days within which to make the payment in default. If, after this time, the insured remains in default, the insured agrees to pay a cancellation charge of up to \$15.

Credit Reporting: SPFC reserves the right to report all accounts to the credit bureaus.

NOTICE TO INSURED: 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 AT THE TIME YOU SIGN IT. 3. YOU UNDERSTAND AND HAVE RECEIVED A COPY OF THIS AGREEMENT. KEEP YOUR COPY TO PROTECT YOUR LEGAL RIGHTS. 4. 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. 5. YOU ARE NOT REQUIRED TO ENTER INTO AN INSURANCE PREMIUM FINANCING AGREEMENT AS A CONDITION TO THE PURCHASE OF ANY INSURANCE POLICY.

REPRESENTATIONS AND WARRANTIES:

The undersigned Agent and Insured have read the Representations and Warranties on page two and make all such representations and warranties recited therein and agree to be bound by the terms of this Agreement.

All Insureds must sign as named in policies. If corporation, authorized officers must sign; if partnership, partner should sign as such; signatory acting in representative capacity represents that all Insureds have authorized this transaction and have authorized signatory to receive all notices hereunder. By signing below each Insured jointly and severally agrees to make all payments required by this Agreement and to be bound by all provisions of this Agreement, including those on page two.

(Signature of Agent)

(Signature of Insured)

(Title) (Date)

(Printed Name & Title) (Date)

Name of Insured: LaBonne Vie Condominium Apartments,
The Insured (jointly and severally if more than one) agrees as follows:

Total Premiums: \$984.69

1. Premium to Pay. The Insured directs SPFC to pay the premiums for the Policies. In consideration of the payment by SPFC of the Amount Financed, the Insured agrees to pay SPFC at the address shown above or as otherwise directed by SPFC the Total of Payments in accordance with the terms of this Agreement.

2. Warranties. Insured represents and warrants that: (a) the Policies are in full force and effect (b) the proceeds of this loan are to be used to purchase insurance for other than personal, family or household purposes; (c) all information provided herein or in connection with this Agreement is true, correct, complete and not misleading; (d) the Insured has no indebtedness to the insurers issuing the Policies; (e) the Insured is not insolvent nor presently the subject of any insolvency proceeding (or if the Insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction); and (f) all parties responsible for payment of the premium are named and have signed this agreement.

3. Power of Attorney. Insured hereby irrevocably appoints SPFC as its Attorney-in-Fact upon the occurrence of an Event of Default (defined below) and, after proper notice has been mailed as required by law, grants to SPFC authority to effect cancellation of the Policies, and to receive any unearned premium or other amounts with respect to the Policies assigned as security herein, and to sign any check or draft issued therefore in Insured's name and to direct the insurance companies to make said check or draft payable to SPFC. Insured agrees that this authority to effect cancellation of the Policies cannot be revoked and will terminate only after Insured's obligations under this Agreement are paid in full. Insured agrees that proof of mailing any notice hereunder constitutes proof of receipt of such notice.

4. Payments Received after Notice of Cancellation. Insured agrees that any payments made and accepted after a Notice of Cancellation has been sent to any insurance company do not constitute reinstatement or obligate SPFC to request reinstatement of such insurance Policy(ies), and Insured acknowledges that SPFC has no authority or duty to reinstate coverage, and that such payments may be applied to Insured's indebtedness hereunder or under any other Agreement, and any such payments will not affect SPFC's rights under this Agreement.

5. Assignments. Insured agrees not to assign the Policies except for the interest of mortgages or loss payees, without the written consent of SPFC. SPFC may assign its rights under this Agreement without Insured's consent, and all rights conferred upon SPFC shall inure to SPFC's successors and assigns.

6. Dishonored Check Fee. If an Insured's check is dishonored for any reason and applicable law permits, Insured agrees to pay SPFC a dishonored check fee of \$15.

7. Default. An Event of Default occurs when: (a) Insured does not pay any installment according to the terms of this Agreement or any other agreement; (b) Insured fails to comply with any of the terms of the Agreement; (c) any of the Policies are cancelled for any reason; (d) Insured or its insurance companies are insolvent or involved in a bankruptcy or similar proceeding as a debtor; (e) premiums increase under any of the Policies and Insured fails to pay such increased premium within thirty (30) days of the notification; or (f) Insured is in default under any other agreement with SPFC. If an Event of Default occurs and after giving notice as required by law, all amounts due under this Agreement become immediately due and payable and the Insured is liable for all amounts described herein.

8. Rights Upon Default. If an Event of Default occurs, SPFC may at its option pursue any and all remedies available, including but not limited to, the following:

Demand and receive immediate payment of the total unpaid amount due under this Agreement regardless of whether SPFC has received any refund of unearned premium.

In connection with the Policies scheduled on page one, the Agent represents to SPFC, its successors and assigns that:

1. PAYMENT. The Agent agrees to promptly pay the down payment and any funding received from SPFC under this Agreement to the insurance company or general agent (less any commissions where applicable).

2. SIGNATURES GENUINE. The Insured(s) signature(s) on this Agreement is genuine.

3. AUTHORIZATION BY INSURED. If this Agreement has been signed by the Agent on behalf of the Insured, the Agent has the authority to act in this capacity and the Insured has authorized this transaction. The Agent has given the Insured a complete copy of this Agreement.

4. AUTHORITY OF AGENT. For the policies listed on the Schedule of Policies, the Agent signing this Agreement is either the authorized policy-issuing agent of the issuing insurance company(ies) or the broker placing the coverage directly with the issuing insurance company(ies), except as indicated on the Schedule of Policies.

5. NOT AGENT OF SPFC. Agent is not an agent of SPFC and is not authorized to bind SPFC and has not made any representation to the contrary.

6. RECOGNITION OF ASSIGNMENT. The Agent recognizes the security interest granted in this Agreement, whereby the Insured assigns to SPFC all unearned premiums, dividends and certain loss payments. Upon cancellation of any of the Policies, the Agent agrees to hold in trust for SPFC any payments made or credited to the insured through or to the Agent directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to SPFC upon demand to satisfy the outstanding indebtedness of the insured. If such funds are not remitted to SPFC within ten (10) days of receipt by the Agent, the Agent agrees to pay SPFC interest on such funds at the maximum rate permitted under applicable law. Agent shall not deduct any amounts which Insured owes to Agent from any amounts owing to SPFC hereunder.

7. THE DOWN PAYMENT. The down payment has been received from the Insured in cash.

SPFC may take all necessary actions to enforce payment of this debt. To the extent not prohibited or limited by applicable law, SPFC is entitled to collection costs and expenses incurred while enforcing its rights under this Agreement and to reasonable attorneys' fees if this Agreement is referred to an attorney who is not a salaried employee of SPFC for collection or enforcement. After proper notice has been given as required by law, SPFC may immediately cancel the Policies and collect any unearned premiums or other amounts payable under said Policies. Unearned premiums shall be payable to SPFC only.

9. Right of Offset. SPFC may offset and deduct from any amounts SPFC owes to Insured with respect to any Policies financed hereunder, any amounts which Insured owes to SPFC under this or any other agreement to the extent permitted by applicable law.

10. Finance Charge. The Finance Charge includes interest and may include a nonrefundable service fee \$20, the maximum amount permitted by Florida law. The Finance Charge is computed using a 365-day year.

11. Additional Premiums. Insured agrees to promptly pay to the insurer any additional premiums due on the Policies.

12. Agent or Broker. The Agent or Broker named on the front of this Agreement is not the agent of SPFC, is not authorized to receive installment payments due under this Agreement, and cannot bind SPFC in any way. SPFC is not the Agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that it has chosen to do business with the Agent and the insurance companies issuing the Policies, and that the insolvency, fraud, defalcation or other action or failure to act by any of them shall not relieve or diminish Insured's obligations to SPFC hereunder.

13. Corrections. Except if prohibited by applicable law, SPFC may insert the name of the insurer, policy numbers and first installment due date if omitted and if not known at the time of signature by or for Insured. SPFC may correct patent errors and omissions in this Agreement.

14. Effective Date. This Agreement shall have no force or effect until accepted in writing by SPFC.

15. Liability. Neither SPFC nor its assignee shall be liable for any loss or damage to the Insured by reason of failure of any insurance company to issue or maintain in force any of the Policies or by reason of the exercise by SPFC or its assignee of the rights conferred herein, including but not limited to SPFC's exercise of the right of cancellation, except in the event of willful or intentional misconduct by SPFC.

16. Governing Law. The laws of the state indicated in the insured's address on the Agreement will govern this agreement. If any court finds any part of this agreement to be invalid, such finding shall not affect the remainder of the agreement.

17. Miscellaneous. Insured agrees to all terms set forth on all pages of this agreement and any addenda thereto. All rights and remedies in this Agreement are cumulative and not exclusive. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be in full force and effect. This Agreement constitutes the entire Agreement between SPFC and Insured and can only be changed in writing with initials by both parties. SPFC's acceptance of late or partial payments shall not be deemed a waiver by SPFC of any provisions of this Agreement, and SPFC is entitled to require Insured to strictly comply with the terms hereof.

18. Electronic Payments. SPFC reserves the right to charge an electronic payment fee of up to \$8 for any payment received electronically including credit and debit cards.

19. Disclosure. The insurance company(ies) and their agents, any intermediaries and their successors are authorized and directed to provide SPFC with information about the Policies.

8. THE POLICIES: (a) can be canceled by the Insured or SPFC after 10 days notice and the unearned premiums will be calculated using the standard short rate or pro rata tables; (b) are not audit or reporting form policies or policies subject to retrospective rating, unless so indicated on the Schedule of Policies in this Agreement, and if so indicated, the deposit premiums are not less than the anticipated premiums to be earned for the full term of the Policies; (c) do not require advance notice of cancellation to any party, other than any notice required to be given by SPFC; (d) are in full force and effect and the premiums indicated are correct for the term of the Policies; (e) have not been financed on any other installment payment plan; (f) are written for a term of at least one year; (g) are not for personal, family or household purposes; (h) have no exceptions other than those indicated and comply with SPFC's eligibility requirements; and (i) all information in this Agreement pertaining to the Policies is complete and correct.

9. THE INSURED: (a) has not paid for the Policies other than as described in this Agreement; (b) has received a fully completed copy of this Agreement and has authorized this transaction; (c) a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the Insured, or if the Insured is the subject of such a proceeding, it is noted on the Agreement in the space in which the Insured's name and address is placed; and (d) all information in this Agreement pertaining to the Insured is complete and correct.

10. Agent shall be liable to SPFC for any losses, costs, damages or other expenses (including reasonable attorneys' fees, court costs and collection costs) incurred by SPFC or its assignee as a result of or in connection with any untrue or misleading representation or warranty made by Agent hereunder, or otherwise arising out of the breach by Agent of this Agreement. Additionally, Agent agrees to indemnify SPFC for any and all losses SPFC incurs as a result of any error committed by the Agent in completing or failing to complete any portion of this Agreement. Agent shall promptly notify SPFC of any unpaid increased premiums for the Policies. This Agreement is valid and enforceable and there are no defenses to it.

SKIPJACK

PREMIUM FINANCE COMPANY

10150 York Rd, 5th Floor, Hunt Valley, MD 21030
 Phone: 800.611.0955 Fax: 410.630.1132 info@skipjackpfc.com

Dear Borrower,

For your convenience, we have the ability to accept ACH Withdrawal payments for down payments and recurring monthly payments. If you would like to pay via ACH withdrawal, please complete this form and mail, fax or email back to us. Our contact information is listed above.

We also have the ability to process down payments via electronic check and credit card online at www.skipjackpfc.com.

Sincerely,

Skipjack Premium Finance Company

ACH Withdrawal Payment Authorization Form

Authorization

By completing and signing this form, you are authorizing Skipjack Premium Finance Company to automatically debit your account. Form must be signed and dated by the account holder for authorization. Skipjack Premium Finance Company cannot process recurring ACH Withdrawals without an authorized signature.

ACH Down Payment

CHECK HERE if you would like to use this checking account information to pay the down payment in the amount of \$ **\$272.43** (as agreed to on the Skipjack Premium Finance Agreement). **PLEASE NOTE: If you process the down payment on our website, do not send a copy of this form to Skipjack PFC.**

Recurring ACH Withdrawal Payments

CHECK HERE if you would like to use the bank account information below to pay your monthly payments.

Bank Account Information

Customer Name: <u>One Vie Condominium Apartments, Inc.</u>	
Skipjack Account Number:	<u>411561500.1</u>
Bank Name:	
Routing Number (Bank Transit Number):	
Checking/Savings Account Number:	
Signature*:	Date:
City:	
State:	
Phone Number:	Email Address**:

*I understand that this authorization will be in effect until I notify my financial institution in writing that I no longer desire this service, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account. This authorization is non-negotiable and non-transferrable. I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged.

If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution, if, within 15 days following the date on which I was sent a statement of account or a written notice of such entry or 45 days after posting, whichever occurs first, I give my financial institution a written notice identifying the entry, stating that it is in error and requesting credit back to my account.

**A payment confirmation for recurring monthly payments will be sent to the email address provided above.