## Insurance Premium Finance Solutions

6200 Canoga Ave, Suits 400 e 1 of 2 Woodland Hills, CA 9 360 e 1

Phone: (877) 793-9373 Facsimile: (818) 598-2296

**DISCLOSURE STATEMENT** (Important information is also included on the page entitled "Additional Provisions of Premium Finance Agreement")

Mailing Address: hereinafter "LENDER"

[CX:0] [SR]

P.O. Box 4429

Woodland Hills, CA 91365-4429

www.gotopremiumfinance.com

information@gotopremiumfinance.com

✓ New Renewal Additional Premium A200377

**BORROWER / INSURED** FORMOSA PLANTATION P O BOX 747

**GOLDEN MEADOW, LA 70357** 

Account #:

AGENT / BROKER

Theriot, Duet & Theriot, Inc. 144 North 1st St.

Golden Meadow, LA 70357

(985) 475-5126

SCHEDULE OF POLICIES Quote Number: 34884 Policy

Name of Insurance Carrier and, if applicable, General Agent(s) and Surplus Lines Broker(s T00616-LOUISIANA CITIZENS PROPERTY INSURANCE Effective Date 12/15/2016

Type of Coverage Term PROP

Premium Amount 2,366.00

Ernd. Taxes/Fees Fin. Taxes/Fees

**Policy** 

12

0.00 0.00

Number

Q992058

TOTAL PREMIUM(S)

2,366.00

TOTAL PREMIUM(S)	DOWN PAYMENT	AMOUNT FINANCED (amount of credit provided on your behalf)	FINANCE CHARGE (dollar amount the credit will cost you)	FLORIDA DOCUMENTARY STAMP TAX (only applicable in Florida)	TOTAL OF PAYMENTS  (amount you will have paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
2,366.00	591.50	1,774.50	121.89	0.00	1,896.39	16.196 %

In consideration of the premium payment(s) to be made by LENDER, the Borrower promises to pay to LENDER the TOTAL OF PAYMENTS in accordance with the PAYMENT SCHEDULE below and subject to the provisions set forth herein.

PAYMENT	No of	First Installment	Subsequent	Amount of Each	
SCHEDULE	Installments	Due Date	Installment Due Dates	Installment	
SCHEDULE	9	1/15/2017	15th - Monthly	210.71	

### ACKNOWLEDGEMENT AND AGREEMENT BY BORROWER

INSURED'S AGREEMENT. The undersigned Insured/Borrower has read the page entitled, "Additional Provisions of Premium Finance Agreement". In consideration of LENDER advancing the premium payments (the "Amount Financed" above) to the AGENT/BROKER or any insurance carrier or intermediary listed in this Agreement, the named insured (herein referred to as "Insured") promises to pay, to the order of LENDER, the Total of Payments subject to all of the provisions set forth on all pages of this agreement. PREPAYMENT. The Insured may prepay the full amount due and receive a refund of the unearned Finance Charge as provided for in this agreement. SECURITY. As security for the payments to be made and all obligations of the Insured under this agreement, the Insured assigns LENDER a security interest in all of the insurance policies listed in the Schedule of Policies above (the "Policies"), including all unearned premiums, dividend payments, and loss payments relating to the Policies. Under certain conditions, LENDER HAS THE RIGHT TO CANCEL THE POLICIES, as provided for in this agreement. CONTRACT REFERENCE. Reference should be made to the terms of this agreement, including those on page 2, for information about nonpayment, default, cancellation, the right of the LENDER to demand immediate payment in full, and prepayment. LATE PAYMENT. A late charge will be imposed on any payment which is not received by LENDER within five (5) days of its due date (unless a longer grace period is required under applicable law, in which case a late charge will be imposed on any payment not received by LENDER within such grace period). This late charge will be 5% of the overdue amount or the maximum late charge permitted by applicable law, whichever is less. The maximum late charge is \$5.00 in DE, MT, ND, NM and WA, and \$5.00 plus 2% of the delinquent installment in KS. DISHONORED CHECK FEE. If an Insured's check is dishonored for any reason and if permitted by law, the Insured will pay LENDER a dishonored check fee equal to the maximum fee permitted by law. NOTICE TO THE INSURED: (1 ) Do not sign this agreement before you read both pages of it, or if it contains blank spaces. (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. (4) Keep your copy of this agreement to protect your legal rights.

(for Lender use only) 1083

1083

#### AGENT / BROKER REPRESENTATIONS AND WARRANTIES

The undersigned agent or broker has read the page entitled "Additional Provisions of Premium Finance Agreement", and makes all such Representations and Warranties recited herein. Further, the undersigned agent or broker agrees to: (i) pay all reasonable attorney fees, courts costs, and other collection costs incurred by LENDER in recovering amounts due from the agent or broker in connection with any breach of the Agent/Broker Representations and Warranties, and (ii) indemnify LENDER for any and all losses LENDER incurs as a result of any error committed by the Agent/Broker in completing or failing to complete any portion of this agreement.

Signature of the Borrower\*

Or broker or agent as a duly authorized agent of the Borrower, to the extent permitted by law.

Title

Title

# Case 16-12645 DUC 43-1 PROYIEU 01) PENDEMBUIL FINANCE AGREEMENT 6 Exhibit A

WARRANTY OF ACCURACY. The Insured represents and warrants that (i) the Beigle Sare in Zull force and effect and that the Insured has not assigned any interest in the Policies except for the interest of mortgagees and loss payees, (ii) none of the Policies are for personal, family or household purposes, (iii) the Insured has no indebtedness to the insurers issuing the Policies, and none of those insurers have asserted any claims for payment against the Insured, and (iv) the insured is not insolvent nor presently the subject of any bankruptcy or insolvency proceeding. COLLATERAL. To secure payment of all amounts due under this agreement (and, unless prohibited by applicable law, all amounts due under any separate agreement between the insured and LENDER), Insured grants LENDER a security interest in the Policies, including all unearned premiums, dividend payments, and loss payments, subject to any mortgagee or loss payee interest. RIGHT TO CANCEL. If Insured does not make a payment when it is due, or if Insured is otherwise in default under this agreement, LENDER may cancel the Policies and act in Insured's place with regard to the Policies, including endorsing any check issued in the Insured's name for funds assigned to LENDER as security herein. This right given by Insured to LENDER constitutes a "Power of Attorney". Before LENDER cancels the Policies, LENDER will provide notice to the Insured, if required by law. LENDER's right to cancel Policies cannot be revoked, and will terminate only after all of Insured's indebtedness to LENDER under this agreement or otherwise is paid in full. DEFAULT, Insured is in default under this agreement if: (a) a payment is not received by LENDER when it is due, (b) Insured or any of the insurance companies issuing the Policies are insolvent or involved in a bankruptcy or similar proceeding as a debtor, (c) Insured fails to comply with any of the terms of this agreement, (d) any of the insurance companies issuing the Policies cancel coverages, (e) premiums increase under any of the Policies and Insured fails to pay such increased premium within thirty (30) days of notification, or (f) Insured is in default under any other agreement with LENDER. Wherever the word "default" is used herein, it means any one of the above. If the Insured is in default, LENDER has no further obligation under this agreement to pay premiums on the Insured's behalf, and LENDER may pursue any of the remedies provided in this agreement. PAYMENTS RECEIVED AFTER NOTICE OF CANCELLATION. Once a Notice of Cancellation has been sent to any insurance company issuing the Policies, LENDER has no duty under any circumstances to rescind it or to ask that the policy be reinstated, even if LENDER later receives insured's payment or insured otherwise cures a default. Payments which LENDER receives after sending a Notice of Cancellation may be applied to Insured's account without changing any of LENDER's rights under this agreement. LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED. After any Policy is cancelled (whether by Insured or LENDER or anyone else) LENDER shall receive all unearned premiums and other funds assigned to LENDER as security herein and apply them to Insured's unpaid balance under this agreement or (unless prohibited by applicable law) any other agreement between the Insured and LENDER. If the amount received is less than the amount owed by Insured, Insured will immediately pay LENDER the balance due. LENDER may act in Insured's place to do whatever is necessary to collect such refunds. The insurance companies may rely on LENDER's instructions regarding the Policies and do not have to get any proof from the insured or anyone else. INTEREST DUE AFTER CANCELLATION. To the extent permitted by applicable law, if cancellation occurs, the insured agrees to pay LENDER interest on the balance due under this agreement at the contract rate or at the maximum rate allowed by applicable law, whichever is less, until the balance is paid in full. RIGHT TO DEMAND IMMEDIATE PAYMENT IN FULL. At any time after default, LENDER can demand and has the right to receive immediate payment of the total unpaid amount due under this agreement even if LENDER has not received any refund of unearned premiums or other funds assigned to LENDER as security hereunder. CANCELLATION CHARGE. If a default by the Insured results in cancellation of any Policies, and if permitted by applicable state law, the Insured will pay LENDER a charge equal to the maximum charge permitted by law. ASSIGNMENTS. Insured may not assign any Policy without LENDER's written consent. However, LENDER's consent is not needed to add mortgagees or other persons as loss payees. LENDER may transfer its rights under this agreement to anyone without the consent of Insured. COLLECTIONS AND ATTORNEY FEES. LENDER may enforce its rights to collect amounts due to it without using the security interest granted in this agreement. If LENDER uses an attorney who is not a salaried employee of LENDER or incurs other collection costs to collect any money owed under this agreement or to enforce any other rights under this agreement, Insured agrees to pay reasonable attorney fees, court costs, and other collection/enforcement costs incurred by LENDER. PREPAYMENT. At any time, Insured may pay the entire balance. If Insured prepays in full, Insured will receive a refund of unearned Finance Charges computed, at the discretion of the LENDER, either by the actuarial method or the Rule of 78's, as permitted by applicable law. This refund will be subject to the maximum non-refundable Finance Charge and service fee permitted by applicable law. There shall be no refund to the Insured made if the amount to be refunded is less than \$1.00. AUDIT AND REPORTING FORM POLICIES. With regard to any auditable or reporting form type of Policy, Insured agrees to promptly pay to the insurance company the difference between the actual earned premium generated for the Policy, and the premiums financed under this agreement. FINANCE CHARGE. The Finance Charge begins on the earliest effective date of the Policies. The Finance Charge includes interest and may include a non-refundable service fee equal to the maximum fee permitted by applicable law. The Finance Charge is computed using a 365 day year. NO USURY. All agreements between the Insured and LENDER are expressly limited so that the amount paid or agreed to be paid to LENDER for the use or forbearance of money shall not exceed the highest rate permitted under applicable law. If fulfillment of any provision hereof shall involve exceeding the limit prescribed by applicable law, then the obligation shall be reduced to the maximum allowed by such law, and any amount received by LENDER in excess thereof shall be applied to principal. AGENT OR BROKER. The agent or broker handling this agreement is not the agent or broker of LENDER and cannot legally bind LENDER in any way. Where permissible by law, a portion of the Finance Charge may be paid by LENDER to the agent/broker or one or more other parties listed on this agreement for handling various aspects of this transaction. The amount paid by LENDER under this agreement is \$0.00. CORRECTIONS. nsured grants LENDER permission to insert the names of the insurance companies and Policy numbers following the execution of this agreement, if these are not known at the time Insured signs this agreement. LENDER is authorized to correct patent errors or omissions in this agreement. EFFECTIVE DATE. This agreement will not become effective until it is accepted in writing by LENDER. GOVERNING LAW. This agreement is governed by and interpreted under the laws of the state where LENDER accepts this agreement. If any court finds any part of this agreement to be invalid, such finding shall not affect the remainder of this agreement. Singular words in this agreement shall mean plural and vice versa as may be required to give the agreement meaning. SIGNATURE AND ACKNOWLEDGMENT. Insured has signed this agreement and received a copy of it. If Insured is a corporation or other legal entity, the person signing is authorized to sign this agreement for such entity. If the Insured is an individual, all Insureds listed in any Policy have signed and are jointly and severally liable hereunder. LIABILITY. Insured understands and agrees that LENDER has no liability to Insured or any person or entity upon the exercise of LENDER's right of cancellation, except in the event of willful or intentional misconduct by LENDER.

#### AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

SIGNATURES GENUINE. To the best of our knowledge, the Insured's signature is genuine. AUTHORIZATION/RECOGNITION. The Insured has authorized this transaction. Both the Insured and the Agent/Broker recognize the security interest in the Policies granted to LENDER herein. Upon cancellation of any of the Policies, the Agent/Broker agrees to immediately pay LENDER all unearned commissions and all unearned premiums, dividends and loss payments received. If such funds are not remitted to LENDER within 10 days of receipt by the Agent/Broker, the Agent/Broker agrees to pay LENDER interest on such funds at the maximum rate allowed by applicable law. POLICIES EFFECTIVE/PREMIUMS CORRECT. The Policies are in full force and effect, and the premiums are correct as listed. INSURED HAS THIS DOCUMENT. The Insured has been given a copy of this agreement. NO INSOLVENCY. To the best of our knowledge, neither the Insured nor the insurance companies are insolvent or involved in a bankruptcy or similar proceeding as debtor, except as clearly indicated on page 1 of this agreement. DEPOSIT/PROVISIONAL PREMIUMS. Any Audit or Reporting Form policies or policies subject to retrospective rating included in this agreement are noted below in section (a). The deposit or provisional premiums for these policies are not less than the anticipated premiums to be earned for the full term of the policies, LOSS PAYEES NAMED. Any policies which provide that the premium may be earned earlier in the event of loss are noted below in section (b) and/or (c). The Agent/Broker has notified the relevant insurance companies and the Insured that LENDER is to be named as a loss payee on any such policies. AUTHO RIZED ISSUING AGENT. For the scheduled policies, the Agent/Broker is either the insurance company's authorized policy issuing agent or the broker placing the coverage directly with the insurance company, except where the name and address of Issuing Agent or General Agent is listed in the Schedule of Policies. A MOUNTS DUE FROM INSURED. The cash down payment and any installments due from the Insured have been collected from the Insured. FOR THE SCHEDULED POLICIES, AGENT OR BROKER WARRANTS THAT: Unless indicated on the Schedule of Policies (1) No policies are Auditable, Reporting Form policies or policies subject to Retrospective Rating; (2) No policies are subject to Minimum Earned Premium; (3) All policies provide that unearned premiums are computed by the standard short rate or pro rata table; (4) No policies contain provisions which prohibit cancellation either by the Insured or by the insurance company within ten (10) days.