IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:	)	
	)	
Vanguard Healthcare, LLC, *et al.*,[1]	)	Chapter 11
	)	Case No. 16-03296
Six Cadillac Dr., Suite 310	)	Judge Mashburn
Brentwood, TN 37027	)	
Debtors.	)	

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: December 9, 2016
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: December 20, 2016 at 9:00 a.m., Courtroom One, Second Floor, Customs House, 701 Broadway, Nashville, Tennessee, 37203

NOTICE OF DEBTORS' MOTION FOR APPROVAL OF COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT FOR WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

Vanguard Healthcare, LLC and the above Chapter 11 Debtors ("Debtors") have asked the Court for the following relief: *Debtors' Motion for Approval of Commercial Insurance Premium Finance and Security Agreement for Workers' Compensation and Employers' Liability Coverage*, a copy of which is attached hereto.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to enter the attached order, or if you want the court to consider your views on the order, then on or before **December 9, 2016**, you or your attorney must:

1. File with the court your written response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTIONS YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE**

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Vanguard Healthcare, LLC (9650); Vanguard Healthcare Services, LLC (7563); Vanguard Financial Services, LLC (3403); Aurora Australis, LLC (7099); Boulevard Terrace, LLC (8709); Elderscript Services, LLC (4179); Eldercare of Jackson County, LLC (7855); Glen Oaks, LLC (8238); Palace RBS, LLC (9601); Shady Lawn, LLC (7397); Vanguard of Ashland, LLC (8367); Vanguard of Church Hill, LLC (1049); Vanguard of Crestview, LLC (1046); Vanguard of Manchester, LLC (6203); Vanguard of Memphis, LLC (4623); Vanguard of Ripley, LLC (1050); Vicksburg Convalescent, LLC (7298); and Whitehall OpCo, LLC (6186).

COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT https://ecf.tnmb.uscourts.gov.

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday – Friday, 8:00 a.m. – 4:00 p.m.).

2. Your response must state the deadline for filing responses, the date of the scheduled hearing, and the motion to which you are responding.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.*** You may check whether a timely response has been filed by viewing the case on the Court's web site at **https://ecf.tnmb.uscourts.gov**.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

Respectfully Submitted:

Date: November 18, 2016.

/s/ William L. Norton, III
William L. Norton, III (#10075)
James B. Bailey (*pro hac vice*)
BRADLEY
1600 Division St., Suite 700
Nashville, TN 37203
(615) 252-2397
(615)252-6397 (fax)
bnorton@bradley.com
jbailey@bradley.com
Attorneys for Debtors

Certificate of Service

The undersigned hereby certifies that on the 18th day of November, 2016, the foregoing document was automatically served via the Courts electronic filing system to those parties registered to receive electronic filings in this case.

/s/ William L. Norton, III
Attorney for Debtors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:	)	
	)	
Vanguard Healthcare, LLC, *et al.*[1]	)	Chapter 11
	)	Case No. 16-03296
Six Cadillac Dr., Suite 310	)	Judge Mashburn
Brentwood, TN 37027	)	
Debtors.	)	

DEBTORS' MOTION FOR APPROVAL OF COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT FOR WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

Vanguard Healthcare, LLC, and its affiliated debtors and debtors-in-possession (each a "Debtor" and, collectively, the "Debtors"), hereby move this Court for entry of an order, substantially in the form attached hereto (the "Proposed Order"), approving the Debtors' entry into that certain Commercial Insurance Premium Finance and Security Agreement (the "Premium Financing Agreement"), attached hereto as Exhibit A. As grounds for this motion (the "Motion"), the Debtors show unto the Court as follows:

JURISDICTION

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Vanguard Healthcare, LLC (9650); Vanguard Healthcare Services, LLC (7563); Vanguard Financial Services, LLC (3403); Aurora Australis, LLC (7099); Boulevard Terrace, LLC (8709); Elderscript Services, LLC (4179); Eldercare of Jackson County, LLC (7855); Glen Oaks, LLC (8238); Palace RBS, LLC (9601); Shady Lawn, LLC (7397); Vanguard of Ashland, LLC (8367); Vanguard of Church Hill, LLC (1049); Vanguard of Crestview, LLC (1046); Vanguard of Manchester, LLC (6203); Vanguard of Memphis, LLC (4623); Vanguard of Ripley, LLC (1050); Vicksburg Convalescent, LLC (7298); and Whitehall OpCo, LLC (6186).

BACKGROUND

2. On May 6, 2016, the Debtors commenced with this Court voluntary cases under Chapter 11 of the Bankruptcy Code.

3. On May 11, 2016, the Court entered an Order jointly administering the Chapter 11 cases of affiliated Debtors under this Case No. 16-03296 (Docket No. 38).

4. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. The US Trustee appointed an Official Committee of Unsecured Creditors (the "Committee") by Notice filed May 25, 2016 (Docket No. 89). The Committee has engaged the attorneys at Bass Berry & Sims to represent the Committee in these Chapter 11 cases.

6. The Debtors are long-term care providers headquartered in Brentwood, Tennessee, providing rehabilitation and skilled nursing services at 13 facilities in four states (Florida, Mississippi, Tennessee and West Virginia). The organizational structure of the company includes a parent entity/holding company (Vanguard Healthcare, LLC), and numerous subsidiaries which serve as either operating companies, property ownership companies, or management and support companies for the various facilities.

THE PREMIUM FINANCING AGREEMENT

7. The Debtors' operations require adequate insurance coverage, among which, includes workers' compensation and employers' liability coverage.

8. Vanguard Healthcare, on behalf of the Debtors, is prepared to execute the Premium Financing Agreement with BankDirect Capital Finance, a division of Texas Capital

Bank ("BankDirect") for the financing of the Debtors' workers' compensation and employers' liability insurance upon court approval.

9. Pursuant to the Premium Financing Agreement, BankDirect will provide financing to Vanguard Healthcare for the purchase of an insurance policy providing, among other things, workers' compensation and employers' liability insurance coverage essential for the operation of the Debtors' business (the "Policy"). Under the Premium Financing Agreement, the amount financed is $866,541.00. By virtue of the Premium Financing Agreement, Vanguard Healthcare will become obligated to pay to BankDirect the sum of $880,865.28 in nine (9) monthly installments of $97,873.92 each. The first payment under the Premium Financing Agreement is due on February 1, 2017, and the subsequent payments are due on or about the first day of each succeeding month. The Debtors use of any cash collateral to pay the obligations under the Premium Financing Agreement shall be consistent with the *Stipulated Order Authorizing Debtors' Limited Use of Cash Collateral* entered June 16, 2016 (Docket No. 168) (the "Cash Collateral Order").

10. As collateral to secure the repayment of the indebtedness due under the Premium Financing Agreement, Vanguard Healthcare will grant BankDirect a security interest in, among other things, the unearned premiums of the Policy. The Premium Financing Agreement provides that the law of Illinois governs the transaction.

11. Pursuant to the terms of the Premium Financing Agreement, Vanguard Healthcare is appointing BankDirect as its attorney-in-fact with the irrevocable power to cancel the policies and collect the unearned premium in the event Vanguard Healthcare is in default of its obligations under the Premium Financing Agreement.

12. Prior to the commencement of this Chapter 11 case, the Debtors had entered into similar insurance premium finance agreements and believe that the terms of the Premium

Financing Agreement are commercially fair and reasonable. Without insurance, the Debtors would be forced to cease operations and this financing enables the Debtors to pay the premiums over the life of the Policies.

13. The Debtors and BankDirect have reached an agreement that the adequate protection appropriate for this situation would be as follows:

a) Vanguard Healthcare is authorized and directed to timely make all payments due under the Premium Financing Agreement and BankDirect will be authorized to receive and apply such payments to the indebtedness owed by Vanguard Healthcare to BankDirect as provided in the Premium Financing Agreement; and

b) If Vanguard Healthcare does not timely make any of the payments due under the Premium Financing Agreement as they become due, the automatic stay shall automatically lift to enable BankDirect and/or third parties, including the insurance company providing the coverage under the Policy, to take all steps necessary and appropriate to cancel the Policy, collect the collateral and apply such collateral to the indebtedness owed to BankDirect by Vanguard Healthcare. In exercising such rights, BankDirect and/or third parties shall comply with the notice and other relevant provisions of the Premium Financing Agreement.

RELIEF REQUESTED

14. By this Motion and pursuant to Sections 105, 361, 362, 363 and 364 of the United States Bankruptcy Code (the "Bankruptcy Code"), as supplemented by Bankruptcy Rules 4001 and 9014, the Debtors seek entry of an order, in substantially the form of the Proposed Order, approving the terms and conditions of the Premium Financing Agreement and authorizing (a) the Debtors to obtain postpetition financing on a secured basis pursuant to §§ 105, 361, 362, 363, and 364; (b) granting adequate protection to BankDirect pursuant to §§ 361 and 364; and (c) granting related relief.

15. For the reasons set forth herein, the Debtors submit that the relief requested is a sound exercise of the Debtors' business judgment and will benefit the Debtors, their estates, their creditors, and all other parties in interest.

WHEREFORE, premises considered, the Debtors respectfully request that this Court enter the Proposed Order attached hereto authorizing Vanguard Healthcare, on behalf of the Debtors, to enter into the Premium Financing Agreement with BankDirect and the Debtors and BankDirect be authorized and directed to take all actions necessary or appropriate to affect said agreement and for such other and further relief as the Court deems just and proper.

Respectfully Submitted:

/s/ William L. Norton, III
William L. Norton, III (#10075)
James B. Bailey (*pro hac vice*)
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jbailey@bradley.com

Attorneys for Debtors

PROPOSED ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:	)	
	)	
Vanguard Healthcare, LLC, *et al.*[1]	)	Chapter 11
	)	Case No. 16-03296
Six Cadillac Dr., Suite 310	)	Judge Mashburn
Brentwood, TN 37027	)	
Debtors.	)	

ORDER APPROVING COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT FOR WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

This matter came before the Court upon the *Debtors' Motion for Approval of Commercial Insurance Premium Finance and Security Agreement for Workers' Compensation and Employers' Liability Coverage* (the "Motion").[2] Among other things, the Debtors seek the Court's approval of the Premium Financing Agreement, attached to the Motion as Exhibit A, and to provide adequate protection of the interests of BankDirect Capital Finance, a division of Texas Capital Bank ("BankDirect") in the Debtors' bankruptcy cases. It appearing to the Court that Notice of the Motion was provided pursuant to Local Rules and the notice procedures established in these jointly administered cases and no objections were filed to the Motion, and accordingly the Motion should be granted without further notice or hearing, it is,

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[2] Unless otherwise defined, all capitalized terms shall have the meanings provided in the Motion.

ORDERED as follows:

1. The Motion is GRANTED.

2. The Premium Financing Agreement is APPROVED under 11 U.S.C. §§ 105, 361, 362, 363 and 364.

3. The proposal to provide BankDirect with adequate protection of its interest, as set forth in the Motion and the Premium Financing Agreement, is hereby APPROVED.

4. Vanguard Healthcare, LLC is authorized and directed to timely make all payments due under the Premium Financing Agreement and BankDirect is authorized to receive and apply such payments to the indebtedness owed by Vanguard Healthcare, LLC to BankDirect as provided in the Premium Financing Agreement.

5. If Vanguard Healthcare, LLC does not make any of the payments under this Order or the Premium Financing Agreement as they become due, the automatic stay shall automatically lift to enable BankDirect and/or third parties, including insurance companies providing the protection under the Policies, to take all steps necessary and appropriate to cancel the Policies, collect the collateral and apply such collateral to the indebtedness owed to BankDirect by Vanguard Healthcare, LLC.

6. BankDirect, or any third party, including insurance companies providing the coverage under the Policy, exercising any rights under the Premium Financing Agreement or this Order shall comply with the notice provisions and other provisions of the Premium Financing Agreement.

This Order Was Signed And Entered Electronically as Indicated At The Top Of The First Page

APPROVED FOR ENTRY:

/s/ William L. Norton III
William L. Norton, III (# 10075)
James B. Bailey (*pro hac vice*)
BRADLEY
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Nashville, Tennessee 37203
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jbailey@bradley.com

Attorneys for Debtors

BankDirect CAPITAL FINANCE

150 North Field Drive, Suite 190
Lake Forest, Illinois 60045
Phone 877-226-5456 Fax: 877-226-5297

Quote Number: 1361556.1

COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT

THIS COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT (this "Agreement") is between Insured named below as borrower and BankDirect Capital Finance, a division of Texas Capital Bank, N.A. ("BankDirect") as lender, concerning the financing of the premium(s) for one or more commercial insurance policies listed in the Schedule of Policies below (the "Loan"). The terms of this Agreement are stated below and on all subsequent pages of this document.

Insured / Borrower ("Insured") Name & Business Address (as stated in Policy)

Vanguard Healthcare, LLC - DIP
Attention to John Fick, CFO
6 Cadillac Drive, Suite 310
Brentwood, TN 37027

Telephone Number: 615-250-7100 Taxpayer ID #: XXXXX9650

Insured's Agent or Broker ("Agent") Name & Business Address

Beecher Carlson-Brentwood, TN
6 Cadillac Dr.
Brentwood, TN 37027

Telephone Number: 615-277-9847 Agency Code: 6295

SCHEDULE OF POLICIES (each, a "Policy")

Policy Prefix and Number	Effective Date of Policy MM/DD/YY	Name & City of Insurance Company and Name & City of General or Policy Issuing Agent or Company Office	Type of Coverage	Policy Subject to Audit (√)	Policy Term in Months Covered	Min Earned Prem %	Days to Cancel	Short Rate (√)	Premium Amounts
	1/1/2017	Wesco Insurance Company 59 Maiden Lane, 6th Floor New York, NY 10038	WORKERS COMP - GUARANTEED COST		12	0%	10		Premium $1,130,375.00 Policy Fee: $11,166.00 Broker Fee: $0.00 Tax/Stamp: $0.00 Inspection: $0.00

Additional Policies are listed on the attached Schedule of Policies

TOTAL PREMIUMS $1,141,541.00

TOTAL PREMIUMS	DOWN PAYMENT	UNPAID PREMIUM BALANCE	FLORIDA DOC STAMP TAX Applicable in Florida only	AMOUNT FINANCED Amount of Loan provided to or on behalf of Insured	FINANCE CHARGE The dollar amount of interest the Loan will cost over the term of the Loan	TOTAL OF PAYMENTS Amount of interest and principal which will have been paid on the Loan after making all scheduled Loan payments	ANNUAL PERCENTAGE INTEREST RATE The cost of interest on the Loan as a yearly percentage rate.
$1,141,541.00	$275,000.00	$866,541.00	$0.00	$866,541.00	$14,324.28	$880,865.28	3.95%

Payment Schedule: The Loan payment schedule will be:

Number of Loan Payments	Amount of Each Loan Payment*	When Loan Payments are Due ("Due Dates")	
		First Due Date	Subsequent Monthly Due Dates**
9	$97,873.92	2/1/2017	1st

*Non-payment of the Loan may result in cancellation of any Policy. **Subsequent payments are due on the same day of each succeeding period until paid in full.

Prepayment: Insured may prepay the outstanding principal balance of the Loan in full at any time. If Insured prepays the Loan in full, Insured will receive a refund of the unearned finance charge, calculated according to the Rule of 78's or the actuarial method as provided by applicable law. Minimum refund is $1.

Security Interest: Insured assigns and grants a security interest to BankDirect as security for payment of all amounts payable under this Agreement, in all of Insured's right, title and interest in and to each Policy and all amounts which are or may become payable to Insured under or with reference to the Policies including, among other things, any gross unearned premiums, dividend payments, and all payments on account of loss which results in reduction of any unearned premium in accordance with the term(s) of said Policies.

Delinquency Charge: Insured agrees to pay a delinquency charge to BankDirect on any payment required to be made by Insured hereunder which is not received by BankDirect within five (5) days of its due date, unless a longer period is specified under applicable law, in which case the delinquency charge will be imposed on any payment not received by BankDirect within this longer period. The delinquency charge will be the lesser of: (1) 5% of the overdue amount; or (2) the maximum delinquency charge allowed by applicable law.

Service Fee: The amounts and rates referenced on this page do not include the service fee referred to on page two of this document.

Cancellation Charge: If a default results in cancellation of a Policy, Insured agrees to pay a cancellation charge of $25 or the maximum amount permitted by applicable law.

IMPORTANT INFORMATION ABOUT YOUR LOAN: To help the Federal government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies the Insured. We will require such information as we deem reasonably necessary to allow us to properly identify you, such as your name, address and Taxpayer ID # (TIN).

NOTICE TO INSURED: **1. DO NOT SIGN THIS AGREEMENT UNTIL YOU READ ALL PAGES OF THE AGREEMENT AND FILL IN ANY BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. 3. YOU UNDERSTAND AND HAVE RECEIVED A COPY OF THIS AGREEMENT, KEEP IT 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. SEE ADDITIONAL PAGES FOR IMPORTANT INFORMATION.**

REPRESENTATIONS AND WARRANTIES:
The undersigned Agent and Insured have read the Representations and Warranties on page two of this document, make all such representations and warranties and understand that BankDirect will rely on all such representations and warranties in determining whether or not to accept this Agreement, and agree to be bound by the terms of this Agreement. Insured further acknowledges that upon satisfactory completion of the Agreement, the undersigned Agent may receive a fee from BankDirect for the origination and administration of this Agreement as allowed by applicable law.

All Insureds must sign as named in Policies. If corporation, authorized officers must sign; if partnership, partner must sign as such; signatory acting in representative capacity represents that has authorized this transaction and has authorized signatory to receive all notices hereunder. By signing below Insured agrees to make all payments required by this Agreement and to be bound by all provisions of this Agreement, including those on page two. Insured is not required to enter into an insurance premium financing arrangement as a condition to the purchase of any insurance policy.

(Signature of Agent) (Signature of Insured)

(Title) (Date) (Printed Name & Title) (Date)

Name of Insured: Vanguard Healthcare, LLC - DIP

Insured (jointly and severally if more than one) agrees as follows:

1. Promise to Pay. In consideration of the payment by BankDirect of the Amount Financed, Insured agrees to pay the Down Payment to the insurance company(ies) listed in the Schedule of Policies, and Insured agrees to pay to the order of BankDirect all of the principal amount of the Loan, all interest thereon and all other amounts payable by Insured hereunder in accordance with the Payment Schedule and the other terms of this Agreement.

2. Representations and Warranties. Insured represents and warrants that: (a) the Policies are in full force and effect; (b) the proceeds of the Loan are to be used to purchase insurance for business or commercial purposes; (c) all information provided herein or in connection with this Agreement is true, correct, complete and not misleading; (d) Insured has no indebtedness to the insurers issuing the Policies; (e) Insured is not insolvent nor presently the subject of any insolvency proceeding; and (f) the person signing this Agreement on behalf of Insured is authorized to do so.

3. Power of Attorney. Insured hereby irrevocably appoints BankDirect as Attorney-in-Fact with full power of substitution and full authority upon the occurrence of an Event of Default (defined below) to (i) effect cancellation of the Policies, (ii) receive any unearned premium or other amounts with respect to the Policies assigned as security herein, (iii) 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 BankDirect and (iv) sign any other instrument or document in the name of and on behalf of Insured to effectuate the purposes of this Agreement. Insured agrees that this appointment and authority cannot be revoked and is coupled with an interest 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 BankDirect to request reinstatement of such insurance Policy(ies), and Insured acknowledges that BankDirect has no authority or duty to reinstate coverage, and that such payments may be applied to Insured's obligations hereunder or under any other agreement with BankDirect, and any such payments will not affect BankDirect's rights or remedies under this Agreement.

5. Assignments. Insured agrees not to assign any rights, interests or obligations under any Policy or this Agreement without the prior written consent of BankDirect, except that BankDirect's consent is not required for the rights or interests of mortgagees and loss payees. BankDirect may assign its rights and interests under this Agreement without Insured's consent, and all rights and interests conferred upon BankDirect under this Agreement shall inure to BankDirect's successors and assigns.

6. Insufficient Funds (NSF) Fees. If an Insured's check or electronic funding is dishonored for any reason, Insured agrees to pay BankDirect a fee equal to $25 or the maximum amount permitted by applicable law.

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 premiums within thirty (30) days of the notification; or (f) Insured is in default under any other agreement with BankDirect.

8. Rights Upon Default. If an Event of Default occurs, BankDirect may at its option pursue any and all rights and remedies available, including but not limited to, the following: demand and receive immediate payment of the Loan and any other unpaid amounts due under this Agreement regardless of whether BankDirect has received any refund of unearned premium. BankDirect may take all necessary actions to enforce payment of any unpaid amounts due hereunder. To the extent not prohibited or limited by applicable law, BankDirect is entitled to collection costs and expenses paid or incurred by BankDirect as a result of or in connection with enforcing its rights and remedies under this Agreement and applicable law and to reasonable attorneys' fees if this Agreement is referred to an attorney who is not a salaried employee of BankDirect for collection or enforcement. BankDirect may cancel any or all of the Policies and collect any unearned premiums or other amounts payable under said Policies. Unearned premiums shall be payable to BankDirect only.

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

Total Premiums: $1,141,541.00

10. Finance Charge. The Finance Charge includes interest on the outstanding principal amount of the Loan. The Finance Charge is computed using a 365-day year. Interest on the Loan shall accrue from the Effective Date of this Agreement or the earliest policy effective date indicated in the Schedule of Policies,whichever is earlier, and continue to accrue until the Loan is paid in full. If BankDirect terminates this Agreement after an Event of Default, Insured will pay interest on the outstanding principal balance of the Loan at the maximum rate permitted under applicable law from the date of such termination until Insured pays the Loan and all other amounts due under this Agreement in full.

11. Service Fee. Insured shall pay to BankDirect a nonrefundable service fee on each Due Date in an amount equal to $0.00 in connection with administering the Loan.

12. Additional Premiums. Insured agrees to promptly pay to each applicable insurance company any additional premiums due on any Policy.

13. Agent. Agent is not the agent of BankDirect and Agent cannot bind BankDirect in any way. BankDirect is not Agent of any insurer and is not liable for any acts or omissions of any insurer. Agent is the agent of Insured, and Insured acknowledges that it has chosen to do business with 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 BankDirect hereunder.

14. Corrections. Except if prohibited by applicable law, BankDirect may correct any errors or omissions in this Agreement and if not known or corrected at the time of signature by or for Insured.

15. Force or Effect. This Agreement shall have no force or effect until accepted in writing by BankDirect.

16. Limitation of Liability: Claims Against BankDirect. Neither BANKDIRECT 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 BANKDIRECT or its assignee of the rights conferred herein, including but not limited to BANKDIRECT's exercise of the right of cancellation, except in the event of willful or intentional misconduct by BANKDIRECT.

17. Governing Law. This Agreement is governed by and construed and interpreted in accordance with the laws of the state where BankDirect accepts this Agreement. BankDirect shall, at its option, prosecute any action to enforce its rights and remedies hereunder in the Circuit Court of Cook County, Illinois, and Insured (i) irrevocably waives any objection to such venue and (ii) will honor any order issued by or judgment enforced in such court.

18. Miscellaneous. All rights and remedies in this Agreement are cumulative and not exclusive. If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be in full force and effect. This Agreement constitutes the entire agreement between BankDirect and Insured with respect to its subject matter and may not be modified except as agreed upon in writing. BankDirect's acceptance of late or partial payments shall not be deemed a waiver by BankDirect of any provisions of this Agreement, and BankDirect is entitled to require Insured to strictly comply with the terms hereof. If any amount contracted for or received by BankDirect hereunder is determined to violate any applicable law, BankDirect may return such prohibited amount to Insured without any further liability therefor or in respect thereof to the fullest extent permitted by law. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of 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.

19. CALIFORNIA RESIDENTS: FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

Insured agrees that, in accordance with Section 18608 of the California Financial Code, BankDirect's liability to Insured upon the exercise of BankDirect's authority to cancel the Policies shall be limited to the amount of the principal balance of this loan, except in the event of BankDirect's willful failure to mail the notice of cancellation required under California law.

New York Residents: No charges imposed for obtaining and servicing the financed policies, pursuant to Section 2119 (formerly 129) of the New York Insurance Laws, are financed hereunder unless specified in the Schedule of Policies.

In connection with the Policies scheduled herein, Agent represents and warrants to BankDirect and its successors and assigns that:

1. Payment. Agent shall remit all funds received from BankDirect and Insured promptly to the insurance company(ies) issuing the financed policy(ies). Agent shall segregate and hold all payments received by it from Insured or any insurance company listed in the Schedule of Policies with respect to the Loan or this Agreement in trust for BankDirect, shall have no right or interest in any such payments and shall immediately deliver all such payments to BankDirect for application to Insured's obligations hereunder.

2. Signatures Genuine. Insured's signature on both pages of this Agreement is genuine and authorized.

3. Authorization By Insured. If this Agreement has been signed by Agent on behalf of Insured, Agent has been fully authorized to sign this Agreement on behalf of Insured and Insured has authorized this transaction. Agent has given Insured a complete copy of this Agreement.

4. Authority of Agent. For each Policy, 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. The person signing this Agreement on behalf of Agent is authorized to do so. Agent is neither authorized to receive any payments from Insured under this Agreement nor to make any representations to Insured for or on behalf of BankDirect.

5. Not Agent of BankDirect. Agent is not an agent of BankDirect and is not authorized to bind BankDirect and has not made any representation to the contrary.

6. Recognition of Assignment. Agent recognizes the security interest granted in this Agreement, whereby Insured assigns to BankDirect all unearned premiums, dividends and certain loss payments. Upon cancellation of any of the Policies, Agent agrees to pay BankDirect all unearned commissions and unearned premiums upon receipt. If such funds are not remitted to BankDirect within ten (10) days of receipt by Agent, Agent agrees to pay BankDirect 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 BankDirect hereunder.

7. Down Payment. The down payment and any other payments due from Insured which Agent has agreed to collect, have been collected from Insured.

8. Policies: (a) are all cancelable by 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) upon cancellation by Insured or BankDirect, do not require advance notice of cancellation to any party, other than any notice required to be given by BankDirect; (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 an installment payment plan provided by the insurance company(ies); (f) are all cancelable policies; (g) are written for a term of at least one year; (h) are not for personal, family or household purposes; and (i) have no exceptions other than those indicated and comply with BankDirect's eligibility requirements. All information in this Agreement pertaining to the Policies is complete and correct.

9. Insured: (a) has not paid for the Policies other than as described in this Agreement; (b) has received a copy of this Agreement; and (c) is not the subject of any proceeding in bankruptcy, receivership or insolvency, or if Insured is the subject of such a proceeding, it is noted on the Agreement in the space in which Insured's name and address is placed. All information in this Agreement pertaining to Insured is complete and correct.

10. Miscellaneous. Agent agrees to indemnify and pay BankDirect for and hold BankDirect harmless from and against any losses, costs, damages, fees and expenses (including reasonable attorneys' fees, court costs and collection costs) paid or incurred by BankDirect or its assignee as a result of or in connection with any untrue or misleading representation or warranty made by Agent hereunder, any breach by Agent of this Agreement, any error committed by Agent in completing or failing to complete any portion of this Agreement, or any violation by Agent of any applicable law. Agent shall promptly notify BankDirect of any unpaid increased premiums for the Policies. This Agreement is a valid and enforceable agreement between BankDirect and Agent and there are no defenses to it.