

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE:

CASE NO.: CACE 24-005243

HERON POND CONDOMINIUM
ASSOCIATION, INC.

Petitioner.

v.

HERON POND CONDOMINIUM
ASSOCIATION, INC.,

Defendant/Respondent

**NOTICE OF FILING INSURANCE PROPOSALS AND PREMIUM FINANCE
AGREEMENT**

Daniel J. Stermer, not individually, but solely in his capacity as Court Appointed Receiver (the “Receiver”), over the Heron Pond Condominium Association, Inc., (the “Association”) by and through its undersigned counsel, hereby provides notice to the Court and all interested parties of the filing of the property insurance proposals for the applicant Heron Pond Condominium Association (the “Insurance Proposals”) attached here as **Composite Exhibit “A.”** The Insurance Proposals shall be considered in connection with *Receiver, Daniel J. Stermer’s Motion for Authority to Enter Into Insurance Policies and to be Filed Insurance Premium Finance Agreement* filed on June 12, 2024 (Filing#200436067, the “Insurance Motion”).

The Insurance Motion provided that the total annual premium for the Property and Casualty Insurance is \$522,488 which was the premium originally provided by the Broker. On June 17, 2024, Assured Broker’s provided the Receiver with formal quotes, which indicate the total annual premium for Property and Casualty Insurance is \$485,475.50, a reduction of \$37,012.50.

The Receiver is also attaching a copy of the proposed Premium Finance Agreement (the “Premium Finance Agreement”) with First Insurance Funding, a wintrust Company (“FIF”) for the financing of the Association’s Insurance Policies. A true and correct copy of the Premium Finance Agreement is attached hereto as **Exhibit “B”**.

Pursuant to the Premium Finance Agreement, FIF will provide financing to the Association for the purchase of the Insurance policies, which are essential for the operation of the Debtor’s business. Under the Premium Finance Agreement, the total premium amount is \$549,000.50 and the total amount to be financed is \$496,086.96, based on a down payment in the amount of \$52,913.54. Under the Premium Finance Agreement and based on the \$496,086.96 financed, the Association will become obligated to pay FIF the sum of \$496,086.96 in eleven (11) monthly installments of \$47,226.86 each. The installment payments are normally due on the 12th day of each month. As collateral to secure the repayment of the total of payments, any late charges, attorney’s fees and costs under the Premium Finance Agreement, the Association is granting FIF a first priority lien on and security interest in the financed policies and any additional premium required under the financed policies listed in the Schedule of Policies, including (a) all returned or unearned premiums, (b) all additional cash contributions or collateral amounts assessed by the insurance companies in relation to the financed policies and financed by FIF hereunder, (c) any credits generated by the financed policies, (d) dividend payments, and (e) loss payments which reduce unearned premiums as set forth in the Premium Finance Agreement. Pursuant to the terms of the Premium Finance Agreement, the Association is appointing FIF, as its attorney-in-fact with the irrevocable power to cancel the Insurance Policies and collect the unearned premium in the event the Association is in default of its obligations under the Premium Finance Agreement.

Dated: June 17, 2024

Respectfully submitted,

BERGER SINGERMAN LLP
Counsel for Receiver
313 North Monroe Street, Suite 301
Tallahassee, FL 32301
Tel. (850) 561-3010
Fax (850) 561-3013

By: /s/ *Brian G. Rich*

Brian G. Rich
Florida Bar No. 38229
brich@bergersingerman.com
Jeffrey Wertman
jwertman@bergersingerman.com
Florida Bar No.
Michael J. Niles
Florida Bar No. 107203
mniles@bergersingerman.com

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I **HEREBY CERTIFY** that on this 17th day of June 2024, the foregoing was filed electronically through the Florida Court's E-Filing Portal, which will send notice of electronic filing to all electronic service parties.

By: /s/ *Brian G. Rich*
Brian G. Rich

COMPOSITE EXHIBIT A



RT Specialty
1551 Sawgrass Corp Pkwy
Fort Lauderdale, FL 33323
Reid Coningsby
678-941-0391

Insurance Proposal

May 31, 2024

AssuredPartners of Florida, LLC

Attn: Carmen Martinez
1211 South Military Trail, Ste 150 Deerfield Beach, FL 33442

Applicant: Heron Pond Condominium Association Inc.
8400 SW 1st Street
Pembroke Pines, FL 33025

Submission #: APP89989216
Policy Period: 05/31/2024 12:01 AM To 05/31/2025 12:01 AM
Coverage: Property

Issuing Company: Certain Underwriters at Lloyd's, London

We are pleased to submit our proposal for the above captioned applicant.

Please read the attached quote carefully as coverage offered may be more limited than coverage requested.

Note :

Minimum earned premium may apply to this policy. See attached carrier quote for specifics. Please note that all fees are fully earned at inception.

TRIA coverage if applicable is offered on the attached carrier's quote.

Please review any minimum and deposit, audit, and/or cancellation provisions on the attached carrier quote for details regarding possible return premiums and additional premium charges.

I look forward to hearing from you, and please call if you have any questions.

Thank you for your business.

Regards,

Reid Coningsby
Executive Vice President
RT Specialty
reid.coningsby@rtspecialty.com
678-941-0391

Rose Wilson
Associate Underwriter
RT Specialty
rose.wilson@rtspecialty.com
754-255-7439



RT Specialty
 1551 Sawgrass Corp Pkwy
 Fort Lauderdale, FL 33323
 Reid Coningsby
 678-941-0391

Insurance Proposal

Cost Summary

Property Premium	\$320,000.00
FL Surplus Lines Tax	\$15,857.40
FL Stamp Fee	\$192.60
Florida Non-Residential Surcharge	\$4.00
Policy Fee	\$1,000.00

Total Policy Cost **\$337,054.00**

Minimum Earned

Note: There may be a minimum earned on this policy. Please refer to the carrier quote for more details on the minimum earned percentage.

Agent Commission: 10.00%

Disclosures

RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the Insurer.

Depending upon the Insurer involved with your placement, we might also have an agreement with the Insurer that we are proposing for this placement that might pay us future additional compensation. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement. You, as the retail broker with the direct relationship with the Insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).



RT Specialty
1551 Sawgrass Corp Pkwy
Fort Lauderdale, FL 33323
Reid Coningsby
678-941-0391

Insurance Proposal

Conditions

- Since wind is a covered peril, a different minimum earned premium will apply and may be up to 100% of the annual policy premium.

Note that if we do not receive the required information as outlined above, we will be unable to issue a binder if requested.

Remarks

Cover letter reflects estimated premium for \$2.5M P based on \$125 / sqft amending to RCV (ACV roof).
Non-binding indication pending approval from underwriters.



RT Specialty
1551 Sawgrass Corp Pkwy
Fort Lauderdale, FL 33323
Reid Coningsby
678-941-0391

Insurance Proposal

NOTICE

Occurrence Limit of Liability

(OLLE) Scheduled Limits

Blanket coverage for first-party property insurance risks has become increasingly difficult to secure and often is not available regardless of price.

Please note that your quote may not provide coverage on a blanket basis and, based on current market conditions, a blanket coverage option might not be available. Any reference(s) to an Occurrence Limit of Liability Endorsement (OLLE), margin clause, maximum amount payable, and/or scheduled limits indicate that blanket coverage is not provided. Instead, the amount of recovery afforded by the policy is limited in some respect to the amount(s) set forth on the Statement of Values (SOV) provided to the insurer. This potentially can materially reduce the insured's recovery in the event of a loss as compared to blanket coverage. Additionally, the policy language for these clauses may vary by insurer and some insurers limit the amount recoverable for extensions of coverage, additional coverages, and additional covered property to the values as shown on the SOV.

Please review this quote very carefully to determine if coverage is being offered or provided on a blanket, or some other more limited, basis.

As such, we strongly recommend that you confirm that the insured is in agreement that they have provided full and accurate amounts for the values set forth on the SOV. RT Specialty expressly disclaims any responsibility for the accuracy or adequacy of the values provided on an SOV. We also note that all decisions concerning coverage and the application of the terms, provisions, conditions, limitations or exclusions of the policy to any claim are made exclusively by the insurers.

Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the insured sign the form:

"As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

Please click on the link below to access the Diligent/Effort Matrix:

<https://www.fslso.com/BusinessForms/Matrix>

Surplus Lines Disclosure and Acknowledgement

At my direction, AssuredPartners of Florida, LLC
name of insurance agency has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Heron Pond Condominium Association Inc.

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Harman Kemp North America, Ltd

Name of Excess and Surplus Lines Carrier

Type of Insurance

05/31/2024

Effective Date of Coverage

FLORIDA FACE PAGE

Policy #: APP89989216

Insured's Name: Heron Pond Condominium Association Inc.

Policy Dates: From: 05/31/2024 To: 05/31/2025

Surplus Lines Agent's Name: Jeff Aumick

Surplus Lines Agent's Physical Address: 150 S. US Highway 1, 3rd Fl
Jupiter, FL 33477

Surplus Lines Agent's License #: A009843

Producing Agent's Name: Carmen Martinez

Producing Agent's Physical Address: 1211 South Military Trail, Ste 150
Deerfield Beach, FL 33442

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Premium: \$320,000.00

SL Agent Policy Fee: \$1,000.00

Inspection Fee:

Other Policy Fees: \$0.00

Tax: \$15,857.40

FSLSO Service Fee: \$192.60

EMPA Surcharge: \$4.00

Surplus Lines Agent's Countersignature:



THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

Diligent Effort/Surplus Lines Disclosure Matrix

Requirements if coverage is exported

Most commercial coverages*	Signed surplus lines disclosure form
All others including but not limited to residential, residential multiperil, and commercial residential	Diligent effort form and compliance with F. S. 626.916**

*** Commercial Coverages Subject to Disclosure Form:**

- Commercial excess or umbrella insurance
- Surety and fidelity insurance
- Boiler and machinery insurance and leakage and fire extinguishing equipment insurance
- Errors and omissions insurance ("E&O")/professional liability (does not include medical malpractice)
- Directors' and officers', employment practices, fiduciary liability and management liability insurance
- Intellectual property and patent infringement liability insurance
- Advertising injury and Internet liability insurance
- Property risks rated under a highly protected risks rating plan
- General liability (includes commercial liability policies designed to cover the legal liability for death, injury or disability of any human being, or for damage to property, irrespective of legal liability of the insured)
- Nonresidential property (except for collateral protection insurance as defined in §624.6085)
- Nonresidential multiperil (package policies)
- Excess property (nonresidential)
- Burglary and theft
- Other types of commercial lines, categories or kinds of insurance or types of commercial lines risks determined by OIR

+Effective July 1, 2013, the following lines will be added:

- Medical malpractice for a facility that is not a hospital licensed under chapter 395, a nursing home licensed under part II of chapter 400, or an assisted living facility licensed under part I of chapter 429.
- Medical malpractice for a health care practitioner who is not a dentist licensed under chapter 466, a physician licensed under chapter 458, an osteopathic physician licensed under chapter 459, a chiropractic physician licensed under chapter 460, a podiatric physician licensed under chapter 461, a pharmacist licensed under chapter 465, or a pharmacy technician registered under chapter 465

**** F.S. 626.916 eligibility for export requirements include:**

(a) The required diligent effort form (three declinations from authorized insurers currently writing the type of coverage to be exported) to be completed by the retail agent; (b) The premium rate at which the coverage is exported shall not be lower than that of authorized insurers writing the same coverage on a similar risk; (c) The policy or contract form under which the insurance is exported shall not be more favorable to the insured than similar forms of authorized insurers actually writing similar coverages; (d) The policy or contract under which the insurance is exported shall not provide for deductible amounts other than those available under similar policies or contracts in use by one or more authorized insurers.

STATEMENT OF DILIGENT EFFORT

I, Carmen Martinez License #: _____
Name of Retail/Producing Agent

Name of Agency: AssuredPartners of Florida, LLC

Have sought to obtain:

Specific Type of Coverage _____ for

Named Insured Heron Pond Condominium Association Inc. from the following authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination):* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable):*

(2) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination):* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable):*

(3) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination):* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable):*

Signature of Retail/Producing Agent

Date

"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.

Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.

DOCUMENT SEPARATOR



RT Specialty
1551 Sawgrass Corp Pkwy
Fort Lauderdale, FL 33323
Reid Coningsby
678-941-0391

Insurance Proposal

May 31, 2024

AssuredPartners of Florida, LLC

Attn: Carmen Martinez

1211 South Military Trail, Ste 150 Deerfield Beach, FL 33442

Applicant: Heron Pond Condominium Association Inc.
8400 SW 1st Street
Pembroke Pines, FL 33025

Submission #: APP89989216

Policy Period: 05/31/2024 12:01 AM To 05/31/2025 12:01 AM

Coverage: Property

Issuing Company: Kinsale Insurance Company

We are pleased to submit our proposal for the above captioned applicant.

Please read the attached quote carefully as coverage offered may be more limited than coverage requested.

Note :

Minimum earned premium may apply to this policy. See attached carrier quote for specifics. Please note that all fees are fully earned at inception.

TRIA coverage if applicable is offered on the attached carrier's quote.

Please review any minimum and deposit, audit, and/or cancellation provisions on the attached carrier quote for details regarding possible return premiums and additional premium charges.

I look forward to hearing from you, and please call if you have any questions.

Thank you for your business.

Regards,

Reid Coningsby
Executive Vice President
RT Specialty
reid.coningsby@rtspecialty.com
678-941-0391

Rose Wilson
Associate Underwriter
RT Specialty
rose.wilson@rtspecialty.com
754-255-7439



RT Specialty
 1551 Sawgrass Corp Pkwy
 Fort Lauderdale, FL 33323
 Reid Coningsby
 678-941-0391

Insurance Proposal

Cost Summary

Property Premium	\$140,000.00
FL Surplus Lines Tax	\$6,982.69
FL Stamp Fee	\$84.81
Florida Non-Residential Surcharge	\$4.00
Policy Fee	\$1,000.00
Carrier Policy Fee	\$350.00

Total Policy Cost **\$148,421.50**

Minimum Earned

Note: There may be a minimum earned on this policy. Please refer to the carrier quote for more details on the minimum earned percentage.

Agent Commission: 10.00%

Disclosures

RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the Insurer.

Depending upon the Insurer involved with your placement, we might also have an agreement with the Insurer that we are proposing for this placement that might pay us future additional compensation. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement. You, as the retail broker with the direct relationship with the Insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).



RT Specialty
1551 Sawgrass Corp Pkwy
Fort Lauderdale, FL 33323
Reid Coningsby
678-941-0391

Insurance Proposal

Conditions

- Since wind is a covered peril, a different minimum earned premium will apply and may be up to 100% of the annual policy premium.

Note that if we do not receive the required information as outlined above, we will be unable to issue a binder if requested.

Remarks

THIS COVER LETTER DOES NOT SUPERCEDE OR MODIFY ANY OF THE TERMS AND CONDITIONS OF THE CARRIER ISSUED QUOTE OR BINDER. YOU SHOULD REVIEW THE CARRIER ISSUED QUOTE OR BINDER FOR SPECIFIC TERMS AND CONDITIONS. ADDITIONAL INFORMATION, INCLUDING COPIES OF FORMS REFERENCED ON THE QUOTE OR BINDER ARE AVAILABLE FROM YOUR ALL RISKS CONTACT.

TRIA COVERAGE IS OPTIONAL AND CAN BE ADDED FOR AN ADDITIONAL PREMIUM, AS SHOWN ON CARRIERS QUOTE ATTACHED.

Cover letter reflects \$2.5M x \$2.5M if ITV updated to \$125 / sqft



RT Specialty
1551 Sawgrass Corp Pkwy
Fort Lauderdale, FL 33323
Reid Coningsby
678-941-0391

Insurance Proposal

NOTICE

Occurrence Limit of Liability

(OLLE) Scheduled Limits

Blanket coverage for first-party property insurance risks has become increasingly difficult to secure and often is not available regardless of price.

Please note that your quote may not provide coverage on a blanket basis and, based on current market conditions, a blanket coverage option might not be available. Any reference(s) to an Occurrence Limit of Liability Endorsement (OLLE), margin clause, maximum amount payable, and/or scheduled limits indicate that blanket coverage is not provided. Instead, the amount of recovery afforded by the policy is limited in some respect to the amount(s) set forth on the Statement of Values (SOV) provided to the insurer. This potentially can materially reduce the insured's recovery in the event of a loss as compared to blanket coverage. Additionally, the policy language for these clauses may vary by insurer and some insurers limit the amount recoverable for extensions of coverage, additional coverages, and additional covered property to the values as shown on the SOV.

Please review this quote very carefully to determine if coverage is being offered or provided on a blanket, or some other more limited, basis.

As such, we strongly recommend that you confirm that the insured is in agreement that they have provided full and accurate amounts for the values set forth on the SOV. RT Specialty expressly disclaims any responsibility for the accuracy or adequacy of the values provided on an SOV. We also note that all decisions concerning coverage and the application of the terms, provisions, conditions, limitations or exclusions of the policy to any claim are made exclusively by the insurers.



Insurance quote presented to:

RSG Specialty, LLC - Lake Mary, FL (AR)

Reid Coningsby

For

Heron Pond Condominium Association Inc

Proposed policy period

05/31/2024 - 05/31/2025

05/31/2024

NO FLAT CANCELLATIONS ONCE COVERAGE IS BOUND

Kinsale Insurance Company P.O. Box 17008 Richmond, VA 23226
Phone (804) 289-1300 Fax (804) 673-5697
www.kinsaleins.com

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: X

RSG Specialty, LLC - Lake Mary, FL (AR) - Reid Coningsby

QUOTE

RE: Heron Pond Condominium Association Inc
8400 SW 1st Street
Pembroke Pines, FL 33025

Submission #:04970869
Quote Letter #:17559156
Quote Date:05/31/2024

We are pleased to offer the following quote. This quote is valid until 05/31/2024 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

Company: Kinsale Insurance Company

Policy Term: 05/31/2024 - 05/31/2025

Limit(s) of Liability \$2,500,000 x/s \$2,500,000 Per Occurrence
Deductibles As per underlying policy
Total Insurable Value: \$24,338,305

Total Premium:	\$130,000	Minimum Premium Earned:	35.00%
Terrorism (Optional):	\$6,500		
Company Fees:	\$350	Coinsurance PD:	N/A
		BI:	N/A

Company Fees are fully earned. Premium is 100% minimum and deposit. Taxes, fees and surcharges are the responsibility of the broker. Once bound, coverage cannot be cancelled flat. If you cancel coverage or the policy, the greater of the minimum earned premium or the 10% short-rate penalty will apply.

Deductible Locations

As per underlying policy

Comments:

THIS POLICY MAY INCLUDE ONE OR MORE ENDORSEMENTS THAT LIMIT OR EXCLUDE COVERAGE FOR LOSS OR DAMAGE ARISING OUT OF WILDFIRE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Kinsale's Commercial Property Division will agree to bind this quote only if we have not already received another Commercial Property bind order for the same applicant. Kinsale will not bind more than one Commercial Property submission for the same applicant whether primary, excess, or any combination of these.

If any claims are reported to any primary carrier (for excess) or to Kinsale after a renewal quote has been issued, the renewal quote is withdrawn and may not be bound pending further review.

Refer to the pages following the quote for binding restrictions.

Copy of Primary Policy within 30 days of binding

Notations on any Statement of Values provided to Kinsale are not binding. Please review the OLLE endorsement attached to the Policy for details as to how the listed values will apply.

Valuation:

As per Primary policy valuation.

Contingencies:

This Quote is subject to our receipt and acceptance of the following items:

- 1) 5 years of loss runs required, valued within 60 days of inception. Any adverse loss activity not currently reported to us, including increases in prior loss reserves or payments, may affect our pricing, terms, and/or acceptability of this risk.
- 2) Copy of underlying quote PRIOR to binding, subject to review and approval.
- 3) Copy of primary binder/policy number at binding.
- 4) Copy of complete underlying schedule at binding.

Contingency items must be submitted to a Kinsale Underwriter for favorable review prior to a bind request to confirm this quote remains valid. Quote is subject to revision or withdrawal pending final review.

Exclusions and Endorsements:

XPF1000-0820 - Excess Property Insurance Policy Declarations
PRP9003-0524 - Notice - Where to Report a Claim
ADF4001-0110 - Schedule of Forms
XPF1001-0921 - Excess Property Follow Form Policy Schedule of Underlying Insurance
XPF0001-0922 - Excess Property Policy
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
ADF3002-0110 - Exclusion - Terrorism
IL0953-0115 - Exclusion of Certified Acts of Terrorism
ADF9023-0812 - Florida Changes - Cancellation and Non-Renewal
PRP2002-1221 - Minimum Earned Premium Endorsement (35%)
XPF3006-0720 - Exclusion - Earth Movement (Defined)
XPF3008-0720 - Exclusion- Flood (Defined)
XPF2008-1121 - Occurrence Limit Of Liability Endorsement
XPF3029-0623 - Exclusion - Boiler and Machinery
XPF3030-0324 - Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)

Kinsale Insurance Company
P. O. Box 17008
Richmond, VA 23226
(804) 289-1300
www.kinsaleins.com

No new business or increased coverage on in-force business shall be bound for any account with any properties/locations/operations subject to the perils falling into the below categories:

Earthquake: within 50 miles of the epicenter of an earthquake recorded at 5.0 or greater in the last 72 hours.

Flood: in areas with an imminent flood watch or warning as declared by NOAA or other governmental agencies in the last 72 hours.

Riot/Looting: within 5 miles of active riots/looting.

Wildfire: within 20 miles of an active wildfire.

Wind: in areas with a tropical storm warning or watch as declared by the National Weather Service or NOAA in the last 72 hours

Kinsale reserves the right to declare additional binding moratoriums as needed. Kinsale reserves the right to deny binding or bind with exclusions for the involved peril and/or property.

If any of the above categories apply before or after the account is quoted, the quote is immediately revised to automatically completely exclude the impacted properties unless and until a Kinsale underwriter approves a change to the quote. If any of the above categories apply, the broker must seek Kinsale approval to bind the account.

NOTICE-OFFER OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended (“the Act”), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS **WELL AS INSURERS’ LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION.** IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR “INSURED LOSSES” AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.

YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM. The Act provides that a separate premium is to be charged for insurance for an “act of terrorism” covered by the Act.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

If you choose not to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Rejection box below and sign and date in the space provided.

If you choose to purchase coverage for certified acts of terrorism, you must check the Terrorism Coverage Selection box below, sign and date in the space provided and remit the quoted premium amount indicated below.

<input type="checkbox"/>	TERRORISM COVERAGE REJECTION I hereby acknowledge that I have been notified of my right to purchase coverage for certified acts of terrorism and that I voluntarily elect not to purchase such coverage. I understand that I will have no coverage for losses arising from acts of terrorism as defined above.
<input type="checkbox"/>	TERRORISM COVERAGE SELECTION I hereby elect to purchase coverage for certified acts of terrorism for a premium of \$ _____

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act. Failure to sign this form will neither grant nor invalidate coverage.

Applicant’s Name

Insurance Company

Authorized Signature

Date

Print Name

Policy Number/Effective Date

Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the insured sign the form:

"As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

Please click on the link below to access the Diligent/Effort Matrix:

<https://www.fslso.com/BusinessForms/Matrix>

Surplus Lines Disclosure and Acknowledgement

At my direction, AssuredPartners of Florida, LLC
name of insurance agency has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Heron Pond Condominium Association Inc.

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Harman Kemp North America, Ltd

Name of Excess and Surplus Lines Carrier

Type of Insurance

05/31/2024

Effective Date of Coverage

FLORIDA FACE PAGE

Policy #: APP89989216

Insured's Name: Heron Pond Condominium Association Inc.

Policy Dates: From: 05/31/2024 To: 05/31/2025

Surplus Lines Agent's Name: Jeff Aumick

Surplus Lines Agent's Physical Address: 150 S. US Highway 1, 3rd Fl
Jupiter, FL 33477

Surplus Lines Agent's License #: A009843

Producing Agent's Name: Carmen Martinez

Producing Agent's Physical Address: 1211 South Military Trail, Ste 150
Deerfield Beach, FL 33442

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Premium: \$320,000.00

SL Agent Policy Fee: \$1,000.00

Inspection Fee:

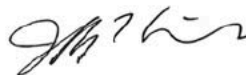
Other Policy Fees: \$0.00

Tax: \$15,857.40

FSLSO Service Fee: \$192.60

EMPA Surcharge: \$4.00

Surplus Lines Agent's Countersignature:



THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

Diligent Effort/Surplus Lines Disclosure Matrix

Requirements if coverage is exported

Most commercial coverages*	Signed surplus lines disclosure form
All others including but not limited to residential, residential multiperil, and commercial residential	Diligent effort form and compliance with F. S. 626.916**

*** Commercial Coverages Subject to Disclosure Form:**

- Commercial excess or umbrella insurance
- Surety and fidelity insurance
- Boiler and machinery insurance and leakage and fire extinguishing equipment insurance
- Errors and omissions insurance ("E&O")/professional liability (does not include medical malpractice)
- Directors' and officers', employment practices, fiduciary liability and management liability insurance
- Intellectual property and patent infringement liability insurance
- Advertising injury and Internet liability insurance
- Property risks rated under a highly protected risks rating plan
- General liability (includes commercial liability policies designed to cover the legal liability for death, injury or disability of any human being, or for damage to property, irrespective of legal liability of the insured)
- Nonresidential property (except for collateral protection insurance as defined in §624.6085)
- Nonresidential multiperil (package policies)
- Excess property (nonresidential)
- Burglary and theft
- Other types of commercial lines, categories or kinds of insurance or types of commercial lines risks determined by OIR

+Effective July 1, 2013, the following lines will be added:

- Medical malpractice for a facility that is not a hospital licensed under chapter 395, a nursing home licensed under part II of chapter 400, or an assisted living facility licensed under part I of chapter 429.
- Medical malpractice for a health care practitioner who is not a dentist licensed under chapter 466, a physician licensed under chapter 458, an osteopathic physician licensed under chapter 459, a chiropractic physician licensed under chapter 460, a podiatric physician licensed under chapter 461, a pharmacist licensed under chapter 465, or a pharmacy technician registered under chapter 465

**** F.S. 626.916 eligibility for export requirements include:**

(a) The required diligent effort form (three declinations from authorized insurers currently writing the type of coverage to be exported) to be completed by the retail agent; (b) The premium rate at which the coverage is exported shall not be lower than that of authorized insurers writing the same coverage on a similar risk; (c) The policy or contract form under which the insurance is exported shall not be more favorable to the insured than similar forms of authorized insurers actually writing similar coverages; (d) The policy or contract under which the insurance is exported shall not provide for deductible amounts other than those available under similar policies or contracts in use by one or more authorized insurers.

STATEMENT OF DILIGENT EFFORT

I, Carmen Martinez License #: _____
Name of Retail/Producing Agent

Name of Agency: AssuredPartners of Florida, LLC

Have sought to obtain:

Specific Type of Coverage _____ for

Named Insured Heron Pond Condominium Association Inc. from the following authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination):* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable):*

(2) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination):* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable):*

(3) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination):* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable):*

Signature of Retail/Producing Agent

Date

"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.

Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.

DOCUMENT SEPARATOR



RT Specialty
1551 Sawgrass Corp Pkwy
Fort Lauderdale, FL 33323
Reid Coningsby
678-941-0391

Insurance Proposal

June 11, 2024

AssuredPartners of Florida, LLC

Attn: Carmen Martinez
1211 South Military Trail, Ste 150 Deerfield Beach, FL 33442

Applicant: Heron Pond Condominium Association Inc.
8400 SW 1st Street
Pembroke Pines, FL 33025

Submission #: APP89989216

Policy Period: 06/12/2024 12:01 AM To 06/12/2025 12:01 AM

Coverage: Liability

Issuing Company: Kinsale Insurance Company

We are pleased to submit our proposal for the above captioned applicant.

Please read the attached quote carefully as coverage offered may be more limited than coverage requested.

Note :

Minimum earned premium may apply to this policy. See attached carrier quote for specifics. Please note that all fees are fully earned at inception.

TRIA coverage if applicable is offered on the attached carrier's quote.

Please review any minimum and deposit, audit, and/or cancellation provisions on the attached carrier quote for details regarding possible return premiums and additional premium charges.

I look forward to hearing from you, and please call if you have any questions.

Thank you for your business.

Regards,

Reid Coningsby
Executive Vice President
RT Specialty
reid.coningsby@rtspecialty.com
678-941-0391

Rose Wilson
Associate Underwriter
RT Specialty
rose.wilson@rtspecialty.com
754-255-7439



RT Specialty
 1551 Sawgrass Corp Pkwy
 Fort Lauderdale, FL 33323
 Reid Coningsby
 678-941-0391

Insurance Proposal

Cost Summary

General Liability Premium	\$59,000.00
Policy Fee	\$1,000.00
Carrier Policy Fee	\$500.00
FL Surplus Lines Tax	\$2,988.70
FL Stamp Fee	\$36.30
Total Policy Cost	\$63,525.00

Minimum Earned

Note: There may be a minimum earned on this policy. Please refer to the carrier quote for more details on the minimum earned percentage.

Agent Commission: 10.00%

Disclosures

RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the Insurer.

Depending upon the Insurer involved with your placement, we might also have an agreement with the Insurer that we are proposing for this placement that might pay us future additional compensation. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement. You, as the retail broker with the direct relationship with the Insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).



RT Specialty
1551 Sawgrass Corp Pkwy
Fort Lauderdale, FL 33323
Reid Coningsby
678-941-0391

Insurance Proposal

Remarks

THIS COVER LETTER DOES NOT SUPERCEDE OR MODIFY ANY OF THE TERMS AND CONDITIONS OF THE CARRIER ISSUED QUOTE OR BINDER. YOU SHOULD REVIEW THE CARRIER ISSUED QUOTE OR BINDER FOR SPECIFIC TERMS AND CONDITIONS. ADDITIONAL INFORMATION, INCLUDING COPIES OF FORMS REFERENCED ON THE QUOTE OR BINDER ARE AVAILABLE FROM YOUR RT SPECIALTY CONTACT.



Insurance quote presented to:

RSG Specialty, LLC - Atlanta, GA

Weonjin Sung

For

Heron Pond Condominium Association Inc

Proposed policy period

06/12/2024 - 06/12/2025

06/11/2024

NO FLAT CANCELLATIONS ONCE COVERAGE IS BOUND

Kinsale Insurance Company P.O. Box 17008 Richmond, VA 23226
Phone (804) 289-1300 Fax (804) 673-5697
www.kinsaleins.com

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: X

RSG Specialty, LLC - Atlanta, GA - Weonjin Sung

QUOTE

RE: Heron Pond Condominium Association Inc
8400 SW 1st Street
Pembroke Pines, FL 33025

Submission #:04999431
Quote Letter #:17669229
Quote Date:06/11/2024

Company: Kinsale Insurance Company

Policy Term: 06/12/2024 - 06/12/2025

Coverage Form: Commercial General Liability - Occurrence

Retro Date: n/a

Description Of Operations: Condominium Association

We are pleased to offer the following quote. This quote is valid until 06/12/2024 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

Limits

Each Occurrence Limit	\$1,000,000
Damages to Premises Rented to You Limit	\$100,000
Medical Expense Limit	Excluded
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations Aggregate Limit	\$2,000,000

Additional Coverages

Active Assailant Coverage \$100k/\$50k/\$25k/\$0 Ded.

Deductibles

General Liability Per Occurrence \$5,000

** Deductibles apply to all coverages, damages, and expenses.

Sublimits

Firearms \$100K / \$100K
Assault & Battery - Defense Within - GL \$100K / \$100K

Coverage Enhancements

AI - As Required by Written Contract
AI - Mortgagee as Required by Written Contract
AI - Managers or Lessors of Premises as Required by Written Contract
AI - Lessor of Leased Equipment

Rate	192.38
Active Assailant Coverage	\$325
Premium	\$59,000
Company Fees	\$500
Total Due at Inception	\$59,500
Minimum Earned Premium At Binding	25.00%
Minimum Deposit Premium	100.00%

Company Fees are fully earned.

Premium is 100.00% minimum and deposit.

Taxes, fees and surcharges are the responsibility of the broker.

If this quote indicates the policy would be subject to audit, the initial premium charged is estimated and considered a deposit premium, the final premium charged for the policy will be determined by audit based on the actual risk exposure during the policy term. Audit will take place at the end of the policy term or upon policy cancellation.

Basis of Premium

Class Description	Exposure Base	Exposure Units	Rate
Condominiums - Residential - Garden Style - (association risk only)	per Unit	304	189.2237
Swimming Pools - Not Otherwise Classified	per Swimming Pool	1	1151.0000

Locations

1. 8320 SW 1 Street, Pembroke Pines, FL 33025

Contingencies:

This Quote is subject to our receipt and acceptance of the following items:

- 1) Subject to confirmation agent is in receipt of 25% minimum earned premium payment.
- 2) Subject to our receipt and acceptance of currently valued GL loss runs from the last 5 years - required prior to binding. The valuation date of loss runs must be no more than 60 days prior to the effective date.
- 3) Confirmation that swimming pools are equipped with anti-entrapment drain covers
- 4) Subject to confirmation that all maintenance, landscape, elevator & sprinkler (if any) contractors provide the insured with COI to include A/I status and have written hold harmless agreements in place in favor of the insured.
- 5) Subject to confirmation and our acceptance of the insurable interest/operations of each Named Insured listed on this quote. See note below regarding schedule of Named Insureds.
- 6) Subject to currently signed and dated ACORD application - needed to bind.
- 7) Subject to acknowledgement that all policy change or cancellation requests will be provided to Kinsale in advance of policy change or cancellation effective dates. Kinsale will not backdate if requests are received after the intended effective date.

The schedule of Named Insureds will include only the entities listed on this quote (and will not include entities requested in the submission, but not listed in this quote). Any adjustments to this schedule will be made effective no earlier than the date a request to amend the schedule is received by Kinsale.

Kinsale does not include the following class codes on our quotes: streets/roads/highways, sports courts, playgrounds, and clubhouses. If showing these class codes on quotes/policies is a requirement or preference, please provide a written request to add these class codes before binding. A written request does not include listing these exposures on the Acord or in other application documents. Kinsale will not backdate the addition of these class codes, and a request to add after the effective date will require an endorsement premium.

Additional information for the 40- or 50-Year Recertification Contingency (only applicable if the 40- or 50-Year Recertification Contingency is listed on the numbered list of contingencies above)

If the Contingency for the 40- or 50-Year Inspection is included in the list of contingencies above (Subject to receipt of the insured's 40-year building recertification inspection showing certification by a licensed engineer. If repairs were required, document the repairs needed and the date the repairs will be completed), please note the following information:

Kinsale will require a copy of the insured's 40- or 50-Year Recertification Inspection and a copy of the final certification from the municipality where the building is located. The acceptability of these documents will be determined on a case-by-case basis. If there are repairs required for the insured to receive the 40- or 50-Year Recertification, we will require documentation demonstrating the specific work required, the scope of the work to fix any issues, and the timeline for when the work will be completed. Please note, we reserve the right to decline to bind after reviewing either the recertification inspection, the scope of work required, or the construction timeline.

Also, please note that if the presence of ongoing repairs is not disclosed on the submission and Kinsale discovers this at binding, we will attach an All Construction Exclusion to our policy effective inception in addition to reviewing our ability to bind.

Comments:

Pricing, terms, or viability of this quote may change pending review of the contingency items noted above. We may rescind this quote in the event these items are unavailable for review.

Exclusions and Endorsements:

CAS1000-0521 - Commercial General Liability Declarations
ADF9013-0524 - Notice - Where to Report a Claim
ADF4001-0110 - Schedule of Forms
ADF0001-0221 - Active Assailant Coverage Endorsement
CG0001-0413 - Commercial General Liability Coverage Form

ADF2000-0622 - Policy Amendment - Extrinsic Evidence
CAS2004-0110 - Deductible Endorsement
CAS2007-0222 - Common Conditions - Casualty
CAS2034-0621 - Scheduled Named Insured Endorsement
CAS2042-0418 - Limitation of Coverage A and Coverage C to Designated Location(s) or Project(s) or Event(s)
CG2004-1185 - Additional Insured - Condominium Unit Owners
CG2034-1219 - Additional Insured - Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement with You
ADF4002-1120 - Basis of Premium
CAS4018-1121 - Additional Policy Provisions - Premium
CAS4037-0320 - Amended Limit of Insurance - Assault and Battery - Supplementary Payments Inside Sublimits
CAS4054-1220 - Amendment of Personal and Advertising Injury Definition
CAS4130-0424 - Amended Limits of Insurance - Firearms - Supplementary Payments within Sublimits
ADF3003-0922 - Exclusion - Absolute Pollution and Pollution Related Liability
ADF3010-0110 - Exclusion- Nuclear, Biological or Chemical Materials
ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism
ADF3017-0622 - Exclusion - Biometric Information Privacy Laws
CAS3009-0110 - Exclusion-Medical Payments
CAS3011-0220 - Exclusion - New Entities (Commercial General Liability)
CAS3017-0110 - Exclusion- Absolute Auto, Aircraft and Watercraft
CAS3019-0320 - Exclusion - Liquor Liability
CAS3043-0621 - Additional Policy Exclusions
CAS3069-0110 - Exclusion- Construction Activities
CAS3086-1121 - Exclusion - Water Related Bodily Injury and Property Damage
CAS3098-1120 - Exclusion - Named Insured vs. Named Insured
CAS3103-0718 - Exclusions - Eviction and Failure to Maintain
CAS3108-0420 - Amended Exclusion - Recording and Distribution of Material or Information- General Liability
CAS3124-0616 - Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information
CAS3140-0524 - Exclusion - Pathogen and Related Hazards
CAS3145-0424 - Exclusion - Cancer
CAS3198-0524 - Exclusion - Special Events
CAS3199-0324 - Absolute Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
CAS5010-0420 - Additional Insured as Required by Written Contract
CAS5016-0420 - Additional Insured As Required By Written Contract - Mortgagee, Assignee, or Receiver
CAS5017-0420 - Additional Insured As Required By Written Contract - Managers or Lessors of Premises
CAS5018-0420 - Additional Insured- State or Governmental Agency or Subdivision or Political Subdivision Permits - Blanket
ADF9010-0321 - Notice of Terrorism Insurance Coverage
IL0021-0908 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act
ADF9023-0812 - Florida Changes - Cancellation and Non-Renewal
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
CAS3241-0324 - Exclusion - Opioids and Narcotics

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us. By accepting this quote, you consent to receiving the policy electronically. You agree that such electronic delivery satisfies any legal requirement that such delivery be in writing. **Once bound, coverage cannot be cancelled flat. If you cancel coverage or the policy, the greater of the minimum earned premium or the 10% short-rate penalty will apply.**

Kinsale Insurance Company

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended (“the Act”), the Company must make available insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. This Policy includes such coverage for damages arising out of certified acts of terrorism and is limited by the terms, conditions, exclusions, limits, other provisions of the coverage quote or renewal application/questionnaire to which this offer is attached and by the Policy, any endorsements to the Policy and generally applicable rules of law.

The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM FOR WHICH THIS POLICY PROVIDES COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THE FORMULA, BEGINNING ON JANUARY 1, 2020, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

NO PREMIUM IS CHARGED FOR THIS COVERAGE NOR IS ANY CHARGE MADE FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS’ LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED “ACTS OF TERRORISM” WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR “INSURED LOSSES” AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN “ACTS OF TERRORISM”.



We are pleased to introduce you to Stetson Insurance Funding, LLC ("Stetson") an affiliate of Ryan Specialty Group that operates its premium finance business. Stetson will be providing an automated premium finance agreement for your clients' commercial insurance risks placed through RT Specialty.

Stetson has teamed up with FIRST Insurance Funding ("FIRST"), the largest premium finance company in North America. Under this collaboration, FIRST will be the lender, as listed on the premium finance agreement, and the loan will be serviced by FIRST. Stetson will be your main point of contact throughout the life of the loan and provide ongoing support to your agency.

EASY SET UP FOR AGENTS TO OBTAIN FINANCING:

1. Receive an automated premium finance agreement with eligible commercial insurance risks placed through RT Specialty.
2. Make changes to the premium finance agreement by:
 - Visiting our website at www.stetsonfunding.com
 - Emailing us at quotes@stetsonfunding.com
 - Calling us at 1-866-856-1112
3. Down payment to be collected by the agent from the insured in good funds and sent to the General Agent or Carrier.
4. Return the signed premium finance agreement to agreements@stetsonfunding.com.
5. Stetson will finalize the loan and have funding issued for the amount financed.

We look forward to exceeding your premium financing expectations.

Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the insured sign the form:

"As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

Please click on the link below to access the Diligent/Effort Matrix:

<https://www.fslso.com/BusinessForms/Matrix>

Surplus Lines Disclosure and Acknowledgement

At my direction, AssuredPartners of Florida, LLC
name of insurance agency has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Heron Pond Condominium Association Inc.

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Harman Kemp North America, Ltd

Name of Excess and Surplus Lines Carrier

Type of Insurance

05/31/2024

Effective Date of Coverage

FLORIDA FACE PAGE

Policy #: APP89989216

Insured's Name: Heron Pond Condominium Association Inc.

Policy Dates: From: 05/31/2024 To: 05/31/2025

Surplus Lines Agent's Name: Jeff Aumick

Surplus Lines Agent's Physical Address: 150 S. US Highway 1, 3rd Fl
Jupiter, FL 33477

Surplus Lines Agent's License #: A009843

Producing Agent's Name: Carmen Martinez

Producing Agent's Physical Address: 1211 South Military Trail, Ste 150
Deerfield Beach, FL 33442

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Premium: \$320,000.00

SL Agent Policy Fee: \$1,000.00

Inspection Fee:

Other Policy Fees: \$0.00

Tax: \$15,857.40

FSLSO Service Fee: \$192.60

EMPA Surcharge: \$4.00

Surplus Lines Agent's Countersignature:



THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

Diligent Effort/Surplus Lines Disclosure Matrix

Requirements if coverage is exported

Most commercial coverages*	Signed surplus lines disclosure form
All others including but not limited to residential, residential multiperil, and commercial residential	Diligent effort form and compliance with F. S. 626.916**

*** Commercial Coverages Subject to Disclosure Form:**

- Commercial excess or umbrella insurance
- Surety and fidelity insurance
- Boiler and machinery insurance and leakage and fire extinguishing equipment insurance
- Errors and omissions insurance ("E&O")/professional liability (does not include medical malpractice)
- Directors' and officers', employment practices, fiduciary liability and management liability insurance
- Intellectual property and patent infringement liability insurance
- Advertising injury and Internet liability insurance
- Property risks rated under a highly protected risks rating plan
- General liability (includes commercial liability policies designed to cover the legal liability for death, injury or disability of any human being, or for damage to property, irrespective of legal liability of the insured)
- Nonresidential property (except for collateral protection insurance as defined in §624.6085)
- Nonresidential multiperil (package policies)
- Excess property (nonresidential)
- Burglary and theft
- Other types of commercial lines, categories or kinds of insurance or types of commercial lines risks determined by OIR

+Effective July 1, 2013, the following lines will be added:

- Medical malpractice for a facility that is not a hospital licensed under chapter 395, a nursing home licensed under part II of chapter 400, or an assisted living facility licensed under part I of chapter 429.
- Medical malpractice for a health care practitioner who is not a dentist licensed under chapter 466, a physician licensed under chapter 458, an osteopathic physician licensed under chapter 459, a chiropractic physician licensed under chapter 460, a podiatric physician licensed under chapter 461, a pharmacist licensed under chapter 465, or a pharmacy technician registered under chapter 465

**** F.S. 626.916 eligibility for export requirements include:**

(a) The required diligent effort form (three declinations from authorized insurers currently writing the type of coverage to be exported) to be completed by the retail agent; (b) The premium rate at which the coverage is exported shall not be lower than that of authorized insurers writing the same coverage on a similar risk; (c) The policy or contract form under which the insurance is exported shall not be more favorable to the insured than similar forms of authorized insurers actually writing similar coverages; (d) The policy or contract under which the insurance is exported shall not provide for deductible amounts other than those available under similar policies or contracts in use by one or more authorized insurers.

STATEMENT OF DILIGENT EFFORT

I, Carmen Martinez License #: _____
Name of Retail/Producing Agent

Name of Agency: AssuredPartners of Florida, LLC

Have sought to obtain:

Specific Type of Coverage _____ for

Named Insured Heron Pond Condominium Association Inc. from the following authorized insurers currently writing this type of coverage:

(1) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination):* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable):*

(2) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination):* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable):*

(3) Authorized Insurer: _____

Person Contacted *(or indicate if obtained online declination):* _____

Telephone Number/Email: _____ Date of Contact: _____

The reason(s) for declination by the insurer was (were) as follows *(Attach electronic declinations if applicable):*

Signature of Retail/Producing Agent

Date

"Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections.

Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis.

EXHIBIT B

LENDER:

PREMIUM FINANCE AGREEMENT

450 Skokie Blvd, Ste 1000

Personal Commercial Additional Premium

Northbrook, IL 60062-7917
P:(800) 837-3707 F:(800) 837-3709
www.firstinsurancefunding.com



Quote #: 66412578

Table with 3 columns: INSURED/BORROWER (Name and Address as shown on Policy), Customer ID: N/A, AGENT or BROKER (Name and Business Address). Includes Heron Pond Condominium Association Inc and AssuredPartners - Blodgett DB1.

LOAN DISCLOSURE

Table with 8 columns: Total Premiums, Taxes, and Fees; Down Payment; Unpaid Balance; Documentary Stamp Tax; Amount Financed; FINANCE CHARGE; Total of Payments; ANNUAL PERCENTAGE RATE.

YOUR PAYMENT SCHEDULE WILL BE: Mail Payments to: FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000

Table with 4 columns: Number of Payments, Amount of Each Payment, First Installment Due, Installment Due Dates.

Certain information contained in the Loan Disclosure section may change in accordance with Section 19 of this Agreement.

INSURED'S AGREEMENT:

- 1. SECURITY INTEREST. INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding...
2. FINANCE CHARGE. The finance charge begins accruing on the earliest effective date of the Financed Policies...
3. LATE PAYMENT. For commercial loans, a late charge will be assessed on any installment at least 5 days in default...
4. PREPAYMENT. If Insured prepays the loan in full, Insured is entitled to a refund of the unearned finance charge...

SCHEDULE OF POLICIES

Table with 6 columns: Policy Number, Full Name of Insurance Company and Name of General Agent or Company, Coverage, Policy Term, Effective Date, Premiums, Taxes and Fees.

Q# 66412578, PRN: 061724, CFG: 12E-16-1DEF, RT: ASSUREDPARTNERS-CONDO, DD: -1, BM: Invoice, Qtd For: A77013 Original, Memo 1

- 5. PROMISE TO PAY. In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies...
6. POWER OF ATTORNEY. INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution...
7. SIGNATURE & ACKNOWLEDGEMENT. Insured has received, reviewed, and signed a copy of this Agreement...
NOTICE TO INSURED: (1) Do not sign this Agreement before you read both pages of it... (2) You are entitled to a completely filled-in copy... (3) You have the right to prepay the loan in full... (4) Keep a copy of this Agreement to protect your legal rights... (5) See last page of Agreement for your consent to electronic statement and notice delivery.

Signature of Insured or Authorized Agent

Date

Signature of Agent

Date

8. APPLICATION OF PAYMENTS. (a) Payments received by LENDER from Insured shall be applied first to installments, then to any unpaid fees. The payment of installments is prioritized over the payment of fees, which means when LENDER receives partial payments or overpayments of any installment(s), amounts previously applied to fees may be reallocated to enable a full installment(s) to be paid. This payment application method may cause fees to reappear as unpaid and owing after the payment period in which the fees were originally assessed and paid, but does not increase or otherwise change the amount of fees that Insured may be required to pay under this Agreement. (b) Any returned premium received by LENDER from the Financed Policies will be applied to reduce the total unpaid balance under this Agreement, which shall not relieve Insured of its obligation to pay any remaining installments due but may reduce the amount of such installments.
9. EFFECTIVE DATE. This Agreement will not become effective until it is accepted in writing by LENDER. LENDER will send a Notice of Acceptance to Insured to confirm this Agreement is effective.
10. DEFAULT/CANCELLATION. Insured is in default under this Agreement if (a) the Down Payment, if to be collected by LENDER, or any payment is not received by LENDER when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to comply with any of the terms of this Agreement. If Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by law. If a default by Insured results in a cancellation of the Financed Policies, Insured agrees to pay a cancellation charge for commercial loans, which will be the maximum permitted by law. No cancellation charge shall apply to personal loans. If cancellation or default occurs, Insured agrees to pay interest on the unpaid balance due at the contract rate until the balance is paid in full.
11. LIMITATION OF LIABILITY. Insured understands and agrees that LENDER or its assignee is not liable for any losses or damages 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.
12. INSUFFICIENT FUNDS CHARGE. If Insured's payment is dishonored for any reason and if permitted by law, Insured will pay LENDER an insufficient funds charge equal to the maximum fee permitted by law for commercial loans and \$10 for personal loans.
13. LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED. After any Financed Policy is cancelled by any party or if a credit is otherwise generated, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between Insured and LENDER. Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. Any amounts received by LENDER after cancellation of the Financed Policies will be credited to the balance due with any excess paid to the Insured; the minimum refund is \$1.00. Any deficiency shall be immediately paid by Insured to LENDER. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the Financed Policies.
14. ASSIGNMENT. Insured may not assign any Financed Policy or this Agreement without LENDER's prior written consent. LENDER may transfer its rights under this Agreement without the consent of Insured.
15. AGENT OR BROKER. Insured agrees that the Agent or Broker issuing the Financed Policies or through whom the Financed Policies were issued is not the agent of LENDER, except for any action taken on behalf of LENDER with the express authority of LENDER, and LENDER is not bound by anything the Agent or Broker represents to Insured, orally or in writing, that is not contained in this Agreement. Where permissible by law, LENDER may pay some portion of the finance charge or other form of compensation to the Agent or Broker executing this Agreement for aiding in the administration of this Agreement. In NY, the Agent or Broker may assess a fee to Insured for obtaining and servicing the Financed Policies pursuant to NY CLS Ins § 2119. Any questions regarding this payment should be directed to the Agent or Broker.
16. COLLECTION COSTS. Insured agrees to pay reasonable attorney fees, court costs, and other collection costs to LENDER to the extent permitted by law if this Agreement is referred to an attorney or collection agent who is not a salaried employee of LENDER to collect money that Insured owes.
17. GOVERNING LAW. The loan terms subject to this Agreement are governed by applicable federal law and Illinois law (to the extent not preempted by federal law), without regard to principles of conflicts of law or choice of law. If any court finds any term herein to be invalid, such finding will not affect the remaining provisions.
18. WARRANTY OF ACCURACY. Insured represents and warrants that to the best of its knowledge: (a) the Financed Policies are in full force and effect and that the Insured has not and will not assign any interest in the Financed Policies except for the interest of mortgagees and loss payees, (b) the Down Payment and any past due payments have been paid in full to the Agent or Broker or Lender in cash or other immediately available funds, (c) all information provided herein or in connection with the Agreement is true, correct, and not misleading, (d) Insured is not insolvent nor presently involved in any insolvency proceeding, (e) Insured has no indebtedness to the insurance companies issuing the Financed Policies, (f) there is no provision in the Financed Policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of the Financed Policies, and (g) Insured has disclosed if he or she is a covered member of the armed forces or a dependent of a covered member as defined in the Military Lending Act.
19. ADDITIONAL PREMIUMS. (a) Insured expressly agrees to (i) fully and timely comply with all audits by the insurance companies issuing the Financed Policies, (ii) timely provide complete and accurate payroll information, if applicable, and (iii) pay to the insurance companies any additional amount due in connection with the Financed Policies. The Amount Financed shall be applied to the Financed Policies' premium amounts and Insured shall be responsible for any additional premiums or other sums. (b) Insured, or Agent or Broker, may request that LENDER finance additional policies and/or additional premiums (the "Additional Premiums") for Insured during the term of this Agreement. If LENDER agrees, LENDER will send a Notice of Acceptance to Insured to confirm its approval to finance the Additional Premiums. For commercial loans, this Agreement shall be deemed amended on the date of the Notice of Acceptance to consolidate the Additional Premiums with Financed Policies into a single and indivisible loan transaction subject to this Agreement (with applicable changes to the payment schedule), and the Additional Premiums shall be "Financed Policies" on the date of the Notice of Acceptance. For personal loans, LENDER (or Agent or Broker on LENDER's behalf) will provide a separate Premium Finance Agreement to Insured for any Additional Premiums.
20. CORRECTIONS. LENDER may insert the names of insurance companies or policy numbers in the Schedule of Policies, if this information is not known at the time Insured signs this Agreement. LENDER is authorized to correct patent errors or omissions in this Agreement.
21. NON-WAIVER. Not Applicable.

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

Unless previously disclosed in writing to LENDER or specified in the Schedule of Policies, the Agent or Broker executing this Agreement expressly represents, warrants, and agrees as follows: (1) Insured has received a copy of this Agreement and has authorized this transaction, the signer of this Agreement (whether Insured or its agent) has valid authority to bind Insured and any other insureds named under the Financed Policies to the terms of this Agreement, including the Power of Attorney provision, Insured's signature is genuine, and the Down Payment has been received from Insured (unless the Down Payment was made to Lender), (2) the information contained in the Schedule of Policies including the premium amount is correct and accurately reflects the necessary coverage, (3) the Financed Policies (a) are in full force and effect, (b) are cancellable by Insured or LENDER (or its successors or assigns), (c) will generate unearned premiums which will be computed on the standard short rate or pro rata basis, and (d) do not contain any provisions which affect the standard short rate or pro rata premium computation, including but not limited to direct company bill, audit, reporting form, retrospective rating, or minimum or fully earned premium, (4) the Agent or Broker is either the insurer's authorized policy issuing agent or the broker placing the coverage directly with the insurer, except where the name of the Issuing Agent or General Agent is listed in the Schedule of Policies, (5) to the best of the Agent or Broker's knowledge, there are no bankruptcy, receivership, or insolvency proceedings affecting Insured, (6) Agent or Broker will hold harmless and indemnify LENDER and its successors and assigns against any loss or expense (including attorney's fees, court costs, and other costs) incurred by LENDER and resulting from Agent or Broker's violations of these Representations and Warranties or from Agent or Broker's errors, omissions, or inaccuracies in preparing this Agreement, and will promptly reimburse LENDER for any loss or expense incurred in connection with any incidence of fraud or lack of valid authority on behalf of Insured or any other named insureds with respect to the terms of this transaction, the Agreement, or the Financed Policies, (7) Agent or Broker will (a) hold in trust for LENDER any payments made or credited to Insured through or to Agent or Broker by the insurance companies or LENDER, and (b) pay these monies and the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness under this Agreement, and (8) to fully and timely assist with all payroll audits.

SCHEDULE OF POLICIES

Insured: Heron Pond Condominium /
Quote #: 66412578

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
TBD	C00515-KINSALE INSURANCE COMPANY G00002-RT SPECIALTY, LLC [ME:25.000 %, CX:0] [90%PR, WIND]	PROP	12	6/12/2024 ERN TXS/FEES FIN TXS/FEES	140,000.00 1,350.00 7,071.50



1211 S Military Trail, Suite 150
Deerfield Beach, FL 33442
Phone: (754) 253-4966
Email: Pauline.valdes@assuredpartners.com

PREMIUM INVOICE

Client ID	Date
HEROPON-01	6/17/2024

Heron Pond Condominium Assn Inc.
8400 SW 1st Street
Pembroke Pines FL 33025

Due Date	Description	Amount
Upon Receipt	Down Payment due to First Insurance Funding	\$ 52,913.54
	Invoice Balance	\$ 52,913.24

Payment Options

Mailing Payment: Please send check and copy of the invoice to the address listed above.

EZ Payment Link: <https://apfloridablodgett.epaypolicy.com/>

• Payment can be made by credit card or check. For credit card, there is a 3.5% fee. For ACH, there is a flat \$3 fee. There is a \$70,000 limit per transaction for ACH and \$30,000 for credit card. Please include your client ID in the notes section.

Wire Instructions:

Bank Name:	Bank of America 222 Broadway New York, New York 10038
Account Name:	AssuredPartners of Florida, LLC Trust Account
Address:	1211 S Military Trail, Suite 150, Deerfield Beach, Florida 33442
Phone:	954-640-6225
Please Reference:	
Wire Routing Number:	
Bank Account Number:	

• In order for Bank of America to meet its regulatory obligations, we request that all transfers include: client ID, full name and address details of the originator and at a minimum, the full name and account number for the receiving (beneficiary) entity (i.e. first, second and (all) last names (e.g. John Doe Smith), or complete legal entity name. Avoid using blank values, numeric data (unless part of the entity name), or special characters. Please reference DB1 in the wire description.