

**PRIME RATE PREMIUM FINANCE CORPORATION, INC.**  
2141 Enterprise Dr. P.O. Box 100507  
Florence, South Carolina 29502-0507  
**www.primeratepfc.com**  
**Phone: (800) 777-7458**

**PREMIUM FINANCE AGREEMENT**  
**ACCOUNT NO. FL-7045710**

**FL License No. 03-570785141**

Insured Name: **DAVID SIMMONS**  
**14747 160TH STREET**  
**Mc Alpin, FL 32062**

Agent/Broker/Producer: **Southern Homes Insurance Agency, Inc**  
**18522**  
**12788 Hwy. 90 West**  
**Live Oak, FL 32060**  
**(386) 362-6330**

TIN/SSN:

Policy Eff. Date	Term	Policy Number	Name of Insurance Company and Name and Address of General Or Policy Issuing Agent	R	Type of Coverage	Total Premium
08/30/2013	12	TBD	Southern Homes Insurance Agency, Inc Fees \$44.50	Y	3 MOBILEHOME	\$761.00 \$44.50

**Creditor: Prime Rate Premium Finance Corporation, Inc.**

**Federal Truth in Lending Disclosures**

(A) Total Premiums	(B) Cash Down Payment	(C) Unpaid Balance of Cash Price	(D) Doc Stamps	(E) Amount Financed (The amount of credit provided to you or on your behalf)	(F) FINANCE CHARGE (The dollar amount the credit will cost you)	(G) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(H) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$805.50	\$235.50	570.00	2.10	\$572.10	* \$65.74	\$637.84	29.79 %

Your PAYMENT SCHEDULE will be:

\*Includes a non-refundable service charge of \$20.00

You have the right to receive an Itemization of the Amount Financed

No. of Payments	Amount of Payments	When Payments Are Due	
8	\$79.73	On the 30 th Day of each month, Beginning 09/30/2013	<input type="checkbox"/> I want an Itemization <input type="checkbox"/> I do not want an Itemization

**Security:** You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased.

**Late Charge:** You will be charged the greater of 5% or \$10 on any payment received more than 5 days after the due date. If the Agreement is primarily for personal, family or household purposes, the charge will not exceed \$10.00.

**Cancellation Charge:** You will be charged a cancellation charge of \$15.00 if Prime Rate cancels any insurance policy in accordance with the terms of this Agreement.

**Prepayment:** If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge.

**See Above** and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

In consideration of the payment(s) to be made by PRIME RATE PREMIUM FINANCE CORPORATION, INC. ("PR") to the above insurance companies ("Insurer(s)"), their agents or representatives, the ABOVE NAMED insured ("Insured") (jointly and severally if more than one):

(1) Promises to pay to the order of PR at the above address, the Total Payments in accordance with the Payment Schedule set forth in the above Truth-in-Lending Disclosures as well as any other sums due pursuant to this Agreement.

(2) Irrevocably appoints PR as Attorney-In-Fact with full authority to affect cancellation of the policies covered hereby or any substitution, rewrite or renewal thereof in accordance with the provisions herein, to receive all sums assigned to PR or in which it has granted PR a security interest. PR may execute and deliver on behalf of the Insured all documents, forms and notices relating to the policies covered hereby in furtherance of this Agreement. The Power of Attorney is coupled with an interest and the powers given herein may be exercised by the Attorney-In-Fact, or its successors and assigns.

(3) Acknowledges that it has received a copy of all pages of this Agreement and if the borrower is a consumer, the Insured acknowledges that he has received a copy of PR's Privacy Statement.

**THE INSURED AGREES TO THE PROVISIONS ABOVE AND ON THE FOLLOWING PAGE(S) OF THIS AGREEMENT**

**NOTICE:** 1. Do not sign this Agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of this Agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge.

INSURED'S NAME	SIGNATURE OF INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE
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INSURED'S NAME	SIGNATURE OF INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE
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**AGENT/BROKER/PRODUCER'S CERTIFICATION**

The Agent/Broker/Producer warrants and agrees: 1. The insurance policies listed on this Agreement are in force, that the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. All of PR's guidelines and eligibility requirements have been complied with. 4. A proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named Insured. 5. No audit or reporting form policies or policies subject to retrospective rating or minimum earned premiums are included, except as indicated. The deposit or provisional premiums are not less than anticipated premiums to be earned for the full term of the policies. 6. All of the policies are cancelable by the Insured and unearned premiums will be calculated on the standard short-rate or pro-rata tables. 7. To hold in trust for PR any payments made or credited to the insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies or PR and to pay the monies as well as any unearned commissions to PR promptly upon demand to satisfy the outstanding indebtedness of the Insured. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinated to PR's lien or security interest therein. There are no other liens on the unearned premiums and all premiums will be paid to the insurers.

**THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT**

AGENT/BROKER/PRODUCER	SIGNATURE OF AGENT/BROKER/PRODUCER	TITLE	DATE
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## **REMAINING PROVISIONS OF PREMIUM FINANCE AGREEMENT**

- (4) Assigns to PR as security for the total amount payable hereunder any and all unearned or return premiums and dividends which may become payable under the insurance policies covered by this Agreement and loss payments under said policies which reduce the unearned premiums (subject to any loss payee or mortgagee interests), and hereby authorizes and instructs its insurer(s) to pay such funds or proceeds to PR. The Insured gives to PR a security interest in all items mentioned in this paragraph. The Insured further grants to PR its interest which may arise under any state insurance guarantee fund relating to any policy shown on the front of this Agreement.
- (5) Agrees in the event of a default in payment of any installment, PR may cancel the policies covered hereby after giving the notice required as prescribed by law. In case of cancellation, the unpaid balance due to PR shall be immediately payable by the Insured. The Insured understands PR may collect and enforce repayment of the indebtedness evidenced hereby without recourse to any security underlying this Agreement. If cancellation occurs, the Insured agrees to pay a finance charge on the balance due at the contract rate of interest until that balance is paid in full or until such other date as permitted by law.
- (6) Agrees that any payments made to PR after Notice of Cancellation has been mailed to the insurer will be credited to the Insured's account and shall not constitute reinstatement or obligate PR to request reinstatement of any insurance policy. Any sum received from an insurer shall be credited to the Insured's indebtedness to PR, and any surplus shall be paid to whomever it is entitled. If the refund is less than \$1.00, no refund will be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above. The Insured will not be required to pay an amount due under this Agreement that is less than \$5.00.
- (7) May voluntarily prepay the full amount due and under certain conditions be entitled to receive a partial refund of the FINANCE CHARGE computed in accordance with the method prescribed by law, after deducting any fully earned charge permitted by law.
- (8) Understands that the FINANCE CHARGE begins to accrue as of the earliest Policy Effective Date, unless otherwise specified.
- (9) Authorizes PR to correct or remedy any error or omission in the completion of this Agreement; the Insured will be notified at the address shown hereon of any change in Blocks (A) thru (H), or in the Federal Truth-In-Lending Disclosures or in the itemization of the Amount Financed Disclosures.
- (10) Warrants that each of the policies covered hereunder (or a binder thereof), except for policies written through residual markets, has been issued to the Insured, is in full force and effect and that no other power of attorney or other encumbrance or assignment is in effect nor will same be put into effect, except for the interest of mortgagees or loss payees, and agrees that all rights conferred upon PR shall inure to PR's successors or assigns.
- (11) Agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event PR will forward the Insured a revision notice showing all information required by law.
- (12) Agrees that (i) PR assumes no liability as an insurer, (ii) this Agreement shall not be effective until a written acceptance is mailed by PR, (iii) singular words used herein shall be deemed plural and vice versa as the sense of the Agreement demands, (iv) if any court of competent jurisdiction finds any part or provision of this Agreement to be invalid or unenforceable, such findings shall not affect any other part or provision.
- (13) Agrees that if this transaction is for other than personal, family or household purposes or more than \$50,000 none of the provisions of the Federal Truth-In-Lending Act or the regulations promulgated thereunder shall apply.
- (14) Agrees that should a check be returned for insufficient or uncollected funds, PR may represent the check electronically and collect a service fee electronically of \$15.00.
- (15) Agrees that if payment is made by check, PR may use the check solely as a source document and as the basis for an electronic transaction. Receipt of the check will be deemed to be authorization for an ACH debit to the Insured's account.
- (16) Agrees that any refunds may be applied against any prior debts owed PR.
- (17) Understands that PR makes no warranties or representations concerning the financed insurance coverage nor has it played any part in the selection, structuring or acquisition of such coverage. This Agreement represents the entire understanding of the parties. PR has not authorized any party whatsoever to make any representations, commitments or promises or to play any role with respect to this premium finance transaction other than completing this contract on behalf of the Insured.
- (18) Agrees that the money paid by PR is only for the premium as determined at the time the insurance policy is issued. PR's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured as a result of any type of misclassification of the risk. The Insured agrees to pay the company any additional premiums which become due for any reason. PR may assign to the company any rights it has against the Insured for premiums due the company in excess of the premiums returned to PR.
- (19) Agrees to pay 20% of attorneys' fees and/or collection agency fees and all other costs of collection if this contract is referred for collection to any collection agency and/or attorney not a salaried employee of PR.
- (20) Understands this Agreement is not required as a condition of the Insured obtaining insurance coverage.
- (21) Waives and releases PR from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time this Agreement becomes a binding contract, pursuant to paragraph 12ii. PR's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of principal balance outstanding, except in the event of gross negligence or willful misconduct. The laws of the State of Florida will govern this Agreement.
- (22) Represents that the Insured is not insolvent or presently the subject of any insolvency proceeding.
- (23) Agrees to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by PR which the insurance company retains if the insurance policy issued to the Insured is auditable or is a reporting form policy or is subject to retrospective rating.
- (24) Certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.
- (25) Agrees that the money paid by PR is only for the premium as determined at the time the insurance policy is issued. PR's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. If PR assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any other Agreement(s) identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction, and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by PR to the totality of such transaction.

**NOTICE: SEE PREVIOUS PAGE FOR IMPORTANT INFORMATION**

**Payment No. 1****Send Payment to:**

Prime Rate PFC, Inc., PO Box 580016  
Charlotte, NC 28258-0016 (800)777-7458

**Insured: DAVID SIMMONS**

Agent Number	Account Number	Due Date	Amount Due
18522	7045710	09/30/2013	\$79.73
* If you pay on or after late date *			
		Late Date	Amount Due if Late
		10/05/2013	\$89.73

(If your name or address has changed, attach a memo to this coupon giving us the new information)

----- PLEASE CUT HERE -----

**Payment No. 3****Send Payment to:**

Prime Rate PFC, Inc., PO Box 580016  
Charlotte, NC 28258-0016 (800)777-7458

**Insured: DAVID SIMMONS**

Agent Number	Account Number	Due Date	Amount Due
18522	7045710	11/30/2013	\$79.73
* If you pay on or after late date *			
		Late Date	Amount Due if Late
		12/05/2013	\$89.73

(If your name or address has changed, attach a memo to this coupon giving us the new information)

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**Payment No. 5****Send Payment to:**

Prime Rate PFC, Inc., PO Box 580016  
Charlotte, NC 28258-0016 (800)777-7458

**Insured: DAVID SIMMONS**

Agent Number	Account Number	Due Date	Amount Due
18522	7045710	01/30/2014	\$79.73
* If you pay on or after late date *			
		Late Date	Amount Due if Late
		02/04/2014	\$89.73

(If your name or address has changed, attach a memo to this coupon giving us the new information)

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**Payment No. 7****Send Payment to:**

Prime Rate PFC, Inc., PO Box 580016  
Charlotte, NC 28258-0016 (800)777-7458

**Insured: DAVID SIMMONS**

Agent Number	Account Number	Due Date	Amount Due
18522	7045710	03/30/2014	\$79.73
* If you pay on or after late date *			
		Late Date	Amount Due if Late
		04/04/2014	\$89.73

(If your name or address has changed, attach a memo to this coupon giving us the new information)

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**Payment No. 9****Send Payment to:**

Prime Rate PFC, Inc., PO Box 580016  
Charlotte, NC 28258-0016 (800)777-7458

**Insured:**

Agent Number	Account Number	Due Date	Amount Due
* If you pay on or after late date *			
		Late Date	Amount Due if Late

(If your name or address has changed, attach a memo to this coupon giving us the new information)

**Payment No. 2****Send Payment to:**

Prime Rate PFC, Inc., PO Box 580016  
Charlotte, NC 28258-0016 (800)777-7458

**Insured: DAVID SIMMONS**

Agent Number	Account Number	Due Date	Amount Due
18522	7045710	10/30/2013	\$79.73
* If you pay on or after late date *			
		Late Date	Amount Due if Late
		11/04/2013	\$89.73

(If your name or address has changed, attach a memo to this coupon giving us the new information)

**Payment No. 4****Send Payment to:**

Prime Rate PFC, Inc., PO Box 580016  
Charlotte, NC 28258-0016 (800)777-7458

**Insured: DAVID SIMMONS**

Agent Number	Account Number	Due Date	Amount Due
18522	7045710	12/30/2013	\$79.73
* If you pay on or after late date *			
		Late Date	Amount Due if Late
		01/04/2014	\$89.73

(If your name or address has changed, attach a memo to this coupon giving us the new information)

**Payment No. 6****Send Payment to:**

Prime Rate PFC, Inc., PO Box 580016  
Charlotte, NC 28258-0016 (800)777-7458

**Insured: DAVID SIMMONS**

Agent Number	Account Number	Due Date	Amount Due
18522	7045710	02/28/2014	\$79.73
* If you pay on or after late date *			
		Late Date	Amount Due if Late
		03/05/2014	\$89.73

(If your name or address has changed, attach a memo to this coupon giving us the new information)

**Payment No. 8****Send Payment to:**

Prime Rate PFC, Inc., PO Box 580016  
Charlotte, NC 28258-0016 (800)777-7458

**Insured: DAVID SIMMONS**

Agent Number	Account Number	Due Date	Amount Due
18522	7045710	04/30/2014	\$79.73
* If you pay on or after late date *			
		Late Date	Amount Due if Late
		05/05/2014	\$89.73

(If your name or address has changed, attach a memo to this coupon giving us the new information)

**Payment No. 10****Send Payment to:**

Prime Rate PFC, Inc., PO Box 580016  
Charlotte, NC 28258-0016 (800)777-7458

**Insured:**

Agent Number	Account Number	Due Date	Amount Due
* If you pay on or after late date *			
		Late Date	Amount Due if Late

(If your name or address has changed, attach a memo to this coupon giving us the new information)



## FACTS

### WHAT DOES PRIME RATE PREMIUM FINANCING DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depends on the product or service you have with us. This information can include:

- Social Security number and account balances
- payment history and transaction history
- account transactions and wire transfer instructions.

When you are no longer our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Prime Rate Premium Finance chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Prime Rate Premium Finance share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	No	We don't share.
<b>For joint marketing with other financial companies</b>	No	We don't share.
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share.
<b>For our affiliates' to market to you</b>	No	We don't share.
<b>For our nonaffiliates' to market to you</b>	No	We don't share.

## Questions?

Call toll-free 866-669-0937

## Who we are

Who is providing this notice?

Prime Rate Premium Finance Corporation, Inc.

## What we do

How does Prime Rate Premium Finance protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Our employees are bound by our Code of Ethics and policies to access consumer information only for legitimate business purposes and to keep information about you confidential.

How does Prime Rate Premium Finance collect my personal information?

We collect your personal information, for example, when you

- give us your contact information or open an account
- pay us by check or use your credit or debit card
- make a wire transfer.

We also collect your personal information from other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes - information about your creditworthiness.
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]

## Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies such as banks, consumer finance companies, securities broker-dealers, insurance agencies, investment advisors, clearing firms, and mortgage companies.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include government entities, credit bureaus, insurance companies, and companies that assist in servicing your loan(s) or account(s) with us.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Prime Rate Premium Finance doesn't jointly market.

## Other important information

You may have other privacy protections under some state laws. We will comply with applicable state laws as to information about you.