

MUSA MGA, LLC

Agency Agreement

THIS AGREEMENT, made this 23rd day of February, 2016 by and between INDEPENDENT MARKET SOLUTIONS, LLC, a Florida Corporation, in the County of Leon in the State of Florida (hereinafter referred to as the "Agent") and MUSA MGA, LLC a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida, and having its executive offices in Pinellas Park, Pinellas County, Florida, (hereinafter referred to as the "Broker").

WITNESSETH:

WHEREAS: the Broker is the Managing General Agent for MODERN USA INSURANCE COMPANY, and

WHEREAS: THE Agent has requested that the underwriting facilities of the Broker be made available to the Agent and its sub-producers, and

WHEREAS the Broker is prepared to provide such facilities of the Broker and to grant authority to the Agent to receive and accept proposals for such contracts of insurance covering such risks as the Broker has authority lawfully to make, subject, however, to restrictions placed upon such Agent by the laws of Florida and subject also to the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED, as follows:

1. The Broker grants to the Agent full power and authority and the Agent agrees to receive and accept proposals for insurance policies relating to the lines of business as set forth in "Addendum 1", attached hereto and made a part hereof by reference, and to charge the premium for such proposals as set forth by the Broker, approved by the Insurance Department, and in accordance with the rules set forth in the Modern USA Insurance Company Rate and Rule Manual (on-line or hard copy version) and to collect, and receive premiums on insurance and to deliver policies of insurance and to make customary endorsements or cause them to be made by Broker, including changes, assignments, transfers and modifications of existing policies.
2. On compliance by the Agent with the terms of this Agreement, the Broker will pay to the Agent and the Agent agrees to accept as full compensation commission as outlined in Addendum 1 to this Agreement. The Agent will be responsible for any and all compensation to any sub-producers it acquires.
3. The Broker shall pay the Agent the stated commissions in Addendum 1 on net premiums written and retained by the Broker arising out of the policies actually secured by the Agent and accepted by the Broker. Broker shall render to the Agent monthly (electronically or in printed form at Broker's option), not later than the 10th business day of the month following that in which the business is written, an account of commissions due the Agent on the business placed by the Agent, and the balance therein shown to be due the Agent shall be paid forthwith to the Agent by the Broker, and in any event, no later than the 15th business day of the month in which such commissions are payable. It is a condition of this agreement that the Agent shall refund ratably to the Broker on business heretofore or hereafter written, commissions on cancelled policies and on reductions in premiums at the same rate at which commissions were originally retained. If the Agent has succeeded to and carries on an agency formerly conducted by another, the Agent shall pay return commissions on return premiums of such business as was written by the predecessor Agent (s) in the same manner and to the same extent as upon the Agent's own business unless the parties hereto expressly agree otherwise.
4. Broker reserves the right as of each accounting period to withhold payment of commission until all accounts of money due the Broker have been paid to the Broker. The Agent shall hold all premiums received by the Agent in a fiduciary capacity as trustee for the Broker until delivered to the Broker.
5. The keeping of an account on the Agent's books in the form of a debtor-creditor account is to be deemed merely a record of business transacted. Neither the keeping of an account in such form, nor the rendering of same, nor failure to enforce prompt

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remittance nor the alteration of the compensation rate, nor compromise of settlement shall be held to waive assertion of the trust relationship as to premium collected by Agent.

6. The Agent shall, within 48 hours, forward to Broker all binders (if applicable), daily reports, endorsements and other evidence of agreement to insure or other modifications of existing insurance.
7. The Agent shall report all losses to Broker (or Broker's designated representatives) within 8 business hours after receipt of such losses by Agent or Agent's sub-producer. Broker shall make payment of all losses from its offices or those of its designees. No claim payment authority of any type is given to Agent.
8. Upon termination of this Agreement, the Agent shall deliver all property of the Broker to the authorized representative. In the event of termination, the Agent not being in default and thereafter promptly accounting for and paying over balances not in default for which the Agent may be liable, use and control of expirations shall be deemed the property of the Agent and left in their undisputed possession. Otherwise, the records, use and control of the expirations shall be vested in the Broker and the Broker is hereby granted a security interest in said documents and records, and Broker's possession and use of such records is hereby ratified and confirmed, in the event of a default on the part of Agent.
9. The Agent shall be responsible for all agency expenses, excluding rightful expenses of Broker, of any kind or description whether billed to the Agent or Broker. In the case of impounding or holding in abeyance of premiums, as a result of any court order or ruling of any insurance department, or other lawful authority, commissions shall remain in abeyance in the same manner and to the same extent as the premiums upon which such commissions arise may be in abeyance.
10. The Agent and each of its sub-producers are independent contractors and not employees of the Broker. The Agent will assume sole and entire responsibility and indemnify and hold harmless the Broker, Broker's officers, Agents representatives and employees from any and all claims, liability, responsibility and damage, attorneys fees, accountant fees, cost or expenses that may be sustained or incurred in connection with the Agent's or its sub-producer's acts or claims, except to the extent that the Broker has caused, contributed to, or compounded the injuries, damages, loss of life or liability. The Agent and each sub-producer further agrees to keep in force an errors and omissions policy (in an amount specified in Addendum 1) to insure against liability arising from the Agent's activities regarding business that is subject to the terms of this Agreement.
11. The Broker will assume sole and entire responsibility and indemnify and hold harmless the Agent and any of its sub-producers, Agent's officers, Agents representatives and employees from any and all claims, liability, responsibility and damage, attorney's fees, accountant fees, cost or expenses that may be sustained or incurred in connection with the Broker's acts or claims, except to the extent that the Agent or any of its sub-producers has caused, contributed to, or compounded the injuries, damages, loss of life or liability.
12. This Agreement may be terminated at any time by the mutual agreement of the parties, or by either party at any time upon written notice to the other. Each sub-producer may at any time, upon written notice to the Agent, be terminated by the Broker. In the event of termination, the Broker may withhold payment of any commissions earned by the Agent until such Agent shall have certified, in writing, to the Broker that all known claims against the Broker have been duly reported to the Broker. In the event of termination, Agent agrees to Broker promptly on demand any payments due Broker, including unearned commissions on return premiums which may thereafter become due to Broker because of cancellations or reductions of premiums on policies submitted by Agent during the term of the Agreement.
13. The Agent agrees to comply with all the laws of the State of Florida. If any provision of this agreement does not conform to the law of Florida, this agreement is automatically changed to conform to those laws.

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14. In the event of any irreconcilable dispute between Agent and Broker, the dispute shall be submitted for arbitration under the rules of the American Arbitration Association (AAA). The Arbitration panel shall consist of one arbiter chosen by Broker and one by Agent, and a third, the "umpire", chosen by the two arbiters. If the arbiters do not reach agreement, they will call on the umpire and the decision of the majority shall be binding.

Agent and Broker agree to appoint their arbiters within 30 days of date notice of arbitration is given. Further, both parties agree to have their cases ready within 30 days of the appointment of the arbiters. However, if the arbiters so determine, the time to submit cases may be extended.

Agent and Broker will each bear the expense of its own arbiter and shall pay jointly and bear equally the expense of the umpire and the arbitration. The arbitration shall take place in Clearwater, Florida unless otherwise mutually agreed.

15. All binding authority is suspended for new business and endorsements in accordance with the individual companies Underwriting Guidelines as it pertains to hurricanes and tropical storms.

16. Direct Billing Provisions

- a. Broker agrees to directly bill the policyholder for all renewal premiums, and to collect and receive such renewal premiums.
- b. As to all billing statements and communication pertaining to same made by Broker and directed to policyholder, the Broker agrees to print thereon the name of the Agent and further agrees to provide to Agent (electronically or in printed form at Broker's option) copies of such statements, notices or communications.
- c. In the event of termination of this agreement, Broker agrees to provide a complete list of policies placed by agent with Broker. Agent must request this in writing.
- d. Unless otherwise agreed in writing, Agent has no right or authority to collect premiums for the Broker. In the event Agent shall receive or collect premiums, the Agent shall promptly account for the premiums and forward them to Broker.
- e. As to all policies subject to direct billing, the Broker agrees to indemnify and hold harmless against the following:
 - i. Any claims, liabilities or costs of defense that the Agent may become obligated to pay as a result of a loss to policyholders caused directly by an error of the broker in the performance of its obligations under this direct billing agreement, except to the extent that the Agent has caused, contributed to or compounded such error or loss.
 - ii. Against any and all civil liability for damages and expenses (including the cost of defense) that the agent may become obligated to pay as a direct result of the failure of Broker to comply with the Fair Credit Reporting Act, Federal Truth in Lending Law and the Fair Credit Billing Act, except to the extent that the Agent has caused, contributed to or compounded such failure and attendant damage or loss.
 - iii. The agreement of Broker to indemnify Agent as described above is conditioned on Agent providing prompt and written notification of all claims made or legal actions brought against the agent.

17. In consideration of INDEPENDENT MARKET SOLUTIONS, LLC supplying to MUSA MGA, LLC the names, addresses and other proprietary sub-producer information, MUSA MGA, LLC will not, during the term of this agreement, appoint as filed and recorded with the applicable state regulatory agency any sub-producer of INDEPENDENT MARKET SOLUTIONS, LLC until said sub-producer has written at least (25) pieces of business with MUSA MGA, LLC. It is further understood and agreed to

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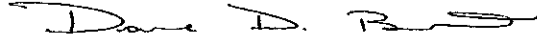
that all agents currently contracted with MUSA MGA, LLC are exempt from this provision.

Agreed to by:



Name T. John Jerger

Title: President
T.J. Jerger MGA, LLC
7785 66th St
Pinellas Park, FL 33781



Name David D Burt

Title: Agent In Charge
Agency Name: Independent Market Solutions, LLC.
3159 Shamrock South
PO Box 16579
Tallahassee, FL 32317

TJ Jerger MGA

Agency Agreement

THIS AGREEMENT, made this 23rd day of February 2016 by and between INDEPENDENT MARKET SOLUTIONS, LLC a Florida Corporation, in the County of Leon in the State of Florida (hereinafter referred to as the "Agent") and TJ Jerger MGA, LLC a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida, and having its executive offices in Pinellas Park, Pinellas County, Florida, (hereinafter referred to as the "Broker").

WITNESSETH:

WHEREAS: the Broker is the Managing General Agent for AMERICAN TRADITIONS INSURANCE COMPANY, and

WHEREAS: the Agent has requested that the underwriting facilities of the Broker be made available to the Agent and its sub-producers, and

WHEREAS: the Broker is prepared to provide such facilities of the Broker and to grant authority to the Agent to receive and accept proposals for such contracts of insurance covering such risks as the Broker has authority lawfully to make, subject, however, to restrictions placed upon such Agent by the laws of Florida and subject also to the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED, as follows:

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shall be held to waive assertion of the trust relationship as to premium collected by Agent.

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7. The Agent shall report all losses to Broker (or Broker's designated representatives) within 8 business hours after receipt of such losses by Agent or Agent's sub-producer. Broker shall make payment of all losses from its offices or those of its designees. No claim payment authority of any type is given to Agent.
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 - ii. Against any and all civil liability for damages and expenses (including the cost of defense) that the agent may become obligated to pay as a direct result of the failure of Broker to comply with the Fair Credit Reporting Act, Federal Truth in Lending Law and the Fair Credit Billing Act, except to the extent that the Agent has caused, contributed to or compounded such failure and attendant damage or loss.
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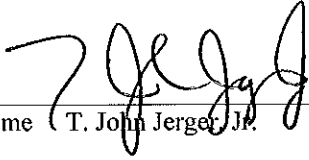
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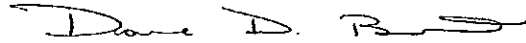
that all agents currently contracted with MUSA MGA, LLC are exempt from this provision.

Agreed to by:



Name T. John Jerger, Jr.

Title: President
T.J. Jerger MGA, LLC
7785 66th St
Pinellas Park, FL 33781



Name David D. Burt

Title: Agent In Charge
Agency Name: Independent Market Solutions, LLC
3159 Shamrock South
PO Box 16579
Tallahassee, FL 32317