

BFC Check Program Agreement

This BFC Check Program Agreement is made this 30th day of December, 2005, in Lake Forest, Illinois, by and between Baytree Finance Company ("Baytree"), a division of Baytree National Bank & Trust Company, a national banking association, and AGENT.

AGENT is an insurance agent or insurance broker in the business of, among other things, selling or arranging various types and forms of insurance to customers and clients ("Insureds") as broker or agent for various insurance companies. Baytree is in the business of financing commercial insurance premiums. It is mutually desired that a relationship be established pursuant to which AGENT may procure financing premiums by Baytree for AGENT' Insureds. To that end, AGENT and Baytree have executed this agreement intending to be legally bound.

IT IS AGREED THAT:

- 1) Baytree will furnish AGENT with pre-printed checks, payable to AGENT, and to be completed by AGENT for the purpose of funding certain approved premium finance transactions. AGENT will not issue the pre-printed checks for any other business purpose.
- 2) All funding checks will be signed by an authorized employee of AGENT, as set forth in Exhibit "A", and made a part hereof by this reference.
- 3) All funding checks will be used to fund only qualifying agreements which:
 - a) have been approved by Baytree, either individually (single quote) or for a class of business (program), and the Commercial Insurance Premium Finance and Security Agreement ("Agreement") is properly completed, containing no blank spaces, and signed by the Insured and AGENT, in accordance with the approved quote or program, and,
 - b) do not have past due payments or payments due within ten (10) days after the date of the funding check issuance. If payments are past due or due within ten (10) days, AGENT should collect those installments and deduct that amount from the funding check.
 - c) AGENT will enter the customer name, amount financed, payments deducted (if any), other adjustments (if any), and check amount on the check stub. If more than one agreement is funded, indicate totals in each column. Balance the stub across & down.
- 4) AGENT will fully complete all sections of the funding check and the funding check will not be deposited before the earliest policy effective date or the scheduled funding date, whichever is later. In the event the funding date falls on a weekend, the Agreement may be funded on the next business day. AGENT agrees to send a photocopy of the original check(s) deposited, and a photocopy of the fully executed Agreement(s) by facsimile to Baytree, prior to depositing the check(s).
- 5) AGENT agrees to mail to Baytree, postmarked no later than 5:00 p.m. on the day check(s) are deposited to the AGENT' account, a copy of the funding check(s)

and each properly executed original Agreement, if the amount financed is over \$25,000.

- 6) Any checks spoiled or voided for any reason will be indicated as "VOID" across the "amount" block and the signature lines. The original copies of voided checks must be immediately mailed to Baytree.
- 7) Checks will be used in check number order, within the assigned block.
- 8) Baytree, through its bank, may dishonor any check which is not prepared in compliance with this agreement, or which provides funding for an agreement that, at Baytree's sole discretion, is not acceptable to Baytree.
- 9) Upon any request by Baytree, AGENT agrees to repurchase from Baytree any Agreement that is determined, at the sole discretion of Baytree, to be ineligible for financing or which has not been received by Baytree, without regard to the reason for such non-receipt. AGENT agrees that reimbursement under this section will be made via AGENT' check issued to Baytree no later than one business day following the request by Baytree for such reimbursement. Further, AGENT agrees that any delay by Baytree in requesting or demanding reimbursement for an ineligible or non-received Agreement is not a waiver of Baytree's rights under this section.
- 10) The individuals named on the attached Exhibit A are authorized to execute checks for AGENT. Baytree will use reasonable care in reviewing each check for authorized signatures, however, AGENT acknowledges that checks executed by any party, authorized or not, are equally subject to the terms of this agreement. AGENT agrees to notify Baytree if these signatures change at any time by submitting a new Exhibit A.

AGENT

By: (Signature)

Print or Type Name

Title

Date

EXHIBIT A TO AGENT/BROKER FUNDING CHECK PROGRAM AGREEMENT

AGENT

The following are authorized to execute checks:

SIGNATURES: Any of the following signatures are acceptable:

Name: _____ Signature _____

Name: _____ Signature _____

Name: _____ Signature _____

Name: _____ Signature _____

Name: _____ Signature _____

Name: _____ Signature _____

AGENT

By: (Signature)

Print or Type Name

Title

Date