

RECEIVED

DEC 08 2015

American Legal Claims

Fill in this information to identify the case:

Debtor 1 Santa Fe Gold Corporation, et al.Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

Case number 15-11761 (MFW)In re: SANTA FE GOLD CORP
Case No: 15-11761
CLAIM 610011

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>FIRST Insurance Funding Corp.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>FIRST Insurance Funding Corp.</u> Name _____ <u>450 Skokie Blvd, Ste. 1000</u> Number _____ Street _____ <u>Northbrook, IL 60062</u> City _____ State _____ ZIP Code _____ Contact phone <u>800-837-3707</u> Contact email _____	Where should payments to the creditor be sent? (if different) Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 3 1 5
7. How much is the claim? \$ 19,438.84. Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Money loaned for commercial insurance premiums.
9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☒ Other. Describe: Unearned insurance premiums.
Basis for perfection: N.M. Stat. Ann. § 59A-45-12
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 0.00
Amount of the claim that is secured: \$ 0.00
Amount of the claim that is unsecured: \$ 19,438.84 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 19,438.84
Annual Interest Rate (when case was filed) 4.70 %
☒ Fixed
☐ Variable
10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ 19,438.84
11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/03/2015
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name Katy Hurvitz
First name Middle name Last name

Title Paralegal

Company FIRST Insurance Funding Corp.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 450 Skokie Blvd., Ste 1000
Number Street

Northbrook, IL 60062
City State ZIP Code

Contact phone 800-837-3707 Email _____

450 Skokie Blvd., Suite 1050

Northbrook, IL 60062
 P 847/495-3707 F 847/495-3704
 www.fishbase.org/education

AGENT or BROKER (Name and Business Address)
WILLIS GEORGE ARIZONA, INC.

✓ 8524i

Appendix

SCHEDULE OF POLICIES

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
1801	023660311 - Granite State Insurance Co	WC [Rate: 0.0000 (X: 10)]	12	10/01/2013 FIS 14531115 GRN 14531115	120.65100 0.00 0.00

1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024, 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050, 2052, 2054, 2056, 2058, 2060, 2062, 2064, 2066, 2068, 2070, 2072, 2074, 2076, 2078, 2080, 2082, 2084, 2086, 2088, 2090, 2092, 2094, 2096, 2098, 2100, 2102, 2104, 2106, 2108, 2110, 2112, 2114, 2116, 2118, 2120, 2122, 2124, 2126, 2128, 2130, 2132, 2134, 2136, 2138, 2140, 2142, 2144, 2146, 2148, 2150, 2152, 2154, 2156, 2158, 2160, 2162, 2164, 2166, 2168, 2170, 2172, 2174, 2176, 2178, 2180, 2182, 2184, 2186, 2188, 2190, 2192, 2194, 2196, 2198, 2200, 2202, 2204, 2206, 2208, 2210, 2212, 2214, 2216, 2218, 2220, 2222, 2224, 2226, 2228, 2230, 2232, 2234, 2236, 2238, 2240, 2242, 2244, 2246, 2248, 2250, 2252, 2254, 2256, 2258, 2260, 2262, 2264, 2266, 2268, 2270, 2272, 2274, 2276, 2278, 2280, 2282, 2284, 2286, 2288, 2290, 2292, 2294, 2296, 2298, 2300, 2302, 2304, 2306, 2308, 2310, 2312, 2314, 2316, 2318, 2320, 2322, 2324, 2326, 2328, 2330, 2332, 2334, 2336, 2338, 2340, 2342, 2344, 2346, 2348, 2350, 2352, 2354, 2356, 2358, 2360, 2362, 2364, 2366, 2368, 2370, 2372, 2374, 2376, 2378, 2380, 2382, 2384, 2386, 2388, 2390, 2392, 2394, 2396, 2398, 2400, 2402, 2404, 2406, 2408, 2410, 2412, 2414, 2416, 2418, 2420, 2422, 2424, 2426, 2428, 2430, 2432, 2434, 2436, 2438, 2440, 2442, 2444, 2446, 2448, 2450, 2452, 2454, 2456, 2458, 2460, 2462, 2464, 2466, 2468, 2470, 2472, 2474, 2476, 2478, 2480, 2482, 2484, 2486, 2488, 2490, 2492, 2494, 2496, 2498, 2500, 2502, 2504, 2506, 2508, 2510, 2512, 2514, 2516, 2518, 2520, 2522, 2524, 2526, 2528, 2530, 2532, 2534, 2536, 2538, 2540, 2542, 2544, 2546, 2548, 2550, 2552, 2554, 2556, 2558, 2560, 2562, 2564, 2566, 2568, 2570, 2572, 2574, 2576, 2578, 2580, 2582, 2584, 2586, 2588, 2590, 2592, 2594, 2596, 2598, 2600, 2602, 2604, 2606, 2608, 2610, 2612, 2614, 2616, 2618, 2620, 2622, 2624, 2626, 2628, 2630, 2632, 2634, 2636, 2638, 2640, 2642, 2644, 2646, 2648, 2650, 2652, 2654, 2656, 2658, 2660, 2662, 2664, 2666, 2668, 2670, 2672, 2674, 2676, 2678, 2680, 2682, 2684, 2686, 2688, 2690, 2692, 2694, 2696, 2698, 2700, 2702, 2704, 2706, 2708, 2710, 2712, 2714, 2716, 2718, 2720, 2722, 2724, 2726, 2728, 2730, 2732, 2734, 2736, 2738, 2740, 2742, 2744, 2746, 2748, 2750, 2752, 2754, 2756, 2758, 2760, 2762, 2764, 2766, 2768, 2770, 2772, 2774, 2776, 2778, 2780, 2782, 2784, 2786, 2788, 2790, 2792, 2794, 2796, 2798, 2800, 2802, 2804, 2806, 2808, 2810, 2812, 2814, 2816, 2818, 2820, 2822, 2824, 2826, 2828, 2830, 2832, 2834, 2836, 2838, 2840, 2842, 2844, 2846, 2848, 2850, 2852, 2854, 2856, 2858, 2860, 2862, 2864, 2866, 2868, 2870, 2872, 2874, 2876, 2878, 2880, 2882, 2884, 2886, 2888, 2890, 2892, 2894, 2896, 2898, 2900, 2902, 2904, 2906, 2908, 2910, 2912, 2914, 2916, 2918, 2920, 2922, 2924, 2926, 2928, 2930, 2932, 2934, 2936, 2938, 2940, 2942, 2944, 2946, 2948, 2950, 2952, 2954, 2956, 2958, 2960, 2962, 2964, 2966, 2968, 2970, 2972, 2974, 2976, 2978, 2980, 2982, 2984, 2986, 2988, 2990, 2992, 2994, 2996, 2998, 3000, 3002, 3004, 3006, 3008, 3010, 3012, 3014, 3016, 3018, 3020, 3022, 3024, 3026, 3028, 3030, 3032, 3034, 3036, 3038, 3040, 3042, 3044, 3046, 3048, 3050, 3052, 3054, 3056, 3058, 3060, 3062, 3064, 3066, 3068, 3070, 3072, 3074, 3076, 3078, 3080, 3082, 3084, 3086, 3088, 3090, 3092, 3094, 3096, 3098, 3100, 3102, 3104, 3106, 3108, 3110, 3112, 3114, 3116, 3118, 3120, 3122, 3124, 3126, 3128, 3130, 3132, 3134, 3136, 3138, 3140, 3142, 3144, 3146, 3148, 3150, 3152, 3154, 3156, 3158, 3160, 3162, 3164, 3166, 3168, 3170, 3172, 3174, 3176, 3178, 3180, 3182, 3184, 3186, 3188, 3190, 3192, 3194, 3196, 3198, 3200, 3202, 3204, 3206, 3208, 3210, 3212, 3214, 3216, 3218, 3220, 3222, 3224, 3226, 3228, 3230, 3232, 3234, 3236, 3238, 3240, 3242, 3244, 3246, 3248, 3250, 3252, 3254, 3256, 3258, 3260, 3262, 3264, 3266, 3268, 3270, 3272, 3274, 3276, 3278, 3280, 3282, 3284, 3286, 3288, 3290, 3292, 3294, 3296, 3298, 3300, 3302, 3304, 3306, 3308, 3310, 3312, 3314, 3316, 3318, 3320, 3322, 3324, 3326, 3328, 3330, 3332, 3334, 3336, 3338, 3340, 33

Sheryl Hayko 9/30/13

JULY 2002

ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT

4. **EFFECTIVE DATE.** This Agreement will not become effective until it is accepted in writing by LENDER.
5. **DEFAULT/CANCELLATION.** Insured is in default under this agreement if (a) a 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 provided, however, when required by applicable law, Insured may be deemed in default only under clause (a) above. Clauses (b) and (c) are not applicable in FL, MD, NV, NC or VA. At any time after default, LENDER can demand and has the right to receive immediate payment of the total unpaid amount due under this Agreement even if LENDER has not received any refund of unearned premium. If the Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on the Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by applicable law. If a default by the Insured results in cancellation of any insurance policy listed in the Schedule of Policies, the Insured agrees to pay a cancellation charge where allowed by applicable law (not permitted in AK, FL, KS, KY, NV, NY, NC, PA, SC, TX or VA). If cancellation occurs, where permitted by law, the Insured agrees to pay LENDER interest on the balance due at the contract rate or at the maximum lawful rate, whichever is less, until the balance is paid in full or until such other date as provided by applicable law.
6. **RETURNED CHECK CHARGE.** If an Insured's check is dishonored for any reason and if permitted by law, the Insured will pay LENDER a returned check charge equal to the maximum fee permitted by law (not permitted in KY, \$15 in FL & NV, \$20 in VA, maximum of \$25 in MD).
7. **REINSTATEMENT.** Once a Notice of Cancellation has been sent to any insurance company, LENDER has no duty to reinstate it or to ask that the policy be reinstated, even if LENDER later receives a payment from Insured. In the event LENDER requests reinstatement, such request does not guarantee that coverage will be reinstated by the insurance company. Payments that LENDER receives after sending a Notice of Cancellation may be applied to Insured's account without changing any of LENDER's rights under this Agreement.
8. **LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED.** After any financed policy is cancelled, whether by LENDER, the Insured, or the insurance companies listed in the Schedule of Policies, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security hereon and to apply them to Insured's unpaid balance under this Agreement or any other agreement between the Insured and LENDER (in VA funds cannot be applied to another agreement). Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. If the amount received is more than the amount owed by Insured, any excess amount will be refunded to Insured, the minimum refund is \$1.00 (no minimum in VA). If the amount received is less than the amount owed by Insured, Insured will be responsible for the deficiency. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the financed policies.
9. **ASSIGNMENT.** Insured may not assign any policy without LENDER's written consent. However, LENDER's consent is not needed to add mortgagees or other persons as loss payees to financed policies. LENDER may transfer its rights under this Agreement to anyone without the consent of Insured.
10. **AGENT OR BROKER.** Insured agrees that the insurance Agent or Broker issuing the policies or through whom the 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 the 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 (Not applicable in VA). Any questions regarding this payment should be directed to the Agent or Broker.
11. **COLLECTION COSTS.** Insured agrees to pay reasonable attorney fees, courts 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 (not permitted in KY or MD).
12. **LIABILITY.** Insured understands and agrees that LENDER is not liable to Insured or any person in equity upon the exercise of LENDER's right of cancellation except in the event of willful or intentional misconduct by LENDER. This provision is not permitted in KY.

13. **GOVERNING LAW.** This Agreement is governed by and interpreted under the laws of the state where the Insured resides, except for conflict of laws principles thereof. If any court finds any part of this Agreement to be invalid, such finding shall not affect the remaining provisions of this Agreement.

14. **WARRANTY OF ACCURACY.** The Insured represents and warrants that to the best of its knowledge (i) the insurance policies listed in the Schedule of Policies are in full force and effect and that the Insured has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees, (ii) that unless disclosed on Page 1, none of the policies listed in the Schedule of Policies are for personal, family or household purposes, (iii) the Cash Down Payment and any past due payments have been paid in full to the agent in cash or other immediately available funds, (iv) all information provided herein or in connection with this Agreement is true, correct, complete and not misleading, (v) no proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, (vi) the Insured has no indebtedness to the insurers issuing the listed policies and none of those insurers have asserted any claims for payment against the Insured, and (vii) there is no term or provision in any listed policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of such policies.

15. **AUDIT AND REPORTING FORM POLICIES.** If any financed policies are auditable, reporting form policies or subject to retrospective rating, the Insured agrees to fully comply with all audits and pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premiums advanced by LENDER and retained by the insurance company.

16. **CORRECTIONS.** LENDER may insert the names of the insurance companies and policy numbers, 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 (Not applicable in KY or VA).

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

The Agent or Broker executing this Agreement represents, warrants, and agrees:

- (1) The Insured has received a copy of this Agreement and has authorized this transaction, the Insured's signature is genuine and the cash down payment has been received from the Insured, (2) the listed policies are in full force and effect, and the information contained in the Schedule of Policies including the premium amount is correct, except for assigned risk policies where the actual premium amount may be unknown at this time, (3) 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, (4) no direct company bill, audit or reporting form policies, or policies subject to retrospective rating or to minimum earned premium, are included, except as previously disclosed in writing to LENDER, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the Insured or LENDER (or its successors and assigns) with proper notice, and the unearned premiums will be computed on the standard short rate or pro rata table except as previously disclosed in writing to LENDER, (6) to the best of the undersigned's knowledge and belief, there are no bankruptcy, receivership, or insolvency proceedings affecting the Insured, (7) to hold LENDER, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from violations of these Representations and Warranties or from errors, omissions, or inaccuracies of Agent or Broker in preparing this Agreement, (8) to pay all reasonable attorney fees, courts costs, and other collection costs incurred by LENDER in recovering amounts due from the Agent or Broker in connection with any breach of these Agent or Broker Representations and Warranties, (9) to indemnify LENDER for any and all losses LENDER incurs as a result of any error committed by the Agent or Broker in completing or failing to complete any portion of this Agreement, and (10) to hold in trust for LENDER any payments made or credited to the Insured through or to the undersigned directly or indirectly, actually or constructively by the insurance companies or LENDER and to pay the monies as well as the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness of the Insured.

NC License #482 CA License #1850 VA License #P146 California Borrowers **FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA**

LENDER:

COMMERCIAL PREMIUM FINANCE AGREEMENT

450 Skokie Blvd, Suite 1000

Lake Forest Premium Finance Company
c/o First Insurance Funding Corp.
450 Skokie Blvd, Suite 1000

FIRST INSURANCE

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

Quote#: 000002488729

Northbrook, IL 60062

INSURED/BORROWER Customer ID:n/a
(Name and address as shown on Policy)
Santa Fe Gold Corporation

AGENT or BROKER 07075-4001
(Name and Business Address)
WILLIS OF ARIZONA, INC.

6100 Uptown Blvd. NE
Suite 600
Albuquerque

NM 87110

16220 N Scottsdale Road, #600

Scottsdale

P.O. Box 730054

AZ 85254

75373

LOAN DISCLOSURE

Total Premiums, Taxes and Fees	Cash Down Payment	Unpaid Premium Balance	Documentary Stamp Tax (only applicable in Florida)	Amount Financed (amount of credit provided on your behalf)	FINANCE CHARGE (dollar amount the credit will cost you)	Total of Payments (amount paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
127,057.00	12,930.36	114,126.64	0.00	114,126.64	2,246.60	116,373.24	4.70%

YOUR PAYMENT SCHEDULE WILL BE:

Mail Payments to: FIRST Insurance Funding Corp., PO Box 66468, Chicago, IL 60666-0468

Number of Payments	Amount of Each Payment	First Installment Due	Beginning
9	12,930.36	Installment Due Dates	11/01/2013
			Monthly

SECURITY INTEREST. The named insured (herein referred to as "Insured") grants LENDER a security interest in the financed policies, including (but only to the extent permitted by applicable law) all return premiums, dividend payments (not applicable in KY), and loss payments which reduce unearned premium, subject to an mortgagee or loss payee interest. If any circumstances exist in which all premiums related to any financed policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.

FINANCE CHARGE. The finance charge begins accruing on the earliest effective date of the policies listed in the Schedule of Policies. The finance charge may include a nonrefundable service charge equal to the maximum amount permitted by law (\$10 in AK, DE, NY & PA, \$25 in NV, \$12 in NJ, \$15 in NC, RI & VA, \$1 in MA, \$20 in FL). The finance charge is computed using a 365-day calendar year.

LATE PAYMENT. A late charge will be assessed on any installment at least 5 days in default (7 days in VA or such later date as required by applicable law, 10 days in MA & TX). This late charge will equal 5% of the delinquent installment or the maximum late charge permitted by applicable law, whichever is less (greater of \$1 or 5% in FL, greater of \$25 or 1.5% in NJ, \$5 maximum in DE, MT and ND; \$100 maximum in MD, 5% in VA).

PREPAYMENT. The Insured is entitled to a refund of part or all of the unearned finance charge if the loan is prepaid in full prior to the last installment due date. The refund shall be computed according to applicable law subject to any nonrefundable service charge. In VA the refund shall be calculated using the short rate method. In CA the rebate is in compliance with Cal Fin Code § 18629.

SCHEDULE OF POLICIES

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	02360-001 - Granite State Insurance Co	WC [ME% 0.000 CX 10]	12	10-01-2013 FIN TXS/FEES ERN TXS/FEES	127,057.00 0.00 0.00
TOTAL					127,057.00

INSURED'S AGREEMENT:

1. In consideration of the premium payment being advanced by LENDER to the insurance companies listed in the Schedule of Policies, their representative or the Agent or Broker listed above, the Insured promises to pay, to the order of LENDER, the Total of Payments subject to all of the provisions set forth in this Agreement.

2. **POWER OF ATTORNEY.** INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority in the event of default under this Agreement, to (i) cancel the financed policies in accordance with the provisions contained herein, (ii) receive all sums assigned to LENDER, and (iii) execute and deliver on behalf of the Insured all documents, forms and notices relating to the insurance policies listed on the Schedule of Policies in furtherance of this Agreement (clauses (ii) and (iii) are not applicable in Florida). Insured agrees that this right to cancel will terminate only after all of Insured's indebtedness under this Agreement is paid in full.

3. **SIGNATURE & ACKNOWLEDGEMENT.** Insured has signed and received a copy of this Agreement. If the Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of the Insured. All named Insured(s), jointly and severally if more than one, agree to all provisions set forth in this Agreement. Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.

NOTICE TO INSURED: (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completed 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 receive partial refund of the finance charge. (4) Keep your copy of this Agreement to protect your legal rights.

Signature of Insured or Authorized Agent

Date

Signature of Agent

Date

Q# 00002488729 CONT. TYPE LKE PRN 092613 CFC:InternalRT:WILLIS-F CRD:BP Bill P/E:1,141 27 FID

0000 SUB FINCODEFALLT

The undersigned hereby warrants and agrees to the Agent or Broker
Representations and Warranties set forth herein.

FIF ST 2012

ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT

4. **EFFECTIVE DATE.** This Agreement will not become effective until it is accepted in writing by LENDER.
5. **DEFAULT/CANCELLATION.** Insured is in default under this agreement if (a) a 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; provided, however, when required by applicable law, Insured may be deemed in default only under clause (a) above. Clauses (b) and (c) are not applicable in FL, MD, NV, NC or VA. At any time after default, LENDER can demand and has the right to receive immediate payment of the total unpaid amount due under this Agreement even if LENDER has not received any refund of unearned premium. If the Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on the Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by applicable law. If a default by the Insured results in cancellation of any insurance policy listed in the Schedule of Policies, the Insured agrees to pay a cancellation charge where allowed by applicable law (not permitted in AK, FL, KS, KY, NV, NY, NC, PA, SC, TX or VA). If cancellation occurs, where permitted by law, the Insured agrees to pay LENDER interest on the balance due at the contract rate or at the maximum lawful rate, whichever is less, until the balance is paid in full or until such other date as provided by applicable law.
6. **RETURNED CHECK CHARGE.** If an Insured's check is dishonored for any reason and if permitted by law, the Insured will pay LENDER a returned check charge equal to the maximum fee permitted by law (not permitted in KY; \$15 in FL & NV; \$20 in VA; maximum of \$25 in MD).
7. **REINSTATEMENT.** Once a Notice of Cancellation has been sent to any insurance company, LENDER has no duty to rescind it or to ask that the policy be reinstated, even if LENDER later receives a payment from Insured. In the event LENDER requests reinstatement, such request does not guarantee that coverage will be reinstated by the insurance company. Payments that LENDER receives after sending a Notice of Cancellation may be applied to Insured's account without changing any of LENDER's rights under this Agreement.
8. **LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED.** After any financed policy is cancelled, whether by LENDER, the Insured, or the insurance companies listed in the Schedule of Policies, 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 the Insured and LENDER (in VA funds cannot be applied to another agreement). Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. If the amount received is more than the amount owed by Insured, any excess amount will be refunded to Insured; the minimum refund is \$1.00 (no minimum in VA). If the amount received is less than the amount owed by Insured, Insured will be responsible for the deficiency. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the financed policies.
9. **ASSIGNMENT.** Insured may not assign any policy without LENDER's written consent. However, LENDER's consent is not needed to add mortgagees or other persons as loss payees to financed policies. LENDER may transfer its rights under this Agreement to anyone without the consent of Insured.
10. **AGENT OR BROKER.** Insured agrees that the insurance Agent or Broker issuing the policies or through whom the 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 the 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 (Not applicable in VA). Any questions regarding this payment should be directed to the Agent or Broker.
11. **COLLECTION COSTS.** Insured agrees to pay reasonable attorney fees, courts 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 (not permitted in KY or MD).
12. **LIABILITY.** Insured understands and agrees that LENDER is not liable 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. This provision is not permitted in KY.
13. **GOVERNING LAW.** This Agreement is governed by and interpreted under the laws of the state where the Insured resides, except for conflict of laws principles thereof. If any court finds any part of this Agreement to be invalid, such finding shall not affect the remaining provisions of this Agreement.
14. **WARRANTY OF ACCURACY.** The Insured represents and warrants that to the best of its knowledge (i) the insurance policies listed in the Schedule of Policies are in full force and effect and that the Insured has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees, (ii) that unless disclosed on Page 1, none of the policies listed in the Schedule of Policies are for personal, family or household purposes, (iii) the Cash Down Payment and any past due payments have been paid in full to the agent in cash or other immediately available funds, (iv) all information provided herein or in connection with this Agreement is true, correct, complete and not misleading, (v) no proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, (vi) the Insured has no indebtedness to the insurers issuing the listed policies and none of those insurers have asserted any claims for payment against the Insured, and (vii) there is no term or provision in any listed policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of such policies.
15. **AUDIT AND REPORTING FORM POLICIES.** If any financed policies are auditable, reporting form policies or subject to retrospective rating, the Insured agrees to fully comply with all audits and 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 LENDER and retained by the insurance company.
16. **CORRECTIONS.** LENDER may insert the names of the insurance companies and policy numbers, 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 (Not applicable in KY or VA).

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

The Agent or Broker executing this Agreement represents, warrants, and agrees:

- (1) The Insured has received a copy of this Agreement and has authorized this transaction, the Insured's signature is genuine and the cash down payment has been received from the Insured, (2) the listed policies are in full force and effect, and the information contained in the Schedule of Policies including the premium amount is correct, except for assigned risk policies where the actual premium amount may be unknown at this time, (3) 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, (4) no direct company bill, audit, or reporting form policies, or policies subject to retrospective rating or to minimum earned premium, are included, except as previously disclosed in writing to LENDER, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the Insured or LENDER (or its successors and assigns) with proper notice, and the unearned premiums will be computed on the standard short rate or pro rata table except as previously disclosed in writing to LENDER, (6) to the best of the undersigned's knowledge and belief, there are no bankruptcy, receivership, or insolvency proceedings affecting the Insured, (7) to hold LENDER, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from violations of these Representations and Warranties or from errors, omissions, or inaccuracies of Agent or Broker in preparing this Agreement, (8) to pay all reasonable attorney fees, courts costs, and other collection costs incurred by LENDER in recovering amounts due from the Agent or Broker in connection with any breach of these Agent or Broker Representations and Warranties, (9) to indemnify LENDER for any and all losses LENDER incurs as a result of any error committed by the Agent or Broker in completing or failing to complete any portion of this Agreement, and (10) to hold in trust for LENDER any payments made or credited to the insured through or to the undersigned directly or indirectly, actually or constructively by the insurance companies or LENDER and to pay the monies as well as the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness of the Insured.

NC License #482. CA License #1850. VA License #PF146. California Borrowers: **FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA**

Loan Account 6084 (continued)

Date	Trans	Charges	Credits	Check #	Pmts Due	LC/Other	Days
07/13/14	L/C Due	218.45			16,628.14	2,810.70	254
07/16/14	BILLING				16,628.14	2,810.70	257
07/31/14	PMI Due	151.89			16,628.14	2,962.59	272
08/17/14	BILLING				16,628.14	2,962.59	289
09/01/14	PMI Due	162.02			16,628.14	3,124.61	304
09/16/14	BILLING				16,628.14	3,124.61	319
10/01/14	PMI Due	151.89			16,628.14	3,276.50	334
10/16/14	BILLING				16,628.14	3,276.50	349
11/02/14	PMI Due	162.02			16,628.14	3,438.52	366
11/16/14	BILLING				16,628.14	3,438.52	380
11/26/14	Spread		22,693.00	B-WIRE	16,628.14	3,438.52	390
12/02/14	PMI Due	64.23			16,628.14	3,502.75	396
12/22/14	Pmt		16,628.14	WRITE OFF	0.00	3,502.75	0
12/22/14	L/C Pmt		2,810.70	WRITE OFF	0.00	692.05	0
12/22/14	PMI Pmt		692.05	WRITE OFF	0.00	0.00	0



1 of 1 DOCUMENT

Michie's Annotated Statutes Of New Mexico

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*** This section is current through the Second Session of the Fiftieth Legislature and the Results of the November 6,
2012 General Election ***

CHAPTER 59A. INSURANCE CODE
ARTICLE 45. PREMIUM FINANCING

Go to the New Mexico Code Archive Directory

N.M. Stat. Ann. § 59A-45-12 (2012)

§ 59A-45-12. Exemption from any filing requirement

No filing of the premium finance agreement shall be necessary to perfect the validity of such agreement as a secured transaction as against creditors, subsequent purchasers, pledges and encumbrances, successor or assigns.

HISTORY: Laws 1984, ch. 127, § 843.

NOTES:

LexisNexis 50 State Surveys, Legislation & Regulations

Insurance Premium Financing

FIRST INSURANCE
FUNDING

A WINTRUST COMPANY

450 Skokie Blvd, Suite 1000
Northbrook, IL 60062-7917

Santa Fe Claims Processing
c/o American Legal Claim Services
P.O. Box 23650
Jacksonville, FL 32241-3650

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12/03/2015

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