

Credit Card Authorization Agreement
Addendum to Bond Agreement and Promissory Note:
Collateral and Additional Premium

PLEASE READ AND REVIEW THE FOLLOWING TERMS ON **BOTH SIDES** OF THIS DOCUMENT CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM BEFORE SIGNING THIS AGREEMENT. ONCE SIGNED, THE TERMS BELOW WILL CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND LEXINGTON NATIONAL INSURANCE CORPORATION (REFERRED TO HEREINAFTER AS "COMPANY") AND _____ (REFERRED TO HEREINAFTER AS "PRODUCER") IN WHICH COMPANY AND PRODUCER WILL HAVE AUTHORITY TO MAKE CHARGES TO YOUR CREDIT CARD, AND PLACE HOLDS ON AMOUNTS TO BE CHARGED TO THAT CREDIT CARD, BOTH IMMEDIATELY AND IN THE FUTURE, WHERE INDICATED. BY SIGNING THIS AGREEMENT, YOU ARE PROMISING TO NOT ONLY PAY SUCH AMOUNTS ON A TIMELY BASIS, BUT TO KEEP SUCH CREDIT AMOUNTS AVAILABLE TO BE CHARGED BY COMPANY AND PRODUCER, WHERE INDICATED. YOUR FAILURE TO DO SO, WHETHER INTENTIONAL OR UNINTENTIONAL, WILL CONSTITUTE A BREACH OF YOUR AGREEMENTS WITH COMPANY AND PRODUCER, INCLUDING THE APPLICABLE BOND AGREEMENT AND PROMISSORY NOTE EXECUTED CONCURRENTLY HEREWITH, AND MAY SUBJECT YOU TO ADDITIONAL FEES AND CHARGES, INCLUDING IMMEDIATE PAYMENT OF THE UNPAID PORTION OF THE ENTIRE BOND AMOUNT.

By accepting these terms, the undersigned indemnitor(s) (referred to hereinafter as "Undersigned"), jointly and severally, hereby authorize(s) Company and Producer to place a hold upon and/or charge the Undersigned's Credit Card based upon the terms and conditions of this Credit Card Authorization Agreement (referred to hereinafter as the "CCAA") and the Bond Agreement and Promissory Note executed concurrently herewith (referred to hereinafter as the "Bond Agreement") with respect to the Alien and/or "A" Number identified below. As the Undersigned has elected to pay certain amounts owed under the Bond Agreement by credit card, the Undersigned will also be bound to the terms of its agreement with its credit card issuer. If the credit card information provided by the Undersigned is invalid, or if the charges or holds authorized herein are declined for any reason, those payment terms set forth herein and within the referenced Bond Agreement shall automatically be deemed to be owed immediately.

Card Type: <input type="checkbox"/> Discover <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express	<u>Credit Card Billing Information</u>
Name as Printed on Card:	Name:
Credit Card Number:	Billing Address:
Expiration Date: CID#:	City: State: Zip:
Alien Name :	Telephone Number:
Total Amount of Bond:	Alien "A" #:

By signing and submitting this CCAA, the Undersigned attests that the information provided in this application is true and correct to the best of the Undersigned's knowledge, and the Undersigned intends it to be relied upon by the Company and Producer. The Undersigned also hereby expressly agrees to and accepts all Terms and Conditions set forth herein, including those set forth on the reverse side of this CCAA, subject to acceptance by the Company and Producer.

COLLATERAL AND ADDITIONAL PREMIUM CHARGE SCHEDULE

Description of Charge	Amount	Initials	Immediate Deposit/Hold Terms
<u>Collateral Hold / Deposit</u> The term "Collateral" as used in this Agreement shall have the same use and meaning as referred to in the Bond Agreement executed concurrently herewith, and the parties shall have the same obligations with regard to the deposit, management, deduction, and return of collateral as required under the Bond Agreement.	Total Collateral Hold \$ _____	_____	\$ _____ collateral hold amount to be immediately placed on Credit Card.
	Total Collateral Deposit \$ _____	_____	\$ _____ collateral deposit to be immediately deducted from Credit Card.
	Monthly Collateral Deposit \$ _____	_____	\$ _____ monthly collateral deposit to be deducted from Credit Card / hold amount beginning on _____, 2____, and continuing monthly thereafter until total amount deposited as cash collateral equals total bond amount (#2 of Bond Agreement).
<u>Additional Premium / Renewal Premium</u> (#1 of Bond Agreement)	Annual Amount \$ _____	_____	\$ _____ Additional Premium charge authorized to be deducted annually from Credit Card beginning on following date: _____, 2____, and continuing for each subsequent year thereafter.

X _____
 Signature Date Print Name

Terms and Conditions

1. **The Undersigned hereby authorizes the Company and Producer to either charge the above-referenced credit card (the "Card") or place a hold on amounts to be charged to the Card as set forth within the Premium Charge Schedule or the Collateral and Additional Premium Charge Schedule, whichever appears on the reverse side of this document (referred to hereinafter as the "Schedule"). The Undersigned hereby agrees that should the Company or Producer incur any fees, costs or charges imposed by the company issuing the Card (the "Card Company") or any third party authorized by Card Company, arising out of the placing of any hold amount(s) that would otherwise not be imposed if such hold amount(s) were immediately charged to the Card, the Company and Producer shall be permitted to immediately charge such additional amounts to the Card, at their option and in their sole discretion. _____ [Cardholder Initials]**

2. The Undersigned hereby acknowledges and agrees that those amounts set forth on the Schedule as immediate charges or as recurring "hold" amounts will be submitted to the Undersigned's Card Company by the Company or Producer either immediately or on a monthly basis, as applicable. The Undersigned further acknowledges and agrees that all such amounts will not be available for purchases and similar transactions once such hold amounts are submitted and applied by the Card Company, as set forth and unless stated otherwise within the Undersigned's agreement with his/her/its Card Company. Furthermore, the Undersigned hereby acknowledges and agrees that any hold amounts authorized by the Undersigned within the attached Schedule shall be unencumbered and available to be charged up to the full hold amount set forth therein, and for the periods of time reflected within the applicable Bond Agreement and this CCAA.

3. In the event the Undersigned fails to maintain the availability of those amounts pledged as collateral under this CCAA, or any portion thereof, without the prior written consent of the Company or Producer, or in the event the Undersigned is divested of his/her/its right to credit in the manner set forth herein, whether through voluntary or involuntary means, the Company or Producer may, at their option, declare all sums due and owing under this agreement and the Bond Agreement immediately due and payable from Undersigned to the Company and Producer. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to further or successive transactions.

4. **THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES THAT AN OCCURRENCE OF ANY OF THE FOLLOWING SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THIS CCAA AND APPLICABLE BOND AGREEMENT, ENTITLING THE COMPANY AND PRODUCER TO ACCELERATE AND MAKE IMMEDIATELY DUE AND PAYABLE ALL AMOUNTS DUE UNDER THIS CCAA AND APPLICABLE BOND AGREEMENT, AND TO IMMEDIATELY CHARGE ALL SUCH AMOUNTS TO THE CARD: (A) LACK OF AVAILABLE FUNDS ON THE CARD TO TIMELY MEET THE PAYMENT AND/OR HOLD OBLIGATIONS SET FORTH HEREIN; (B) THE ALIEN'S BREACH OF THE BOND ISSUED PURSUANT TO THE APPLICABLE BOND AGREEMENT (SEE BOND AGREEMENT #5); OR (C) ANY OTHER EVENT OF DEFAULT AS SET FORTH WITHIN THE APPLICABLE BOND AGREEMENT.**

5. This CCAA shall take effect upon execution by the Undersigned and acceptance by the Company and Producer, and shall continue in effect until terminated as provided herein and/or the applicable Bond Agreement. The Undersigned's obligations to pay as set forth within this CCAA, the applicable Bond Agreement, or any other related agreement shall not be limited by such termination.

6. This CCAA shall terminate upon occurrence of a terminating event as set forth within Paragraph 4 of the applicable Bond Agreement. In such an event, and provided all prior obligations have been satisfied and no event of default has yet occurred or has otherwise been previously waived, the Company and Producer will return any remaining collateral amounts charged to the Card in the form of a credit to the Card, and shall release all hold amounts, minus all monies then due and owing to the Company and Producer under the Bond Agreement, this CCAA or any other related contract between the Parties.

7. The Undersigned agrees to defend, indemnify and hold the Company and Producer harmless, at the Undersigned's expense, from and against any claim or liability that may arise as the result of the Undersigned providing any false or misleading information herein, and/or the Undersigned's failure to abide by any of the terms of this CCAA or applicable Bond Agreement. To that end, the Undersigned shall defend, at his/her/its own expense, any legal or administrative action arising therefrom, and the Undersigned shall also pay all costs and damages awarded against the Company and Producer in any such action or incurred by the Company and Producer through the defense or settlement of such claim.

8. Other than as set forth hereinabove, in the Bond Agreement, and within directly or indirectly incorporated agreements, this CCAA constitutes the entire agreement between the Company and Producer, on one hand, and the Undersigned, on the other hand, relating to Card authorizations, holds and payments only, and supersedes all prior oral and written or contemporaneous oral negotiations, commitments and understandings of the Parties with respect to such Card-related matters. This CCAA may not be changed or amended except by a writing executed by all Parties hereto. The Undersigned may not assign this Agreement without the prior written consent of the Company and Producer. The Undersigned agrees that this Agreement shall be construed in a neutral manner, neither for nor against either Party, regardless of the Party who drafted it.

9. This CCAA shall be governed by and construed and enforced in accordance with the laws of the United States and the State of Florida as applied to agreements entered into and to be performed entirely within the State of Florida between Florida residents. The Undersigned hereby submits to the jurisdiction of the State and Federal Courts located within _____ County, Florida, and agrees that any suit by the Undersigned shall be commenced in one of such courts.

10. If any legal action is brought relating to the enforcement or interpretation of this CCAA, the prevailing party shall be entitled to recover his/her/its costs and reasonable attorneys' fees.

11. If any provision of this CCAA shall be held invalid or unenforceable, such provision shall be modified to render it valid and enforceable while to the fullest extent possible preserving the economic effect of the original provision, and the remainder of this CCAA shall remain in full force and effect.

X _____
Signature Date Print Name