

**G. J. SULLIVAN CO.
FARMERS AGENT
PRODUCER DATA SHEET**

Please provide us with the following information:

How did you hear of GJS? _____

NAME: _____

NAME OF AGENCY (DBA): _____

PHYSICAL STREET ADDRESS: _____

MAILING ADDRESS: _____

(If Different from Physical Address) _____

E-MAIL ADDRESS: _____

POLICIES WILL BE EMAILED TO YOU

BUSINESS TELEPHONE NO.: _____

BUSINESS FAX NUMBER: _____

S.S. NO./TAX I.D. NO.: _____

ACCOUNTING CONTACT NAME & EMAIL: _____

BANK NAME:
(TRUST ACCOUNT) _____

Please attach the following items:

- | | |
|---|---|
| 1) Copy of Producer's license | 3) Signed Producer Agreement Completed and signed |
| 2) Completed and signed Producer Data Sheet | 4) Proof of E&O Insurance (\$1,000,000 Limit) |
| 5) Completed and signed W-9 | 6) Payment Terms initialed |

Please provide New Business Submission with paperwork to be considered for approval.

Thank you.

G. J. SULLIVAN CO.
EXCESS AND SURPLUS LINES BROKERS
P.O. Box 4880
Anaheim, CA 92803-4880
Insurance License #0613886

PRODUCER'S AGREEMENT

I. DEFINITION

G.J. Sullivan Co., Excess & Surplus Lines Brokers shall be referred to as the General Agent hereafter. The Producer is a qualified Agent of the Farmers Insurance Group of America.

II. AUTHORITY GRANTED BY GENERAL AGENT TO PRODUCER

The Producer shall have authority to solicit on behalf of and submit applications for Insurance to the General Agent in accordance with the General Agent's guidelines. The General Agent shall have the unqualified right to reject any risk submitted for any reason. The Producer shall have no authority to bind risks. By signing this agreement, the Producer agrees that neither he, nor his associates, successors, affiliated companies or employees, may bind any Insurance Company represented by the General Agent on any risk. Binding of such risk will not become effective without the following: a signed and completed application, including any additional underwriting information which may be required; determination of coverages, terms, conditions and premiums, and final acceptance of the risk by the General Agent.

The Producer shall act as an independent contractor, and not as employee or agent of the General Agent. The Producer shall control the method of his operation and exercise independent judgment in any action taken pursuant to this agreement.

III. COMPENSATION

As full compensation for the Producer's services under this agreement, the General Agent will pay the Producer a commission on business which he submits to the General Agent and which the General Agent accepts. The Producer may deduct his commission from the premiums he collects for the General Agent.

The Producer's commission will be based on the commission rate in effect on the date Insured is required to pay the premium. The General Agent reserves the right to determine the rate of commissions on any risk and to amend commission schedules without prior notice to the Producer.

If the Insurance Carrier or the General Agent issues any return premiums to an Insured, the Producer must repay to the Insured the commission he received on the return premium amount. The rate of return commission amount shall be the same rate at which the commission was originally paid.

The General Agent may reduce or offset the amount of commissions to be paid to the Producer by any amounts of money which the Producer owes the General Agent. The amount of the reduction or set off may include commissions that must be returned to the General Agent or any expense, including legal fees, the General Agent incurs as a result of claims or demands by third parties arising out of the Producer's conduct.

IV. PREMIUM PAYMENT

The following procedures will apply to the Producer's collection and payment of premiums: In accordance with the General Agent's procedures, the Producer will collect, account for any pay premiums on business he solicits and submits to the General Agent. The Producer will be responsible for collecting all premiums on business which he solicits and which is accepted by the General Agent. The Producer must pay the General Agent all earned premiums even if he does not collect it from the policyholder. Payment terms may vary by market.

Additional premiums which develop by audit or under reporting forms policies will be handled specially. The Producer's duty to pay the General Agent such additional premiums will be satisfied within 45 days after billing date if the Producer notifies the General Agent in writing that he has not been able to collect such premiums. The Producer will not be paid any commission on any premium the Producer does not collect.

All premiums, including return or renewal premiums, which the Producer receives are the property of the General Agent. The Producer will hold such premiums as a trustee for the General Agent. The Producer will hold such premiums in a separate trust account in accordance with the laws and regulations of the Producer's governing jurisdiction. This trust relationship and the General Agent's ownership of the premiums will not be affected by the General Agent's books showing a creditor-debtor relationship, the amount of balances at stated periods of the Producer's retention of commission. The Producer shall comply with the General Agent's request for the tender of any premiums obtained pursuant to this General Agreement, even if a dispute arises as to the amount of commissions owed to the Producer. Unless the General Agent agrees otherwise in writing, the Producer must maintain premium monies in a separate bank account and not commingle such monies with the Producer's own operating funds.

V. PAYMENT OF EXPENSES

The Producer will pay all his own expenses. Such expenses include, but are not limited to, clerical, postage, advertising, transportation, personal local license fees, legal fees and any other expenses the Producer may incur. Unless the General Agent has given the producer prior written permission, the Producer may not commit the General Agent to any expense or financial obligation.

VI. CLAIMS

All notices of claims, suits or losses are to be reported immediately in accordance with the General Agent's written procedures and the terms and conditions set forth in the insurance policy form. The Producer will cooperate with the insurance company when requested to assist in the investigation of claims and the collection of deductibles.

VII. CANCELLATION OF INSURANCE POLICIES AND PREMIUM FINANCING

The Producer shall be responsible for notifying the insurer that the return of any policy for cancellation will not be effective until sufficient time has elapsed for proper notice to insured, banks, mortgagee, loss payees, certificate holders, public utility commissioners or any other interested parties.

The Producer agrees to return to the financing company all return premiums on policies on which the premiums have been financed. The Producer further agrees that he will not make any such premiums refund to any party other than the involved financing company regardless of the amount or return premium shown on his monthly statement as a credit.

Additional premiums which develop by audit or under reporting form policies will be treated specially. The Producer's duty to pay the General Agent such additional premiums will be satisfied if within 45 days after the billing date (as in the case of additional premiums) the Producer notifies the General Agent in writing that he, the Producer, has not been able to collect such premiums. The General Agent or Carrier will then be responsible for collecting the premium. The producer will not be paid any commission on any premium he does not collect.

VIII. OWNERSHIP OF EXPIRATION LISTING/TERMINATION OF FARMERS INSURANCE GROUP CONTRACT

It is understood that the Producer owns all the policies placed with the General Agent. Should the Producer terminate his or her relationship with Farmers Insurance Group for any reason the business placed with the General Agent will not be renewed at expiration for said Producer, subject to compliance with state cancellation laws.

IX. ASSIGNMENT

The Producer may not assign any rights or obligation under this Agreement without the General Agent's prior written consent.

X. TERM/TERMINATION

This Agreement shall continue indefinitely and may be terminated with or without cause by either party by giving 45 days written notice to the other. On termination of this Agreement, the Producer shall promptly account for any pay to the General Agent the premiums for which he is liable and any other amount owed to the General Agent in accordance with the terms of this Agreement.

XI. ARBITRATION

All claims or disputes between the Parties to this Agreement, arising out of or relating to this Agreement, shall be decided by arbitration in accordance with the Commercial Arbitration Rules or the American Arbitration Association unless the parties mutually agree otherwise in writing.

XII. ATTORNEY'S FEES

In the event arbitration is required and commenced by either party to enforce this Agreement, the prevailing party shall be awarded its reasonable attorney's fees and expenses incurred in addition to any other relief to which that party is entitled.

XIII. INDEMNIFICATION

During the term of this Agreement, the Producer agrees to maintain a policy of errors and omissions insurance in the amount of \$1,000,000 each claim and in the annual aggregate to cover any act, error or omission in professional services rendered or which should have been rendered by the Producer or by any person whose acts, errors or omission the Producer is legally liable, and arising out of the conduct of the Producer's profession as an insurance agent and/or insurance broker. The Producer further agrees to hold the General Agent free and harmless from, and shall indemnify the General Agent for, any and all claims, obligations, costs, judgments, and attorney's fees arising from, growing out of, or in any way connected with conduct performed by the Producer pursuant to this Agreement.

XIV. NOTICES

All notices provided for under this Agreement shall be in writing and will be sufficient if sent by registered mail or facsimile transmission to the last known address of the Party to whom such notice is to be given. The current address of each Party and current facsimile telephone number is set forth on the signature page.

XV. SEVERABILITY

Every portion of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

XVI. GOVERNING JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of domicile of the Producer.

XVII. FARMERS/SULLIVAN AGREEMENT

It is understood and agreed that G.J. Sullivan Co. shall hold harmless the Farmers Insurance Group for any and all claims which may arise from the use of non-admitted markets should those non-admitted markets become insolvent.

XVIII. AGENTS INFORMATION

G.J. Sullivan Co. will utilize both admitted and non-admitted markets for the placement of individual risks. You, the producer should be aware that State Guarantee Funds, where available, do not at the present time cover any potential liabilities arising out of the insolvency of a non-admitted market.

XIX. MODIFICATIONS

This Agreement reflects the entire understanding of the parties, supersedes any prior discussions or agreements and may only be modified by mutual, written agreement of the parties.

Producer: _____
(Signature)

G.J. SULLIVAN CO.
EXCESS & SURPLUS LINES BROKERS

By: _____
(Printed Name)

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Payment Terms for G. J. Sullivan Co.

Contract New and Renewal Policies- GJS must receive net deposit (25% of gross premium, plus 100% of all taxes/fees, plus 100% of ALL FULLY EARNED Additional Insured Endorsements, minus Producer's commission) **and a copy of the premium finance agreement.** The **actual live check and other required financial documents must be received in our office within 10 days of the effective date.** **Full net payment** is expected no later than **30 days** from the effective date. Direct Bank Wire instructions are available upon request.

BROKERAGE POLICIES – Payment terms will be advised at time of quoting. Brokerage carriers often have special payment terms that differ from the GJS standard terms. Please understand that this is beyond the control of GJS.

Gross premiums under \$1,000 cannot be premium financed. 100% net must be paid in full at time of binding when gross premium is less than \$1,000.

Please note that all premium finance payments must be made payable directly to G. J. Sullivan. GJS does not accept agency drafts.

Contract Additional Premium Endorsements- All additional premium endorsements must be added to the finance contract or paid in full (gross premium minus commission) within **30 days of GJS's invoice date or as otherwise advised.** Please note that Brokerage companies may have different remittance terms required.

Fully Earned Additional Premium Endorsements- such as Additional Insureds must be paid in full within **10 days of the endorsement effective date** to avoid cancellation. No payment extensions will be given. Please note that Brokerage companies may have different remittance terms required.

Fully Earned Policy Premiums- such as Special Events must be **100% paid in full prior** to the effective date of the policy. Agent may retain commission.

Audit Premiums – 100% net due in full **20 days from invoice date.** If in dispute a documented dispute with all necessary supporting details must be received within those same 20 days. This dispute will be submitted to the Carrier for review and acceptance. Once an Audit is returned back to the Insurance Company for direct collection, all commissions are forfeited. Please immediately contact your Underwriter with further questions.

Contract Return Endorsements/Cancellations - When a return endorsement or cancellation credit is processed the return premium check will be issued as per the schedule below. This schedule reflects the way we receive credits back from the carriers which generally takes 45 days from the month end closing. For example:

| | | |
|--------------|--------|--|
| Invoice Date | 5/2006 | Check issuance date is between 7-20 and 7-25 |
| Invoice Date | 6/2006 | Check issuance date is between 8-20 and 8-25 |
| Invoice Date | 7/2006 | Check issuance date is between 9-20 and 9-25 |

Brokerage companies may have different return premium schedules that are beyond the control of GJS. GJS will endeavor to return brokerage RPs within 10 days of our receipt from the brokerage carrier.

NOTE: We are required by law to return the net credit to the finance companies directly. Agents are required to remit their unearned commission directly to the Finance Companies. By law, we **CAN NOT** use return endorsement credits to pay additional premium endorsements without approval of the premium finance company.

Please inform your insured that he/she must continue to make the regular premium finance payments until notified by the premium finance company that an adjustment has been made. Otherwise the loan may go into default and additional late fees may be due from your insured.

We hope this clarifies our payment terms and procedures. We do not offer statement remittance at this time to our Producers and ask that you pay based on the invoice you will receive from us with each transaction. If you have additional questions in regards to our remittance terms, please contact our CFO, Diane Moen, in the Orange Accounting Office at 714-621-2350.

_____ Initials

Ver. 8/15/08

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

| | | | |
|--|---|---|--|
| Print or type See Specific Instructions on page 2 | Name (as shown on your income tax return) | | |
| | Business name, if different from above | | |
| | Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | <input type="checkbox"/> Exempt from backup withholding | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) | |
| | City, state, and ZIP code | | |
| List account number(s) here (optional) | | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|---------------------------------------|
| Social security number |
| + |
| or |
| Employer identification number |
| + |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,