

AGENCY AGREEMENT

United Insurance Management, L.C. ("Company"), a limited liability company organized under the laws of the State of Florida, having its principal place of business at 360 Central Ave., Suite 900, St. Petersburg, Florida 33701, and having been duly authorized as the Managing General Agent for United Property & Casualty Insurance Company, does, this 19th day of August, 2015, authorize and appoint: Independent Market Solutions, LLC ("Agency") to represent the Company in the States indicated on the attached Commission Schedule in accordance with the provisions of this Agreement, the applicable insurance codes and laws of the states in which the Agency is authorized to produce or service Company business and any applicable rules and regulations of those states. Pursuant to this Agreement, the Agency shall represent the Company only with regard to those lines of insurance specified on the attached Commission Schedule.

For good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the Agency and the Company agree as follows:

SECTION I – DUTIES OF THE PARTIES

1. GOVERNING RULES AND LAW.

The Agency and its Producers agree to know and abide by the terms and conditions of this Agreement, the applicable laws of the states in which the Agency is authorized to produce or service Company business and any applicable rules and regulations of those states, the Company's underwriting standards and rules, as set forth in the Company's Agency Manual, all Company Bulletins or other directives provided to the Agency by the Company, as well as all amendments, modifications and supplements to any of these items.

The Agency and its Producers acknowledge that each will have access to and be in possession of certain sensitive data owned by individual applicants, which may qualify as personally identifiable information. Agency and its Producers agree to comply with all state and Federal laws and regulations relating to the access, possession, and use of that data, including but not limited to the Identity Theft Enforcement and Protection Act, the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act. The Agency and its Producers agree to implement and maintain appropriate measures designed to meet all state and Federal legal objectives and requirements.

The Agency and its Producers acknowledge and understand that the securities of the Company are publicly traded and that the securities laws of the United States prohibit any person or entity who is in possession of material, non-public information concerning the Company from purchasing or selling securities in reliance upon such information or from

communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities in reliance upon such information. The Agency and its Producers agree that each shall comply with all such applicable securities laws. Without limitation, the Agency and its Producers agree neither shall either directly or indirectly: (a) conduct any transactions involving securities of the Company in reliance upon any of the Confidential Information, or (b) communicate any of the Confidential Information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities in reliance upon any of the Confidential Information.

2. AGENT APPOINTMENTS.

- a. The Company may appoint licensed agents, which agents are employed by or directly affiliated with the Agency, to produce or service Company business. ("Producers").
- b. The Agency shall be responsible for all Company business conducted by its Producers. No Producer shall have any claim against the Company for commissions, salaries or any other remuneration. The Agency is responsible for all remuneration to Producers.
- c. The Agency agrees that all of its Producers shall be subordinate to the Agency and subject to all of the rules, restrictions, requirements and regulations set forth in this Agreement that apply to the Agency. The Agency shall ensure the Producers and any agent appointed by the Company and affiliated with the Agency agrees in writing to waive any post termination right to continue to service, and receive from the Company, commissions or other compensation relative to policies written by him or her for the Company during the existence of the appointment, and agrees to waive any post termination right to countersign certificates or endorsements necessary to continue such policies to the expiration date thereof, including renewal option periods, and agrees to waive any right to collect and remit premiums due thereon. If the Agency fails to obtain said written waivers then the Agency shall be responsible for all costs associated with the Company's obligations, if any.
- d. The Company reserves the right to decline to appoint any Producer. Furthermore, the Company reserves the right to terminate the appointment of any Producer.

3. BINDING AUTHORITY.

The binding authority of the Agency and its Producers is limited to only those lines of insurance specified on the attached Commission Schedule. The Commission Schedule is incorporated as part of this Agreement and may be amended from time-to-time by and at the sole discretion of the Company. With respect to those specified lines of insurance

only, the Agency and its Producers may solicit, receive applications, and bind coverage on behalf of the Company pursuant to the Company's underwriting guidelines. Binding authority for the Agency and its Producers shall cease immediately upon termination of this Agreement.

4. DIRECT BILL ADMINISTRATION.

- a. All applications for coverage written and bound by the Agency and its Producers shall be direct-bill only, unless otherwise agreed to by the Company in writing.
- b. The Company shall be responsible for the issuance of all policies of insurance, endorsements, notices, renewals and billing statements, unless otherwise agreed to by the Company in writing.
- c. Under no circumstances shall the Agency or its Producers have the authority to issue, endorse or cancel any policy on behalf of the Company.
- d. The Company shall clearly and prominently display the name of the Agency on all policies, endorsements, notices or other correspondence sent directly by the Company to the applicant or insured, and will promptly provide the Agency with a copy of all such communications.

5. PREMIUM SUBMISSION.

All premiums received or collected by the Agency on behalf of the Company, whether in gross or as a down payment under a Premium Payment Plan, shall be forwarded, along with the corresponding applications and other supporting documents, to the Company within five (5) business days following the inception date of coverage or the date application is taken, whichever occurs first. The Agency and its Producers shall not deduct commissions from the premiums, nor shall the Agency or its Producers charge or collect any fee or surcharge from an applicant or insured in excess of the applicable Company premium.

6. APPLICATIONS.

The Agency shall be responsible for ensuring that all applications submitted by the Agency and its Producers are complete and accurate. All applicants shall be furnished a copy of the completed application at the time of writing.

7. BOOKS AND RECORDS.

- a. The Agency shall maintain legible copies of all applications and related documents, correspondence, reports, claims information, books, accounts and records and any other documentation, electronic, film or otherwise ("Company Records") used, prepared or obtained by the Agency or its Producers in conducting Company business for a period of five (5) years after creation.

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- b. Company Records for the current year and the prior policy year shall at all times be maintained at the Agency's primary place of business. Thereafter, Company Records may be stored outside of the Agency's primary place of business.
 - c. The Agency shall maintain a complete, accurate and current Binder Log.
 - d. While this Agreement remains in effect, all Company Records of the Agency deemed necessary by Company to verify the Agency's compliance with this Agreement, the applicable insurance codes and laws of the states in which the Agency is authorized to produce or service Company business and any applicable rules and regulations of those states, shall be open and subject to inspection by the Company or any representative acting on behalf of the Company during normal business hours. The authorized representative(s) of the Company shall properly identify himself/herself and may examine, inspect and photocopy the Company Records of the Agency as deemed necessary by such authorized representative.
 - e. Upon termination of this Agreement, the Agency shall, upon request, promptly deliver all Company Records to the Company. Furthermore, the Agency shall grant the Company full liberty to inspect, review and record all information pertaining to Company business that belongs to or is in the possession of the Agency or its Producers.
 - f. Agency and its Producers agree to comply with applicable state laws in protecting the consumer's right to privacy. Further, Agency will notify the Company within twenty-four (24) hours of any request or subpoena for Company Records and agrees to cooperate with any Company efforts to file objections to the extent the Company deems it necessary to block such production. Agency shall not produce any Company Records without the Company's express consent, other than providing a consumer his or her own records, unless required to do so by law.
- 8. ERRORS AND OMISSIONS COVERAGE.**
- a. The Agency certifies that it has and shall maintain a current Errors and Omissions policy in full force and effect in an amount not less than \$500,000 per occurrence and \$1,000,000 annual aggregate and shall continue to maintain the same during the duration of this Agreement.
 - b. The Agency's Errors and Omissions policy must be issued by an insurer with at least a 'B' rating authorized to do business in the states in which the Agency is authorized to produce or service Company business or by an eligible Surplus Lines insurer with at least a 'B' (A.M. Best's) rating. The Agency shall promptly furnish the Company with a copy of such Errors and Omissions policy upon request. Failure to do so shall constitute grounds for the immediate termination of this Agreement by the Company.
 - c. The Errors and Omissions policy must cover the activities and conduct of the

Agency, its employees, and its Producers.

- d. The Agency shall notify the Company, in writing, within three business days, of termination or cancellation of the Agency's Errors and Omissions policy.

9. HOLD HARMLESS.

As to the Company:

The Company shall indemnify and hold harmless the Agency and its Producers, directors, officers and employees from and against any and all claims, causes of action, liabilities, demands, costs, fees (including reasonable attorney's fees), expenses, suits, judgments, adjudications and losses of whatever kind or nature arising or incurred as a result of the acts or omissions of the Company in connection with this Agreement.

The Agency shall notify the Company, in writing, within twenty-four (24) hours, of its receipt of any notice of action relating to any of the above-referenced liabilities, and the Company shall be entitled to participate in such action or to assume the defense of any such action. If the Company assumes the defense of any such action, it shall not be liable for any legal or other expenses subsequently incurred by the Agency and/or its Producers, directors, officers or employees absent the Company's approval, in writing, of such expenses.

As to the Agency:

The Agency shall indemnify and hold harmless the Company and its directors, officers and employees from and against any and all claims, causes of action, liabilities, demands, costs, fees (including reasonable attorney's fees), expenses, suits, judgments, adjudications and losses of whatever kind or nature arising or incurred as a result of the acts or omissions of the Agency, its employees or its Producers in connection with this Agreement.

The Company shall notify the Agency, in writing, within twenty-four (24) hours, of its receipt of any notice of action relating to any of the above-referenced liabilities, and the Agency shall be entitled to participate in such action or to assume the defense of any such action. If the Agency assumes the defense of any such action, it shall not be liable for any legal or other expenses subsequently incurred by the Company and/or its directors, officers or employees absent the Agency's approval, in writing, of such expenses.

10. MAINTAINING AGENCY/PRODUCER INFORMATION.

The Agency shall notify the Company, in writing, within five (5) business days of any change to its mailing address, phone number, fax number, name, or Tax Identification Number.

11. INDEPENDENT CONTRACTOR RELATIONSHIP.

The parties acknowledge that this Agreement creates an independent contractor relationship between the Company and the Agency. Nothing contained herein shall be construed as giving rise to an employee/employer relationship between the Agency or its Producers and the Company. The Agency and its Producers shall comply with all state and local statutes and regulations and shall pay all taxes, license fees or other levies upon the business of the Agency and/or its Producers.

12. BROKERAGE OF COMPANY BUSINESS.

The Agency is expressly prohibited from writing applications for coverage in the Company or otherwise producing any business on behalf of the Company pursuant to a formal or informal brokering arrangement with any person who is not a Producer for the Agency. Any such activity shall constitute grounds for the immediate termination of this Agreement.

13. ADVERTISING.

The Agency and its Producers shall not publish or cause to be published any advertisement, circular or other material referring to the Company or this Agreement, or using the Company's trademark, logo or other identifying mark without the Company's prior written approval.

14. REPORTING OF LOSS OR CLAIM.

The Agency and its Producers shall report all notices of loss, claims, and lawsuits to the Company within twenty-four (24) hours of the receipt or ascertainment of such notices of loss, claims, or lawsuits. Furthermore, the Agency and its Producers shall cooperate with the Company to facilitate the investigation, adjustment, settlement, payment, or defense of any claim or lawsuit.

15. COMPENSATION/COMMISSIONS.

- a. The Company shall pay commissions due the Agency on paid premiums in a timely manner, but not later than the last day of the calendar month following the calendar month in which each Company policy becomes effective or is issued, whichever is later. Commissions shall be payable to the Agency in accordance with the Company's Commission Schedule attached hereto and incorporated herein, minus any commissions on return premiums. Commissions shall not be earned by the Agency on any premiums collected by the Company through the use of an attorney or collection agency.
- b. In the event the Company refunds premiums under any policy of insurance due to cancellation or otherwise, either during the term of this Agreement or after its termination, the Agency agrees to immediately return to the Company the amount

of commission received by the Agency with respect to such premiums refunded. The Company reserves the right to offset such amounts against any amounts due to the Agency.

- c. No assignment of commissions shall be binding on the Company unless written consent is given by a Corporate Officer of the Company. Any such assignment is subject to restrictions under applicable state laws.
- d. The Company shall not be responsible for Agency expenses or the expenses of its Producers. There shall be no commission payable on any policy or installment fee charged by the Company.
- e. The Company, at its sole discretion, may modify the Commission Schedule by providing thirty (30) days' advance written notice to the Agency in accordance with Section III, paragraph 8.

16. COMMISSION STATEMENTS.

The Company shall issue a commission statement to the Agency by the last day of each calendar month detailing the Agency's policy and commission activity for the previous calendar month. The statement shall include identification of the policies issued or renewed, and commissions earned.

17. COMPANY FORMS.

The Company shall send the Agency prepared brochures, documents, manuals, forms and supplies. All such brochures, documents, manuals, forms and supplies shall remain the property of the Company and shall be returned by the Agency to the Company upon demand. The Agency shall be responsible to comply with and implement any and all changes to such brochures, documents, manuals and forms as of the effective date of such changes.

SECTION II – TERMINATION

1. TERMINATION.

- a. This Agreement shall continue in full force and effect until terminated, in writing, by either party. Termination of this Agreement shall be effectuated by either party sending written notice of termination to the other party. This Agreement shall terminate immediately upon receipt of such written notice by the non-terminating party, in accordance with the notice provisions set forth in Section III, paragraph 8 of this Agreement.
- b. Notwithstanding the termination of this Agreement by either party, all Company policies shall continue in force and be serviced by the Agency until their expiration, unless first canceled or non-renewed by the Company in accordance with all applicable statutes, guidelines, and regulations. The Company shall be

responsible for issuing all notices required by law to effectuate such cancellations or non-renewals.

- c. In the event that this Agreement is terminated by the Company and the Company determines, in its sole discretion, that the Agency has fully complied with all of the provisions of this Agreement, the Company may, in its sole discretion and at the request of the Agency, continue to renew policies placed by the Agency with the Company, in accordance with the Company's then existing underwriting rules, for a period of up to 120 days. The Agency shall continue to receive commissions related to such policy renewals in accordance with the Company's Commission Schedule then in effect.
- d. In the event this Agreement is terminated and the Company determines, in its sole discretion, that the Agency has properly accounted for and paid to the Company all monies for which it is liable, then the records, use and control of expirations on business written for the Company shall remain the property of the Agency and left in its undisputed possession. If the Company, in its sole discretion, determines that the Agency has not properly accounted for and paid to the Company all monies for which it is liable, then the records, use and control of all expirations of business placed with the Company by the Agency shall become vested in the Company.
- e. In addition to all other provisions concerning termination, this Agreement or a Producer appointment may be terminated immediately and without notice by the Company upon the occurrence of any one of the following events:
 - 1. The dissolution or deactivation of the Company;
 - 2. The loss, suspension, revocation or expiration of the license held by a Producer; or
 - 3. Upon the effective date of sale, transfer or merger of the Agency; provided, however, that the Company may offer an Agency Agreement to any successor that meets the Company's requirements for appointment.

2. SUSPENSION.

- a. In lieu of terminating this Agreement, the Company may, at its sole discretion, suspend the authority of the Agency and its Producers to bind new Company business or to write new Company applications for a stated period. During the suspension period, the Company may immediately terminate this Agreement without notice in the event the Agency binds new Company business or writes a new Company application.
- b. Suspension shall not affect the Agency or its Producers' authority to service existing Company policies and renewals thereof and to receive related commissions.

3. ADMINISTRATIVE PAYMENT.

In addition to any other rights of the Company set forth herein or in the Company's Agency Manual, the Company may require payment by the Agency of an amount not to exceed any commission derived by the Agency on any Company policy or policies written or bound in violation of, or not in accordance with, this Agreement, the Company's Agency Manual, the applicable insurance codes and laws of the states in which the Agency is authorized to produce or service Company business and any applicable rules and regulations of those states. Failure of the Agency to make such payment shall constitute grounds for the immediate termination of this Agreement.

SECTION III – GENERAL PROVISIONS

1. CONTROLLING LAW.

This Agreement shall be controlled by and subject to the laws of the State of Florida, without regard to any conflict of law.

2. ENTIRE AGREEMENT.

This Agreement, the attached Commission Schedule, and all amendments to the Commission Schedule supersede all prior agreements between the parties and constitute the sole and entire agreement setting forth the rights and obligations of the parties.

3. AMENDMENT AND MODIFICATION.

This Agreement may not be modified except in writing signed by the parties. However, the Agency acknowledges and agrees that the Company may, from time to time, unilaterally amend the Commission Schedule attached hereto as well as change or discontinue any policy form now or hereafter in use. Any such amendment to the Commission Schedule shall be binding on the Agency thirty (30) days from the date of notice from the Company. Furthermore, the Agency acknowledges and agrees that the Company may, from time to time, adopt requirements, procedures and/or standards applicable to the Agency and its Producers, which requirements, procedures and/or standards shall be adhered to and enforced by the Agency and its Producers.

4. SURVIVAL OF OBLIGATIONS.

The parties acknowledge that they shall continue to be bound by and shall perform, subsequent to the termination of the Agreement, all of the obligations set forth herein necessary to fulfill the obligations of the parties pursuant to this Agreement.

5. SEVERABILITY.

In the event any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement not held otherwise unenforceable shall be deemed valid and enforceable.

6. WAIVER.

The failure of the Company to take any action, or to delay taking any action, respecting any default by the Agency or its Producers shall not be deemed to constitute a waiver of any subsequent default or an amendment to this Agreement.

7. HEADINGS.

The section and paragraph headings are for convenience of reference only and do not define or limit any of the provisions.

8. NOTICES.

All notices, designations, consents, offers, acceptances, or any other communications provided for herein, or as may otherwise be required or necessitated by this Agreement, shall be given in writing by hand delivery, by overnight carrier, by facsimile transmission, or by registered or certified mail and shall be addressed as follows:

As to the Company:

UNITED INSURANCE MANAGEMENT, L.C.
Attn: Deepak Menon, CPCU
Vice President – Operations & Business Development
360 Central Ave. Suite 900
St. Petersburg, Florida 33701
Fax: (727) 895-8623

As to the Agency:

Independent Market Solutions, LLC

Attn.: DAVID D BURT

Address: 3159 SHAMROCK ST. SOUTH
TALLAHASSEE, FL 32309

Fax: 850-893-8002

Notices sent by hand delivery shall be deemed effective on the date of hand delivery. Notices sent by overnight carrier shall be deemed effective on the next business day after being placed into the hands of the overnight carrier. Notices sent by registered or

certified mail shall be deemed effective on the third (3rd) business day after being deposited into the post office. Notices sent by facsimile transmission shall be deemed to be effective on the day when sent if sent prior to 4:30 p.m. (the time being determined by the time zone of the recipient); otherwise they shall be deemed effective on the next business day.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed on its behalf by its authorized representative below.

Dated this 19th day of August, 2015

INDEPENDENT MARKET SOLUTIONS, LLC

(Agency)

By Agency Principal:


(Signature)

Printed Name:

David D. Burt
(Company Representative)

Title:

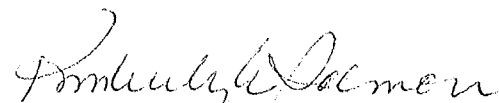
Agent in Charge

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its authorized representative below.

Dated this 19th day of August, 2015

UNITED INSURANCE MANAGEMENT, L.C.

By:



Kimberly A. Salmon
General Counsel & Chief Legal Officer