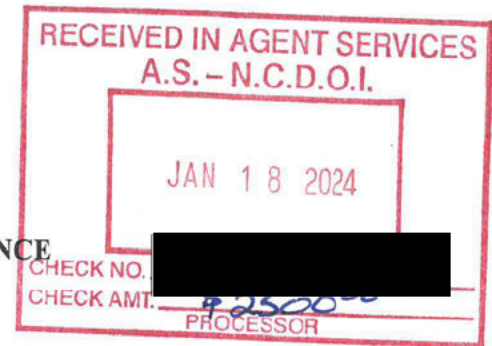


**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF
THE LICENSURE OF
CAPITAL PREMIUM FINANCING, INC.
LICENSE NO. 119506761**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, CAPITAL PREMIUM FINANCING, INC. (hereinafter "**CAPITAL PREMIUM**") and the Agent Services Division of the N.C. Department of Insurance (hereinafter "Agent Services Division"), and hereby enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement; and

WHEREAS, the Agent Services Division has the authority and responsibility for the enforcement of the provisions of Chapter 58 of the General Statutes of North Carolina applicable to premium finance companies; and

WHEREAS, CAPITAL PREMIUM, domiciled in the State of Idaho, is doing business and has been issued a permit by the Department to operate as a foreign premium finance company in North Carolina; and

WHEREAS, N.C. Gen. Stat. § 58-35-5(a) provides:

(a) No person except an authorized insurer shall engage in the business of an insurance premium finance company without obtaining a license from the Commissioner, as provided in this Article.

WHEREAS, N.C. Gen. Stat. § 58-35-15(c) provides:

(c) Each license issued hereunder shall remain in full force and effect until the last day of June unless earlier surrendered, suspended, or revoked pursuant to this Article, and may be renewed for the ensuing license year upon the filing of an application and conforming with G.S. 58-35-5, but subject to all of the provisions of this Article. If an application for a renewal of a license is filed with the Commissioner before July 1 of any year, the license sought to be renewed shall be continued in full force and effect either until the issuance by the Commissioner of the renewal license applied for or until five days after the Commissioner refuses to issue such renewal license under the provisions of this Article.

WHEREAS, CAPITAL PREMIUM failed to renew its license to do business as a premium finance company in North Carolina by June 30, 2023, and therefore was operating in North Carolina without an active license thereafter in violation of N.C. Gen. Stat. §§ 58-35-5(a); and

WHEREAS, CAPITAL PREMIUM has been allowed to reinstate its authority back to July 01,2023 by the Department, and is currently authorized to act as a premium finance company in North Carolina; and

WHEREAS, pursuant to N.C. Gen. Stat. Sec. 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate "a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution"; and

WHEREAS, CAPITAL PREMIUM has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of itself, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against **CAPITAL PREMIUM**; and

WHEREAS, the parties to this Agreement have reached a mutually agreeable resolution of this matter as set out in this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements set out herein, the Agent Services Division and **CAPITAL PREMIUM** hereby agree to the following:

1. Immediately upon signing this agreement, **CAPITAL PREMIUM** shall pay a civil penalty of **\$2,500.00** to the Agent Services Division. The form of payment shall be certified check, cashier's check, or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." **CAPITAL PREMIUM** shall remit the civil penalty by certified mail, return receipt requested, to the Agent Services Division along with a copy of this signed agreement. The civil penalty and the signed Agreement must be received by the Agents Services Division no later than **February 05,2024**. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools.
2. **CAPITAL PREMIUM** shall comply with all provisions of Chapter 58 of the General Statutes of North Carolina and Title 11 of the North Carolina Administrative Code that are applicable to **CAPITAL PREMIUM**.
3. This Agreement does not in any way affect the Agent Services Division's disciplinary power in any future or follow-up examination of **CAPITAL PREMIUM**, or in any cases or complaints involving **CAPITAL PREMIUM**. In the event **CAPITAL PREMIUM** or any of its present or future locations fail to comply with this Agreement or otherwise fail to comply with the laws and rules applicable to **CAPITAL PREMIUM**, the Agents Services Division may take any administrative or legal action it is authorized to take.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner of Insurance. **CAPITAL PREMIUM** understands that N.C. Gen. Stat. Sec. 58-35-20(a)(1) provides that a

premium finance company's license may be revoked if the premium finance company has violated or refused to comply with an Order of the Commissioner.

5. **CAPITAL PREMIUM** enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. **CAPITAL PREMIUM** understands that it may consult with an attorney prior to entering into this Agreement.
6. This Voluntary Settlement Agreement, when finalized will be a public record and will not be treated as confidential. All permits issued by the Agents Services Division to **CAPITAL PREMIUM** shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The Agent Services Division is free to disclose the contents of this Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure.
7. This Agreement shall become effective when signed by **CAPITAL PREMIUM** and the Agents Services Division.

CAPITAL PREMIUM FINANCING, INC.
LICENSE NO. 119506761

N.C. Department of Insurance
Agent Services Division



Chris Chidester
Controller



Joe Wall
Deputy Commissioner

Date: Jan. 3rd, 2024

Date: 1/18/2024



PREMIUM FINANCE ATTESTATION FORM

Your prior NC Premium Finance Permit #119506761 expired June 30, 2023, please have this form notarized, as a sworn attestation that no Insurance Premium Finance Agreements have been performed in North Carolina during the period of July 1, 2023 – present date.

This 3rd day of Jan, 2024.

Signature

CHRIS CHIDESTER

Print Name

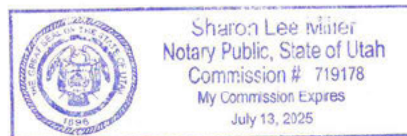
Controller

Title

Sworn to and subscribed before me

This 3rd day of January, 2024.

Notary Public



My Commission expires: July 13, 2025