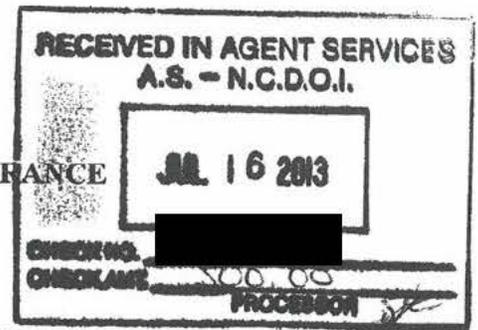


NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER 98277
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF INS INC
CORPORATE LICENSE NO. 1000011783

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, INS INC and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents and business entities; and

WHEREAS, INS INC currently holds a non-resident Corporation (Business Entity) License with the Department; and

WHEREAS, North Carolina Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for violating any insurance law of this or any other state; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires designated producers on behalf of the licensed business entity to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State within 30 days after the final disposition of the matter; and

WHEREAS, North Carolina Gen. Stat. § 58-33-46(a)(1) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, INS INC entered into a Consent Order with the Florida Department of Insurance with respect to an administrative action taken against its license resulting in the

payment of a penalty effective June 14, 2011 and did not report this action to the Department as required by North Carolina General Statute § 58-33-32(k) in a timely fashion; and

WHEREAS, INS INC on its April 2012 and April 2013 license renewal applications, which were subsequent to the Florida action, answered "No" to the question, "Has the business entity or any owner, partner, officer, or director, or manager or member of a limited liability company, been named or involved as a party in an administrative proceeding, including a FINRA sanction or arbitration proceeding regarding any professional or occupational license, or registration which has not been previously reported to this insurance department?", in violation of North Carolina Gen. Stat. § 58-33-46(a)(1); and

WHEREAS, INS INC admits to these violations of Carolina General Statute §§ 58-33-32(k) and ; and 58-33-46(a)(1).

WHEREAS, INS INC has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against INS INC; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing, and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, INS INC and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, INS INC shall pay a civil penalty of **\$500.00** to the Department. The form of payment shall be by 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." INS INC shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **July 31, 2013**. 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. This Agreement does not in any way affect the Department's disciplinary power in any future examination of INS INC, or in any other complaints involving INS INC.
3. INS INC enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. INS INC understands it may consult with an attorney prior to entering into this Agreement.

4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. INS INC understands that N.C.G.S. § 58-33-46(a)(2) provides that a business entity's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when finalized, will be a public record and will not be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to INS INC shall reflect that Regulatory Action has been taken against it. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

This the 11th day of July, 2013.



INS INC

North Carolina Department of Insurance

[Redacted signature area]

By: Jefferson D. Morelock III
Designated Licensed Producer

[Redacted signature area]

By: Angela Ford
Senior Deputy Commissioner

7-17-13