THE CIA
Cossio Insurance Agency

Insured by The CIA

5/20/2013

Company Name: **Adventure Sports Park, LLC**
Contact Name: **Brad Kirkpatrick**
Mailing Address: **508 Cromwell Ct, Virginia Beach, VA 23452**
Business Type: **Paintball Field**

POLICY RECOMMENDATIONS:

Policy Type		**Premium**
Paintball GL	**Quoted**	**$2,099.83**
Accident Medical	**Quoted**	**$470.00**
Property	Not Quoted	
Workers Comp	Not Quoted	
EPLI	Not Quoted	
Flood	Not Quoted	
Earthquake	Not Quoted	
Commercial Auto	Not Quoted	
Hired/Non-Owned Auto	Not Quoted	
Umbrella	Not Quoted	
Business Income	Not Quoted	
Total		**$2,569.83**

Rated Exposures

Number of Participants:	**5000**	Modes of Fire Covered:	**Semi-Auto**
Retail Sales Coverage:	**Excluded**	New Business:	**Yes**
Overnight Campers:	**Excluded**	Tournament Promoter:	**Excluded**
Off Premise events:	**Excluded**	Activities:	**Paintball**

Payment Options	Check	Credit Card	Wire Transfer
Min Down Payment	$1,078.76	$1,121.91	$1,103.76
Pay In Full	$2,569.83	$2,672.62	$2,594.83

DOCUMENTS REQUIRED PRIOR TO BINDING:

1. **COMPLETED & SIGNED INSURANCE BIND REQUEST FORM**
2. **COMPLETED & SIGNED INSURANCE APPLICATION**
3. **SIGNED SPECIAL RISK ENROLLMENT FORM**
4. **SIGNED & DATED FINANCE AGREEMENT IF YOU ARE NOT PAYING IN FULL**
5. **REVISED RULES OF PLAY WITH THE FOLLOWING CHANGES:**

- NO SHOOTING WITHIN 20 FT
- RATE OF FIRE IS SEMI AUTO ONLY

6. **SIGNED & DATED STATEMENT CONFIRMING THE FOLLOWING:**

- NO RETAIL STORE, AIRSOFT & LASER TAG OPERATIONS UNTIL NEXT POLICY PERIOD.
- SPEEDBALL FIELD AND LASER TAG AREA ARE MORE THAN 300 FT AWAY FROM PARKING LOT.

Policy coverages, limits, exclusions are on following pages.

107 Old Laurens Rd. Simpsonville, SC 29681
Phone: 864-688-0121 Fax: 864-688-0138

Paintball GL

Carrier: **New Hampshire Insurance Company**
Policy Term: **2013-2014**

LIMITS

Each Occurrence	$1,000,000
General Aggregate	$3,000,000
Products and Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$1,000,000
Fire Damage Limit - Any One Fire	$300,000
Sexual Abuse Liability Each Occurrence or Event	Excluded
Sexual Abuse Liability Aggregate	Excluded
Medical Payments	Excluded
Deductible	None

EXCLUSIONS

Total Lead, Radioactive Matter, Fungus, Asbestos and Silica, Abuse & Molestation, Employment Practices, Total Pollution, Nuclear, Fireworks, Assault & Battery, Medical Payments, Violation of Statutes, Hang Gliding, Parasailing, Parachuting, Tobogganing, Luge, Skateboarding, Trampolines over 46" in diameter, Bungee Jumping, Hot Air Balloon Rides, Mechanical Bulls, Saddle Animals, Velcro Jumps, Race Track Risks, Boating, Motorsports, Rodeo, Mechanical Rides, Inflatables, Overnight Clinic/Camps, Ski Jumping, Freestyle Skiing, Snowmobiling, Cheerleading pyramids over 2-1/2 persons high, Cheerleading activities using trampolines and springboards, Saddle Animal Rides, Petting Zoos, Racing or Speed Contests involving Autos, Racing or Speed Contests Involving Watercraft, Racing or Speed Contests involving Aircraft, Parades - riding on floats or motorized devices, Pep Rallies, Tug of War, Licensed Daycare/Preschool Operations, Open Water Activities, Repetitive Type Injuries to Horses/Ponies

Accident Medical

Carrier: **United States Fire Insurance Company**
Policy Term: **2013-2014**

LIMITS

Accidental Death & Dismemberment	$50,000
Maximum Benefit Amount	$50,000
Deductible	$0

EXCLUSIONS

Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane.
War or any act of war, whether or not declared.
Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.
Injuries paid under Worker's Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other that the Policyholder.
Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician
Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.

107 Old Laurens Rd. Simpsonville, SC 29681
Phone: 864-688-0121 Fax: 864-688-0138

Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder: or an Immediate Family member of the Covered Person.
Treatment of a hernia, Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, whether or not caused by a Covered Accident.
Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Policy.
Eyeglasses, contact lenses, hearing aids.
Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
While riding as a passenger in any aircraft not intended or for the transportation of passengers.

CONDITIONS

- **All participants must be required to wear approved mask and ear protection at all times.**
- **Barrel blockers must be used when not in play.**
- **Waivers must be signed by all participants.**
- **All CO2 or nitrogen tanks must be chained securely at all times and the use of scales for CO2 refills is mandatory.**
- **There must be 1 official for games with less than 10 players.**
- **There must be 2 officials for every 15 players for speed ball and tournaments.**
- **Each park must have a no shooting rule within 20 ft except tournament play where there is at least 2 official for every 15 players**
- **Policyholders must install a Release and Waiver of Liability and Indemnity Agreement for all athletic participants.**
- **Night games must be well lit for outdoor fields.**

QUOTE SUBJECT TO:
1. No previous claims or losses

NOTES

- **All fees are fully earned upon binding**
- **Minimum earned premium applies**
- **Requests for additional insured's or special wording may be subject to a fee as determined by your insurance carrier.**
- **We can arrange premium financing if you cannot pay in full. If you choose to make a down payment, we also need the attached finance agreement signed for the remaining balance before we can bind coverage.**
- **The quote provided for you is intended as an outline of the coverage being offered. Please refer to the actual policy for all terms, conditions and exclusions.**
- **New Hampshire Insurance Company and United States Fire Insurance Company are admitted carriers in your state.**
- **Quote is valid for 30 days & subject to correction**

We would like to thank you for the opportunity to quote and hopefully provide our insurance services for your business. We pride ourselves in our customer service and ability to provide coverage that other agencies cannot.

Please review the coverage(s) and premium(s) and let us know your decision. We look forward to working with you.

Respectfully
Larry Cossio

107 Old Laurens Rd. Simpsonville, SC 29681
Phone: 864-688-0121 Fax: 864-688-0138

INSURANCE BIND REQUEST

Monday, May 20, 2013

THE CIA
Cossio Insurance Agency

Phone: 864-688-0121
Fax: 864-688-0138

Customer: Adventure Sports Park, LLC (54961)
Requested Effective: 5/22/2013

Total premium with taxes and fees: $2,569.83

I decline coverage for	Initials
Property	_____
Workers Comp	_____
EPLI	_____
Flood	_____
Earthquake	_____
Commercial Auto	_____
Hired/Non-Owned Auto	_____
Umbrella	_____
Business Income	_____

Broker of Record: Cossio Insurance Agency

Down Payment Required is $1,078.76 *
*Amount is non-refundable once coverage begins
Taxes and fees are fully earned.

Payment Terms:
____ Check
____ Credit Card (4% processing fee will be added)
____ Wire Transfer ($25 will be added for processing fee)

Balance Due $1,491.07

I would like Cossio to set up financing through Premium for me:

☐Yes ☐ No

I understand that:

1. All fees are fully earned upon binding. *Minimum earned premium applies. Initial _____

2. Requests for Additional Insured's or special wording may be subject to a fee determined by your insurance carrier. Initial ____

Please make Cossio Insurance Agency my broker of record for this policy.

Thank you

Signature of Insured _____

Printed Name _____ Date: _____

Please bind coverage for:
- Paintball GL
- Accident Medical

General Mailing Address:
PO Box 188
Simpsonville, SC 29681

Wire Transfer:
South Carolina Bank and Trust, NA
PO Box 1287
Orangeburg SC 29116
Telephone: 800-277-2175
Account #: 1502681
Routing #: 053200983

UPS/FedEx Mailing Address:
107 Old Laurens Road
Simpsonville, SC 29681

PAINTBALL FIELD INSURECE

Cossio Insurance Agency 864-688-0121 Fax: 864-688-0138 PO Box 188 Simpsonville SC 29681

Section 1: GENERAL INFORMATION

Business Name: Adventure Sports Park, LLC

Proposed Effective Date 05/22/2013

Type of Business: ☐ Individual ☑ Partnership ☐ Corporation

Contact Name: Brad Kirkpatrick Birth Date: 11/01/1963

Business Phone: (757) 724-2283 Fax: Cell: (757) 724-2283

E-Mail Address: brad@kirkfam.net Website:

Mailing Address: 508 Cromwell Ct

City: Virginia Beach State: VA Zip Code 23452

Location Address: (If different from Mailing Address)

Address: 1304 Prosperity Rd

City: Virginia Beach State: VA Zip Code 23451

Federal Employee ID #: Year Business Started: 2013

Description of operations:
outdoor paintball

Section 2: INSURANCE & PROPERTY INFORMATION

Current Insurance Carrier: n/a

Policy Number: Premium: Expiration Date:

Any incidents or claims whether reported or not in the last 5 years? ☐ Yes ☑ No

If yes, please explain:

Any policy declined, cancelled or non-renewed within the past 3 years? ☐ Yes ☑ No

Are you within city limits? ☑ Yes ☐ No Do you own or lease your property? ☐ Own ☑ Lease

Name of Lessor/Landlord: KOA Kampgrounds

Address of Lessor/Landlord: 550 North 31st Stree

City: Billings State: MT Zip Code 59101

PAINTBALL FIELD INSURECE

Cossio Insurance Agency 864-688-0121 Fax: 864-688-0138 PO Box 188 Simpsonville SC 29681

Section 2: INSURANCE & PROPERTY INFORMATION (Continued)

Name of Additional Insured:		
Address of Additional Insured:		
City:	State:	Zip Code

Section 3: ESTIMATED PLAYERS & ANNUAL RECEIPTS

Estimated Number or Annual Participants:	5000
Estimated Annual Gross Receipts from Admissions, Rentals, and Paintballs only:	250000
Estimated Annual Gross Receipts from on site Pro Shop (upgrades, gloves, etc):	
Estimated Annual Gross Receipts from concessions* (food, drinks, etc): *unless contracted out and contractor carries their own insurance	
Estimated Total Annual Gross Receipts:	250000

Section 4: SUPPLEMENTAL QUESTIONAIRE

1. Do you provide:	☑ Paintball	☐ Laser Tag	☐ Airsoft	
2. Years of paintball, lasertag or airsoft experience:	22			
3. Years of Management experience:	40			
4. Is the facility enclosed or fenced? enclosed	Can the facility be locked? Yes			
5. What safety protection gear is required or provided? goggles, shoes, long sleeves and pants				
6. Describe any barriers or obstacles and their construction. blinds and various fixtures; heavy construction				
7. Any towers over 4 feet high? ☐ Yes ☑ No	If yes, how high?			
8. Is a waiver/release used for each participant? ☑ Yes ☐ No	Submit a copy.			
9. Do you have safety signs posted? (show on field diagram)	☑ Yes ☐ No			
10. Are games always refereed?	☑ Yes ☐ No			
11. Do you always have at least 2 refs per game?	☑ Yes ☐ No			
Comment:				
12. Is the customer's equipment checked before use to assure that it meets minimum safety requirements?	☑ Yes ☐ No			
13. How often is your equipment tested and velocity checked?	daily			
14. Are your employees trained in first aid?	☑ Yes ☐ No			
15. Are there rules of play and are they posted? Submit a copy.	☑ Yes ☐ No			
16. Do you use paintball netting for spectator areas?	☑ Yes ☐ No			
Who did you purchase your netting from? KPRO NETTING	Date purchase 5/17/13			

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PAINTBALL FIELD INSURECE

Cossio Insurance Agency 864-688-0121 Fax: 864-688-0138 PO Box 188 Simpsonville SC 29681

Section 4: SUPPLEMENTAL QUESTIONAIRE (Continued)

17. Have you tested your netting to the ASTM standard in the last 3 months? ☑ Yes ☐ No

18. Did it pass? ☑ Yes ☐ No

19. Do you have boundary tape to keep spectators 5 feet back from netting? ☑ Yes ☐ No

20. Do you and your employees have training to do air fills? ☑ Yes ☐ No

21. Are all air tanks always tied, chained or strapped to a solid fixture? ☑ Yes ☐ No

22. Any special events such as big games or tournaments held on your premises that you run? ☐ Yes ☑ No

23. Any special events such as big games or tournaments held on your premises that others run? (you must be named as additional insured on their insurance) ☐ Yes ☑ No

24. Any off premise events held? ☐ Yes ☑ No (special application needed for each event)
(If you plan on doing off premise events in the next 12 months, we will need to know this prior to binding as it will affect which carrier we place you with.)

25. Any overnight camping? (coverage for this exposure extra) ☐ Yes ☑ No

26. Any night games? ☐ Yes ☑ No

27. Any Tanks allowed during events? (coverage for field owner extra) ☐ Yes ☑ No

28. Use of Lars Rocket Launchers? ☐ Yes ☑ No

29. What modes of fire do you allow? ☑ Semi Auto ☐ Burst ☐ Ramping ☐ Full Auto

30. Each park must have a no shooting rule within 20 ft except tournament play where there is one official for every 5 players. Do you adopt this rule? ☑ Yes ☐ No

31. Do you have any other activities on this property other than what is listed above? ☐ Yes ☑ No
If so, please explain.

32. Do you repair or modify markers at the field? ☐ Yes ☑ No

33. Do you have a pro shop on site? ☐ Yes ☑ No

34. Do you have a pro shop at a different location? ☐ Yes ☑ No

35. Do you want coverage for retail sales from your pro shop? ☐ Yes ☑ No

Do you want liability coverage for retail sales from your pro shop? ☐ Yes ☑ No

Do you want property coverage for your contents of your pro shop or field? ☐ Yes ☑ No
(a separate application is required for this)

36. At your pro shop do you repair or modify markers? ☐ Yes ☑ No

Name: Brad Kirkpatrick

Signature: Date: 05/17/2013

Cossio Insurance Agency 864-688-0121 Fax: 864-688-0138 PO Box 188 Simpsonville SC 29681

Section 5: FIELD SAFETY RULES

In order for this association to provide a long term viable insurance program there will be some mandatory rules for safety that must be adopted and enforced. It is each member's responsibility to maintain a safe environment for players to be able to enjoy themselves and want to return. In order to maintain low rates we will adopt and agree to the following safety rules:

1. Strict control exercised over all areas e.g.
   A. Entrance to field B. Parking areas C: Staging areas
   D. Sales and service areas E. Viewing areas F. Playing fields

2. All personnel should be fully & properly trained:
   A. Referees B. Fill station attendants C. Counter/sales persons
   D. Chronograph person E. Field maintenance persons

3. Maintain proper equipment on premises
   A. Maintain markers
   B. Goggle/ Full face mask system with ear protection per definition below. Wash, disinfect, remove lens, and inspect for cracks, on every goggle system often after each daily use or as recommended by manufacturer. Replace lens as per manufacturers recommendations or earlier.
   C. Maintain at least 1 chronograph with backup battery.
   D. Have a working scale and use it for weighing CO2 bottles.
   E. Have enough barrel blocking devices for all rental equipment and have some for sale in case customers have lost theirs.
   F. Maintain a properly stocked first aid kit on premises.
   G. Maintain some communication from field to emergency sources, i.e. cellular phone, etc.

4. Required safety meeting for all new participants daily. Explain safety issues, goggle issues and procedures, etc.

5. Trigger guards mandatory as per guidelines below.

6. Mandatory ejection of players removing goggle/ full-face mask system while in goggle on areas after being personally warned:
   A. Playing field B. Chronograph area C. Other shooting areas

7. Mandatory "barrel blocking device" enforcement in all areas excluding the playing fields when in play. A barrel blocking device is exactly that, an accepted blocking device designed to fit in the end or over the end of a barrel, not a stick squeegee, a pull squeegee, a sock or towel! Barrel Blocking Device required signs at:
   A. Entering and exiting playing areas B. Entering and exiting chronograph areas
   C. Entering and exiting target areas D. Parking areas
   E. Staging areas F. Counter or Sales areas

8. Have safety netting that will stop a paintball at 300 fps at 15-ft distance (10 shots) in 4 inch circle, around all areas where necessary and maintained and checked regularly:
   A. Chronograph area B. Separation between staging area and fields
   C. Anyplace where paintballs may pass into public transportation space if close enough to field

9. Have posted "Goggle On Area" signs before entering field area. Also one "Goggles on" sign 50 feet past entrance to fields as a reminder.

10. Have posted the "Player Safety Rules" where the Counter and Sales office is.

PAINTBALL FIELD INSURECE

Cossio Insurance Agency **864-688-0121** **Fax: 864-688-0138** **PO Box 188 Simpsonville SC 29681**

Section 5: FIELD SAFETY RULES

11. Have all guns chronographed before entering the field area before each set of games. Have a chronograph referee there to verify. We recommend for safety reasons that the recommended velocity for casual play should be no more than 285 fps. Indoor at 250 fps. The maximum velocity for tournament practice or play is 300 fps.

12. Recommend ejection of players from your field for the following reasons:
    A. Removing or lifting goggle/ face mask system after first warning
    B. Any fighting with other players or referees
    C. Failure to play in a safe manner.
    D. Any player that his/her actions would make it not pleasurable for others to return to play and have fun.

13. Have personnel that on a weekly basis inspect the fields for any type of hazard that might have developed since the last week. Look for any nails sticking out of boards, any objects that might be sticking out of the ground. If trees are cut make sure the stumps are removed as not to have a tripping injury. Show pride of ownership in your fields.

14. Do not allow players to bring their own fill stations. All tanks must be tied to a tree or pole or be in the field's service area to provide a safe environment for all. If filling CO_2 then a scale must be used. No tanks will just be laying on a tailgate. If in the back of a truck it must be tied down! No exceptions. All tanks will be inspected for expiration date.

15. Test netting to be used at field where it is to be a no mask area. Netting must pass the simple performance test below. If it fails then everyone will be required to have mask on while on the property.

PAINTBALL NETTING TESTING STANDARD 1/1/2001
Stand 15 feet from net, shoot 10 shots in same spot 4" diameter, 300 fps. No parts of the shell may pass thru the netting larger than 3 by 5 mm. Rectangle. Bunkers to be 20 feet from netting. 5 foot boundary on outside of netting.

We hereby agree to train our employees and to follow the above-mentioned rules. This will help to promote safe paintball and a more affordable insurance program.

Owner Signature Business Name:

Address of Lessor/Landlord: 550 North 31st Stree

City: Billings State: MT Zip Code 59101

We must receive a copy of these documents with your application:

1. Copy of Waiver 2. Copy of rules of play 3. Diagram of premises 4. Signed safety rules

ENROLLMENT FORM FOR ACCIDENT INSURANCE

Policyholder Name: Adventure Sports Park, LLC dba Adventure Sports Park of Virginia Beach

Policyholder Address: 508 Cromwell Ct (Street) Virginia Beach (City) VA (State) 23452 (Zip)

Policyholder Contact Name: Brad Kirkpatrick

Policyholder Email Address: brad@kirkfam.net

Effective Date: _____

Expiration Date: _____

Covered Activity: Paintball

Plan of Benefits Per Quotation:

Accident Insurance – Maximum Medical Expense Benefit: $50,000

☒ Excess Coverage ☐ Primary Coverage

Accident Insurance – Accidental Death & Dismemberment Benefit: $50,000

Accident Insurance – Deductible: $0

Total Accident Premium: $_____

Non-Refundable Fully Earned Minimum Premium at policy inception: $_____

By signing below I understand and agree that (a) if this application is accepted by the Company, coverage will begin on the date of acceptance or on the effective date indicated above, whichever is later, subject to the payment of the required premium, It is also understood that no agent is authorized to accept risks or pass on insurability.

Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits application or files claims containing false or deceptive statement may be guilty of insurance fraud and may be subject to civil fines and criminal punishment.

Acceptance of Terms above:

Policyholder Signature: _____ Title: _____ Date: _____

Print Policyholder Name: Brad Kirkpatrick

Agency Information (If applicable):

Agency Name: Cossio Insurance Agency

Agent Mailing Address: PO Box 188 (Street) Simpsonville (City) SC (State) 29681 (Zip)

Agent Contact Name: Larry Cossio

Agent License #: _____

Agent Email Address: ivy@cossioinsurance.com

Agent Phone #: (864)688-0121

THE CIA

CREDIT CARD AUTHORIZATION

Cossio Insurance Agency • 864-688-0121 • Fax: 864-688-0138 • PO Box 188 Simpsonville SC 29681

There is an additional processing fee of 4% that I am obliged to pay for the ability to use a credit card to pay for my insurance premium, in part or in full. This is an optional charge that I can avoid paying by using a check or wire fund transfer to pay any amounts associated with the cost of my insurance premium.Example: If my insurance premium that I want to use my credit card to pay is $1000, the amount to be charged to the credit card including the above fee will be $1040.

Customer ID Number: 54961 Adventure Sports Park, LLC

BILLING INFORMATION

Check one: ☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS

Authorized Dollar Amount to be charged: $ $1,121.91

Credit card Number:	Expiration Date:

Name on Card:

Company Name :

Billing Zip code/House number:

Phone Number:

The Three Digit from the back of card:

SIGNATURE

By the signing of this form, I agree that faxed signatures are acceptable to charge my credit card and authorize the above company to charge the dollar amount indicated above onto the Credit Card.

Signature:	Date:

Payment: $ $1,078.76

Credit Card Fee: $ $43.15

Total: $ $1,121.91

P.O. BOX 419090
KANSAS CITY, MO 64141-6090
(800)255-6316 FAX: (816)942-0475

PREMIUM FINANCE AGREEMENT
License # PF136

IPFS CORPORATION

A	**CASH PRICE (TOTAL PREMIUMS)**	**$2,569.83**
B	**CASH DOWN PAYMENT**	**$1,078.76**
C	**PRINCIPAL BALANCE (A MINUS B)**	**$1,491.07**

AGENT
(Name & Place of business)
COSSIO INSURANCE AGENCY

P.O. BOX 188
SIMPSONVILLE,SC 29681
(864)688-0121 FAX: (864)688-0138

INSURED
(Name & Residence or business)
Adventure Sports Park, LLC
dba Adventure Sports Park of Virgin
508 Cromwell Court

Virginia Beach, VA 23452
(757)724-2283
brad@kirkfam.net
54961

Commercial

Account #: _____

LOAN DISCLOSURE
Additional Policies Scheduled on Page 3

Quote Number: 1659220

ANNUAL PERCENTAGE RATE	**FINANCE CHARGE**	**AMOUNT FINANCED**	**TOTAL OF PAYMENTS**
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled
9.950%	$37.28	$1,491.07	$1,528.35

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	**Amount Of Payments**	**When Payments Are Due**	
5	$305.67	**Beginning:**	MONTHLY 06/22/2013

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.
Late Charges: A late charge will be imposed on any installment in default 7 days or more. This late charge will be 5.00% of the installment due.
Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of $15.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	05/22/2013	NEW HAMPSHIRE INSURANCE CO	GENERAL LIABILITY	25.00%	12	1,699.83

Broker Fee: $400.00

TOTAL: $2,569.83

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY**: To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in any and all unearned premiums and all dividends which may become payable under the scheduled policies and, if any such policy has a fully earned clause or loss sensitive clause, all loss payments under said policy(ies) which reduce the unearned premiums (subject to any mortgagee or loss payee interests). **2. POWER OF ATTORNEY**: Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent _____ DATE _____ Signature of Agent _____ DATE _____

(10/11) Copyright 2011 IPFS Corporation

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES**: The finance charge begins to accrue from the earliest policy effective date or the effective date of this Agreement, whichever is earlier. **4. AGREEMENT EFFECTIVE DATE**: This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS**: If any of the following happens insured will be in default: (a) a payment is not made when it is due or (b) insured transfers any of the scheduled policies to a third party. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION**: Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES**: If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES**: If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of $20.00 or the maximum amount permitted by law. **9. MONEY RECEIVED AFTER CANCELLATION**: Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy (ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated. **10. ASSIGNMENT**: The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER**: Unless specifically authorized in writing by Lender, the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf. **12. FINANCING NOT A CONDITION**: The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS**: Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. **14. LIMITATION OF LIABILITY**: The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender' gross negligence or willful misconduct. Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT**: This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES** : The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) the Insured signing this Agreement has the right to effect cancellation of any such policy.**17. PRIVACY**: Our privacy policy may be found at https://www.ipfs.com/Privacy.aspx. **18. ENTIRE DOCUMENT / GOVERNING LAW**: This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to correct the insurer's name on this Agreement, if incorrect, and to insert or correct the policy number(s) if omitted or incorrect. Lender is also authorized to correct patent errors in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Virginia will govern this Agreement.**19. AUTHORIZATION**: The insurance company(ies) and their agents and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy (ies), including a copy of this Agreement and any related notices. **20. WAIVER OF SOVERIGN IMMUNITY**: The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this agreement represents, warrants and agrees: (1) installment payments totaling $0.00 and the down payment indicated in Box "B" on Page 1 has been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect (except for assigned risk or residual policies) and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated on the schedule of policies, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

AGENT	INSURED
(Name & Place of business) COSSIO INSURANCE AGENCY P.O. BOX 188 SIMPSONVILLE,SC 29681 (864)688-0121 FAX: (864)688-0138	(Name & Residence or business) Adventure Sports Park, LLC dba Adventure Sports Park of Virgin 508 Cromwell Court Virginia Beach, VA 23452 (757)724-2283 brad@kirkfam.net 54961

Account #: _____

SCHEDULE OF POLICIES
(continued)

Quote Number: 1659220

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	05/22/2013	UNITED STATES FIRE INSURANCE CO FRANCIS L DEAN & ASSOCIATES, INC	ACCIDENT & HEALTH	54.00%	12	470.00
				Broker Fee:		$400.00
				TOTAL:		$2,569.83