

FILED

NOV 21 2014



OFFICE OF
INSURANCE REGULATION

Docketed by: SPD

OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY
COMMISSIONER

IN THE MATTER OF:

**WIMSUR, LLC and
WALTER I. MILLER**

CASE NO.: 160531-14

IMMEDIATE FINAL ORDER

TO:

Walter I. Miller, Managing Member
WIMSUR, LLC
39 Harrison Avenue
Panama City, Florida 32401

WIMSUR, LLC
6893 Beacon Mountain Drive
Lithonia, GA 30038

YOU ARE HEREBY NOTIFIED that, pursuant to the Florida Insurance Code, including Section 624.307, Florida Statutes, the State of Florida, Office of Insurance Regulation (hereinafter referred to as the "OFFICE"), has caused an investigation to be made of the insurance-related activities of WIMSUR, LLC (hereinafter referred to as "WIMSUR") and Walter I. Miller (hereinafter referred to as "MILLER"). As a result of that investigation, the OFFICE finds that:

1. The OFFICE has jurisdiction over the parties and the subject matter herein pursuant to Sections 120.569(2)(n) (Decisions which affect substantial interests), Section 624.307 (General Powers and duties), Section 624.317 (Investigation of agents, adjusters,

administrators, service companies and others), Section 624.318 (Conduct of examination or investigation; access to records; correction of accounts; appraisals), Section 624.401 (Certificate of Authority), Section 626.901 (Representing or aiding unauthorized insurer prohibited), and Section 626.9541 (Unfair or deceptive acts or practices), Florida Statutes.

2. Section 624.401(1), Florida Statutes, provides:

No person shall act as an insurer, and no insurer or its agents, attorneys, subscribers, or representatives shall directly or indirectly transact insurance in this state except as authorized by a subsisting certificate of authority issued to the insurer by the office, except as to such transactions as are expressly otherwise provided for in this code.

3. Section 624.401(2), Florida Statutes, provides:

No insurer shall from offices or by personnel or facilities located in this state solicit insurance applications or otherwise transact insurance in another state or country unless it holds a subsisting certificate of authority issued to it by the office authorizing it to transact the same kind or kinds of insurance in this state.

4. Section 624.401(4)(a), Florida Statutes, provides:

Any person who acts as an insurer, transacts insurance, or otherwise engages in insurance activities in this state without a certificate of authority in violation of this section commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

5. Section 626.901(1), Florida Statutes, provides:

No person shall, from offices or by personnel or facilities located in this state, or in any other state or country, directly or indirectly act as agent for, or otherwise represent or aid on behalf of another, any insurer not then authorized to transact such insurance in this state in:

- (a) The solicitation, negotiation, procurement, or effectuation of insurance or annuity contracts, or renewals thereof;
- (b) The dissemination of information as to coverage or rates;
- (c) The forwarding of applications;
- (d) The delivery of policies or contracts;
- (e) The inspection of risks;
- (f) The fixing of rates;
- (g) The investigation or adjustment of claims or losses; or

(h) The collection or forwarding of premiums;

or in any other manner represent or assist such an insurer in the transaction of insurance with respect to subjects of insurance resident, located, or to be performed in this state. If the property or risk is located in any other state, then, subject to the provisions of subsection (4), insurance may only be written with or placed in an insurer authorized to do such business in such state or in an insurer with which a licensed insurance broker of such state may lawfully place such insurance.

6. Section 624.02, Florida Statutes, provides:

“Insurance” is a contract whereby one undertakes to indemnify another or pay or allow a specified amount or a determinable benefit upon determinable contingencies.

7. Section 624.03, Florida Statutes, provides:

“Insurer” includes every person engaged as indemnitor, surety, or contractor in the business of entering into contracts of insurance or of annuity. (Emphasis added)

8. Section 624.04, Florida Statutes, provides:

“Person” includes an individual, insurer, company, association, organization, Lloyds, society, reciprocal insurer or interinsurance exchange, partnership, syndicate, business trust, corporation, agent, general agent, broker, service representative, adjuster, and every legal entity.

9. Section 624.09, Florida Statutes, provides:

- (1) An “authorized” insurer is one duly authorized by a subsisting certificate of authority issued by the office to transact insurance in this state.
- (2) An “unauthorized” insurer is one not so authorized.

10. Section 624.10, Florida Statutes, provides:

“Transact” with respect to insurance includes any of the following, in addition to other applicable provisions of the code:

- (1) Solicitation or inducement.
- (2) Preliminary negotiations.
- (3) Effectuation of a contract of insurance.
- (4) Transaction of matters subsequent to the effectuation of a

contract of insurance and arising out of it.

11. Section 624.11, Florida Statutes, provides, in pertinent part:

No person shall transact insurance in this state, or relative to a subject of insurance resident, located, or to be performed in this state, without complying with the applicable provisions of this code.

12. Section 624.606, Florida Statutes, defines "surety insurance" to include:

- (a) A contract bond, including a bid, payment, or maintenance bond, or a performance bond, which guarantees the execution of a contract other than a contract of indebtedness or other monetary obligation;
- (b) An indemnity bond for the benefit of a public body, railroad, or charitable organization or a lost security or utility payment bond;
- (c) Becoming surety on, or guaranteeing the performance of, any lawful contract where the bond is guaranteeing the execution of a contract other than a contract of indebtedness or other monetary obligation;
- (d) Becoming surety on, or guaranteeing the performance of, bonds and undertakings required or permitted in a judicial proceeding or otherwise allowed by law, including surety bonds accepted by states and municipal authorities in lieu of deposits as security for the performance of insurance contracts.

13. Section 626.901(5), Florida Statutes, states that the OFFICE may, pursuant to Section 120.569, Florida Statutes, and in its discretion, issue an immediate final order to cease and desist to any person or entity that violates this section. This same section further states that the **"Legislature finds that a violation of this section constitutes an imminent and immediate threat to the health, safety, and welfare of the residents of this state."** (Emphasis added)

14. WIMSUR, LLC (hereinafter referred to as "WIMSUR") is a Georgia Limited Liability Company located at 6893 Beacon Mountain Drive, Lithonia, Georgia 30038. [Exhibit A] It is registered as a Foreign Limited Liability Company with the Florida Department of State.

According to its Florida registration, its principal business address is 39 Harrison Avenue, Panama City, Florida 32401. MILLER is the managing member of WIMSUR. [Exhibit B] The company has never been granted a certificate of authority or license to transact insurance as a surety, or in any other capacity, in the state of Florida. [Exhibit C]

15. WIMSUR has an active website (www.wimsur.us), in which it advertises and markets its construction project program solutions, including bid, payment, and performance bonds. The WIMSUR's Panama City, Florida address is the only address identified on its "Contact Us" page. [Exhibit D]

16. On January 31, 2014, the OFFICE issued an Order to Cease and Desist In the Matter of : WIMSUR, LLC, Case No. 144682-13. [Exhibit E] The Order to Cease and Desist notified WIMSUR that the OFFICE intended to enter a Final Order requiring WIMSUR to cease and desist from the unauthorized business of insurance in the state of Florida. It alleged that WIMSUR had engaged in the business of a surety from its Panama City, Florida office without a certificate of authority.

17. On March 6, 2014, the OFFICE issued an Amended Order to Cease and Desist (hereinafter referred to as the "Amended Order"), identifying the specific transaction in which WIMSUR engaged from its Florida office. [Exhibit F] The Amended Order included allegations that, according to a copy of a contract received by the OFFICE, WIMSUR agreed to issue a performance and payment bond for a construction project to take place in the state of Georgia. Payments of any monies due under the contract were to be delivered to WIMSUR at P.O. Box 36392, Panama City, Florida 32401. [Exhibit G] The agreement resulted in the issuance of a payment bond and a performance bond, both identified as Bond # 20120426-02-atl-reap-wim, for

the amount of \$62,926.82. [Exhibit H] The surety on the performance bond was listed as WIMSUR, LLC, 39 Harrison Ave, Panama City, FL 32401.

18. On March 31, 2014, WIMSUR filed a petition contesting the Amended Order. In its petition, WIMSUR requested the proposal of a Consent Order in which WIMSUR would agree “to not engage in any of the activities alleged in the Amended Order that would constitute transacting insurance for so long as it has not been issued the required license and certification...” [Exhibit I] The parties agreed to attempt to negotiate a Consent Order resolving the issues prior to requesting a hearing officer be appointed. [Exhibit J, p. 13] In order to fully resolve the issues raised in the petition, the OFFICE requested that WIMSUR provide detailed information regarding its operations in and/or from Florida. [Exhibit J, pg 14] To date, and despite additional requests, the OFFICE has not received the requested information.

19. During the course of negotiations, WIMSUR was put on notice that the OFFICE is the agency charged with authorizing surety insurers, including but not limited to those entities that issue payment and performance bonds under Section 255.05, Florida Statutes. [Exhibit J, pg 9] WIMSUR was also advised that, if it believed it could meet the minimum statutory requirements for a certificate of authority, the OFFICE would hold the outstanding matter in abeyance pending approval of WIMSUR’s application. WIMSUR expressed its desire to apply for a certificate of authority and was directed to contact the OFFICE’s Company Admissions Section. [Exhibit J, pgs 7-8]

20. Despite the Amended Cease and Desist Order and subsequent correspondence putting it on notice of the laws that authorize the OFFICE to regulate the transaction of performance and payment bonds, WIMSUR continued to inquire as to whether its activities required a certificate of authority. [Exhibit J, pg 5] By letter dated June 4, 2014, the OFFICE

notified WIMSUR that issuing a form or document identified as, or intended to serve as, a performance or payment bond would constitute transacting insurance in the state of Florida.

WIMSUR was also informed that misrepresenting an instrument as a bond could be an unfair or deceptive act or practice as defined by Section 626.9541, Florida Statutes. [Exhibit K]

21. On June 17, 2014, the OFFICE again notified WIMSUR that representing that the Irrevocable Trust Receipts the company uses to back its purported bonds, or otherwise using forms that would lead someone to believe it was a payment or performance bond was inappropriate and would likely be a violation of Florida law. [Exhibit J, pg 2]

22. Despite its representations that it intended to seek licensure and requests for additional time to apply, WIMSUR never formally initiated the application process for a certificate of authority from the OFFICE. [Exhibit L] On July 31, 2014, the OFFICE notified WIMSUR that it was prepared to move forward with a consent order. On the same date, it was reiterated to WIMSUR that it should not be providing or offering to provide any instrument advertised as, identified as, or purporting to be a bond to Florida consumers or from its Florida office. [Exhibit M] On August 13, 2014, the OFFICE provided WIMSUR with a draft Consent Order resolving only those issues alleged in the Amended Order. [Exhibit N]

23. Subsequent to sending WIMSUR the draft Consent Order, the OFFICE received documentation revealing that, on or about August 14, 2014, WIMSUR issued Bond # 20140723-04-Tal-Pyra-wim, a "00611 - Performance Payment Bond," to a Florida contractor for the construction of an elevated water tank in Leon County, Florida. The bond identifies WIMSUR as the surety for the penal sum of \$148,980. MILLER executed the document as Managing Member of WIMSUR, LLC, Surety. The address as indicated on the signature page is 39 Harrison Ave, Panama City, FL 32401 [Exhibit O]

24. Despite the absence of a Certificate of Authority or any other authorization to transact insurance in Florida, and the outstanding Amended Order putting it on notice that its activities were in violation of the Florida Insurance Code, WIMSUR continues to illegally engage in the unlicensed, unauthorized, transaction of insurance with Florida consumers and from its Florida office in violation of the Florida Insurance Code including, Sections 624.401 and 626.901, Florida Statutes.

25. MILLER, in his capacity as Managing Member and by continuing to execute WIMSUR's surety bonds issued in and from the state of Florida, has violated and continues to violate provisions of the Florida Insurance Code, including Section 626.901, Florida Statutes, by aiding and representing WIMSUR in its unauthorized activities.

26. Neither WIMSUR nor MILLER is subject to any exception (State or Federal) to the requirements of the Florida Insurance Code, including the exceptions outlined in Section 624.402, Florida Statutes. WIMSUR, however, asserts that its activity is authorized under Florida law as an alternative to the performance and payment bonds required under Section 255.05, Florida Statutes.[Exhibit I, para. 7]

27. Even if WIMSUR's product is an eligible alternative under Section 255.05(7), Florida Statutes, the OFFICE finds that WIMSUR currently presents its product to the public using terms such as "bond" and "surety," that misrepresent the true nature of the instrument in violation of Section 626.9541(1)(a), Florida Statutes. The use of such terms is misleading and may cause confusion among consumers who think they are purchasing a bond from a company authorized to do business in this state.

28. These illegal transactions and the ongoing sales and marketing activities of WIMSUR and MILLER place Florida Consumers at great risk of loss. Such activity by

WIMSUR and MILLER, presents financial harm to Florida consumers, the extent of which cannot be discovered immediately. Consumers acquiring surety bonds from an unauthorized insurer lose all of the protections afforded to those who purchase from an authorized insurer. The purchase of surety bonds through an unauthorized entity presents an imminent and immediate danger to the financial health, safety, and welfare of Florida consumers and requires immediate action to stop the sales activities of these entities through this Order.

29. In State v. Knott, 166 So. 835 (Fla. 1936), the Florida Supreme Court found that "the business of insurance so directly affects the public that it is generally considered to be affected with a public interest, and, being so, is subject to regulation and control by the Legislature, which includes the power to license and regulate the agents through whom such business is conducted." Id. at 837. The court further states that "It would be difficult to find a business that more vitally affects the public interest...." Id. In Natelson v. Department of Insurance, 454 So.2d 31 (Fla. 1st DCA 1984), the court stated that the business of insurance is "greatly affected by the public trust." Id. at 31.

30. As a result of the foregoing, the OFFICE finds that the continued transaction of insurance without the requisite certificate of authority by WIMSUR in violation of the Florida Insurance Code, and the company's continuous disregard of notices from the OFFICE that it should not issue surety bonds in or from Florida, poses an immediate danger to the public welfare.

WHEREFORE, pursuant to the Florida Insurance Code and other applicable statutes, the OFFICE finds that the continued unauthorized illegal transaction of surety insurance by WIMSUR and MILLER in violation of the Florida Insurance Code constitutes an immediate

danger to the public welfare so as to require the issuance of this **IMMEDIATE FINAL ORDER**.

Accordingly, **IT IS HEREBY ORDERED:**

A) WIMSUR and MILLER, whether acting directly or indirectly through named or unnamed persons, successor companies, entities, agents, or otherwise, shall immediately **CEASE AND DESIST** transacting the unauthorized business of surety insurance in and/or from this state, or relative to any subject of insurance resident, located or to be performed in this state until such time as WIMSUR becomes licensed insurers in this state.

B) WIMSUR and MILLER shall immediately **CEASE and DESIST** from representing that any security instrument or product it offers is a performance, payment, or any other type of surety bond.

C) Within ten (10) days of the execution of this **IMMEDIATE FINAL ORDER**, WIMSUR shall file with the OFFICE, pursuant to Section 626.901(6), Florida Statutes, a copy of all contracts and/or bonds issued to residents of the State of Florida as well as a detailed spreadsheet compiling the information contained in all contracts issued to residents of the State of Florida. Such information shall be submitted in Excel (.xls) in column format and include at a minimum; company name, address, phone number, premium amount, bond amounts, claims information (including all unpaid claims) and the amount and date of the payment(s) required pursuant to paragraph "D" below.

D) WIMSUR shall pay and otherwise fully service all valid claims on any and all bonds executed in the state of Florida or with any Florida consumer, pursuant to Section 626.901(2), Florida Statutes.

E) The entry of this **IMMEDIATE FINAL ORDER**, or any amendment thereto, shall not be interpreted as having, nor shall it have, the effect of abrogating any statutory, common law, choice of action or contractual rights of any person or entity involved directly or indirectly in, or that has relied on, the representations and actions of WIMSUR or MILLER.

F) The issuance of this **IMMEDIATE FINAL ORDER** and the procedural safeguards set forth herein are concluded to be fair under the circumstances due to the potential harm resulting from unauthorized insurance entities engaging in the business of insurance in Florida. The transaction of the unauthorized business of insurance, is criminal felony activity as defined by Section 626.902, Florida Statutes, and is per se immediately harmful to the public of Florida. Further, such activity by WIMSUR and MILLER presents financial harm to Florida consumers, the extent of which cannot be discovered immediately. All such activity presents an immediate danger to the public health, safety, or welfare of Florida consumers and requires immediate action through this Order.

DONE AND ORDERED this 21ST day of NOVEMBER, 2014.





KEVIN M. MCCARTY
Commissioner
Office of Insurance Regulation

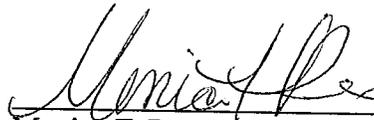
NOTICE OF RIGHTS

Any party to these proceedings adversely affected by this Order is entitled to seek review of this Order pursuant to Section 120.68, Florida Statutes, and Rule 9.110, Fla. R. App. P. Review proceedings must be instituted by filing a petition or notice of appeal with the General Counsel, for the OFFICE of Insurance Regulation, acting as the Agency Clerk, at 612 Larson Building, Tallahassee, Florida, 32399 and filing a copy of the same with the appropriate District Court of Appeal within thirty (30) days of rendition of this Order.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing Order to Cease and Desist has been furnished this 21 day of November 2014 by certified mail to:

Walter I. Miller, Managing Member
WIMSUR, LLC
39 Harrison Avenue
Panama City, Florida 32401



Monica T. Ross
Assistant General Counsel
Florida Bar Number: 0056988
Office of Insurance Regulation
Division of Legal Services
200 East Gaines Street
Tallahassee, Florida 32399
Telephone: (850) 413-4159
Facsimile: (850) 922-2543



Brian P. Kemp
Secretary of State

STATE OF GEORGIA
2014 Corporation Annual Registration

OFFICE OF THE SECRETARY OF STATE
Annual Registration Filing
P.O. Box 23038
Columbus, Georgia 31902-3038

Secretary of State
Control No.: 09047297
Date Filed: 2/21/2014 9:07:23 AM

Information on record as of: 9:07:24 AM

Entity Control No. 09047297

Amount Due: \$50.00

Amount Due AFTER June 1, 2014: \$75.00

WIMSUR, LLC
6893 Beacon Mountain Dr
Lithonia, Georgia 30038

Each business entity registered or filed with the Office of Secretary of State is required to file an annual registration. Amount due for this entity is indicated above and below on the remittance form. Annual fee is \$50. If amount is more than \$50, the total reflects amount(s) due from previous year(s) and any applicable late fee(s). **Renew by April 1, 2013** Your Annual Registration must be postmarked by June 1, 2014. If your registration and payment are not postmarked by June 1, 2014, you will be assessed a \$25.00 late filing penalty fee.

For faster processing, we invite you to file your Annual Registration online with a credit card at <http://www.sos.ga.gov/corporations/>. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. We cannot accept cash for payment.

You may mail your registration in by submitting the bottom portion of this remittance with a check or money order payable to "Secretary of State". All checks must be pre-printed with a complete address in order to be accepted by our offices for your filing. Absolutely, no counter or starter checks will be accepted. Failure to adhere to these guidelines will delay or possibly reject your filing. Checks that are dishonored by your bank are subject to a \$30.00 NSF charge. Failure to honor your payment could result in a civil suit filed against you and/or your entity may be Administratively Dissolved by the Secretary of State. [See O.C.G.A. § 13-6-15 and Title 14, respectively.]

Officer, address and Agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer, and Secretary of the corporation.

Note: Registered Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Boxes may be used for principal office and officers' addresses.

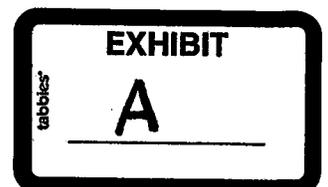
Any person authorized by the entity to do so may sign and file registration (including online filing). Additionally, a person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

Please return ONLY the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit <http://www.sos.ga.gov/corporations/> Or, call 404-656-2817.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
THE ABOVE INFORMATION HAS BEEN UPDATED TO:				
CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
WIMSUR, LLC	6893 Beacon Mountain Dr	Lithonia	Georgia	30038
AGT: Miller, Jelani N.	7203 Waldrop Place	Decatur	Georgia	30034
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE:	DeKalb County	
AUTHORIZED SIGNATURE: Walter I Miller	Date: 2/21/2014 9:07:23 AM		Total Due:	
Title: Attorney-in-Fact	Email: wimsur@aol.com	\$50.00		

BR201 2013 Corporation Annual Registration

144 090472974 0050009 WIMSURLLC0000000000007 201406013 0075000



2014 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M09000003759

Entity Name: WIMSUR, LLC

Current Principal Place of Business:

39 HARRISON AVE
PANAMA CITY, FL 32401

Current Mailing Address:

39 HARRISON AVE
PANAMA CITY, FL 32401 US

FEI Number: 02-0797127

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MILLER, WALTER I
2103 HIGH AVE
PANAMA CITY, FL 32405 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name MILLER, WALTER I
Address P.O. BOX 36392
City-State-Zip: PANAMA CITY FL 32412

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

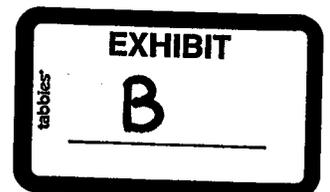
SIGNATURE: WALTER I MILLER

MANAGING MEMBER

02/21/2014

Electronic Signature of Signing Authorized Person(s) Detail

Date



State of Florida



Office of Insurance Regulation Tallahassee, Florida

NOVEMBER 5, 2014

I, the undersigned, Commissioner of the Office of Insurance Regulation, do hereby certify that

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION it was found that no record exists which discloses that the following company or individual holds, a CERTIFICATE OF AUTHORITY from the Office authorizing the company or individual to transact insurance as an insurer in any capacity, including that of a Surety Insurer.

WIMSUR, LLC.



IN TESTIMONY WHEREOF, I hereto subscribe my name, and affix the Seal of my Office, at Tallahassee, the day and year first above written.

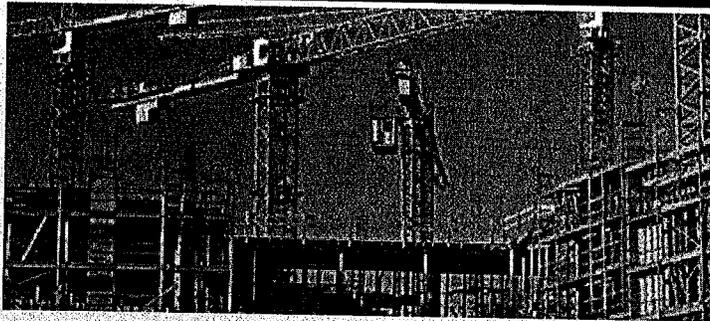
A handwritten signature in black ink, appearing to read "Kenneth M. McCarty".

Commissioner, Office of Insurance Regulation

EXHIBIT

C

tabbles



WIMSUR, LLC

- HOME
- ABOUT
- SERVICES
- DOCUMENTS
- CONTACT
- PROJECTS

21st CENTURY CONSTRUCTION CONTRACTING SOLUTION

CONSTRUCTION BONDING PROGRAM

CONTRACT FINANCING FACILITY

Market Reality



Reorganization in the credit markets has severely restricted the availability of financing in the construction and construction related arenas - preventing many viable companies from securing government and private contracts

WE OFFER SOLUTIONS

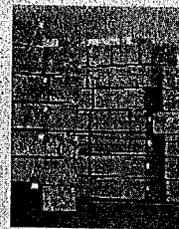
Bonding



Recently, Sureties have suffered significant losses resulting in many exiting the market. This has made bonds more difficult to obtain, especially for small, middle market, woman and minority contractors

WE OFFER SOLUTIONS

Financing

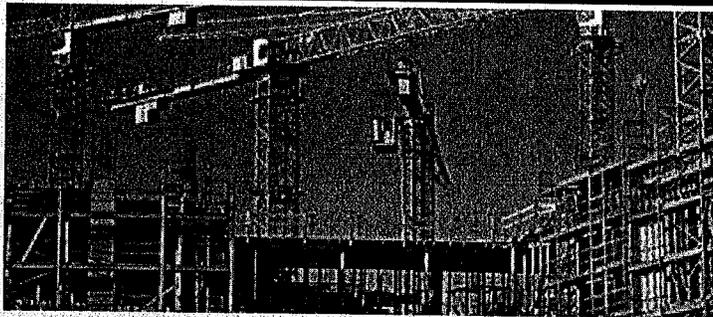


Our Contract Financing Facility operates as a working capital funding to contractors. It is not factoring or a loan, but rather a form of contract management. An alternative to and more flexible than a conventional letter of credit

WE OFFER SOLUTIONS

©WIMSUR LLC 2010-2011. All human and animal rights carefully reserved and preserved.

EXHIBIT D



WIMSUR, LLC

HOME

ABOUT

SERVICES

DOCUMENTS

CONTACT

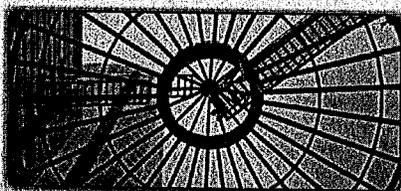
PROJECTS



Our Team

Our staff has extensive banking, construction management, real estate, planning and insurance experience.

- Diverse bank and non-bank financial institution relationships
- Over 30 years experience in each of the following areas:
 - Domestic & International Banking
 - Insurance & Financial Services
 - Construction Management
 - Business Development
 - Development Planning



Our Products

- Bid Bonds
- Performance Bonds
- Payment Bonds
- Financial Guarantee
- Contract Financing
- Funds Administration
- Back Office Support

Other Services

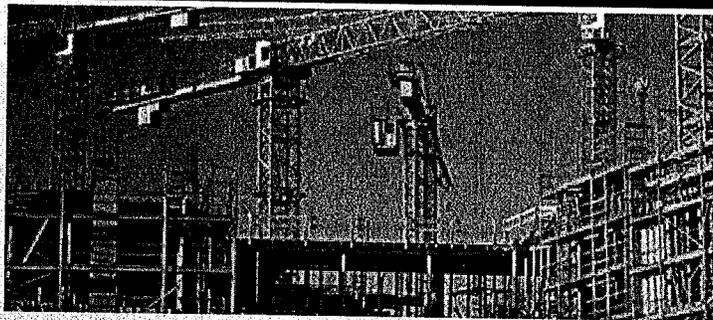
- Master Planning
- Redevelopment Planning



Our Resources

- Independent Trustee administered assets, with billions of dollars of financial capability
- Immediate access to millions in cash - cash equivalent - readily marketable assets
- A current total of \$2 billion in assets available to be placed in trust to support our bond guarantee program.

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WIMSUR, LLC

- HOME
- ABOUT
- SERVICES
- DOCUMENTS
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- PROJECTS

Construction Bonding

Pledged Segregated Trust Funds Assets securitized with Irrevocable Trust Receipt

Affordable Surety Bonds

Over \$2 Billion

- Bid Bonds
- Payment Bonds
- Performance Bonds

Specialty Bonding

- Contractors' first bond
- Small and middle market contractors
- Woman owned businesses
- Minority owned businesses

Financial Guarantee

Pledged Segregated Trust Funds Assets securitized with Irrevocable Trust Receipt

- Financial Guarantee
- Credit Enhancement

Contract Financing

Non-bank national funder providing financing for contractors and sub-contractors

- Approval relies heavily on a company's corporate capabilities and track record rather than primarily on their credit history alone
- Significantly less costly and more flexible than factoring programs
- A good substitute for a revolving line of credit - includes funds for stored materials needed before actual construction begins

Secured Advances

- As invoices are issued and approved, 80% of those amounts can be advanced
- The maximum amount of funds advanced at any time can not exceed 40% of the total contract amount.

Financial Benefit

- Approved contractors can receive secured cash advances of up to \$2,000,000 per occurrence.
- Repayment of the advance not required until invoices are paid by the contracting authority

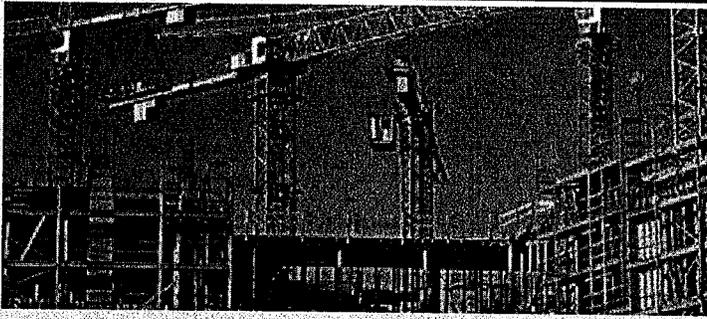
Back Office Support

Provide a comprehensive package of services that will enhance the overall business performance

- Accounting Module
- Bookkeeping Module
- Supplier Control Module
- Payroll Module
- Cost Accounting Module
- Job Costing Module
- Debt Renegotiation Solution

Development Planning Services

- Master Plans
- Redevelopment Plans
- Financial Feasibility



WIMSUR, LLC

HOME

ABOUT

SERVICES

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BOND DOCUMENTS



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Supplier Information Form.doc



Bonding Checklist.pdf



Bank Information Form.doc



Bonding Application 2012.xls



NOTIFICATION AND AUTHORIZATION.doc



Bond_Request_Form.doc



Gen Indemnity Agreement.pdf

CONTRACT FINANCING



Contract Finance Summary.pdf



Salient Information.pdf

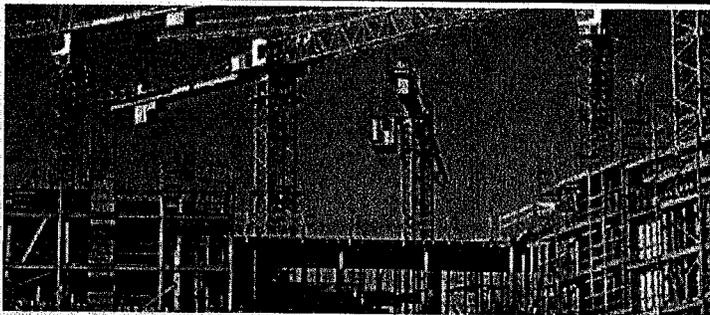


Required Information Checklist.pdf



Contract Financing Application 2011.xls

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WIMSUR, LLC

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Our Address

39 Harrison Ave
Panama City, Florida 32401

Phone: (850) 215-3026
Fax: (850) 215-3027
E-mail: wimsur1@gmail.com

Your Name:

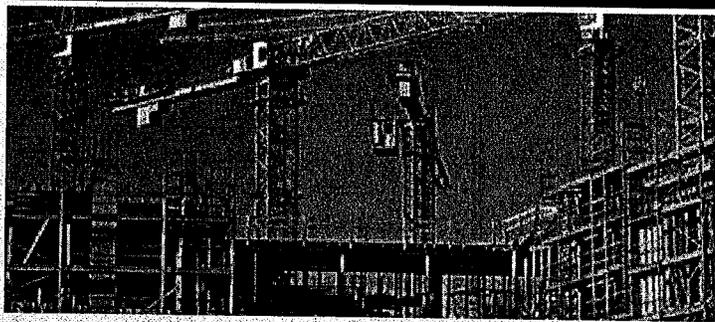
Your Email:

Subject:

Message:

Send

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WIMSUR, LLC

HOME

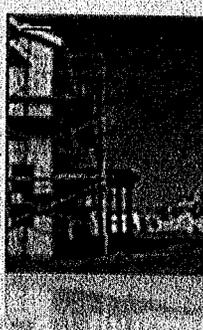
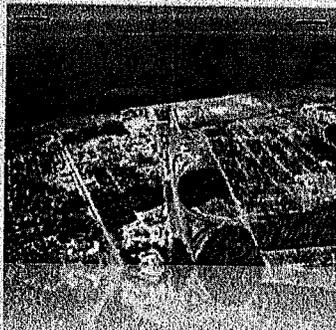
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WIMSUR, LLC

21st Century Bonding Solution

Executive Summary

Construction is a trillion dollar industry representing 10% of the U.S. Gross Domestic Product. It is vitally important to the U.S. economy. To keep this sector of the economy running, and to protect itself against the risk of failed contractors and construction projects, the construction industry relies on the surety industry. The risk of failure from the project owners (whether private or public) is transferred to bonding surety companies or individual sureties by means of a centuries old instrument known as a surety bond. In 1935, the Federal Government passed the Miller Act, requiring bid, payment and performance bonds for most Government construction projects. Almost all 50 states (and most local jurisdictions) have enacted similar legislation requiring surety bonds on public construction projects, and these are generally referred to "Little Miller Acts." Thus, surety bonds are required on most public (and private) construction projects.

A surety guarantee may be written by an individual surety or corporate Surety. Both instruments must be backed by eligible assets (cash, cash equivalents, or readily marketable assets convertible into cash). Over the years corporate surety (usually insurance companies) with Treasury Circular 570 designation have dominated the industry. Despite the prevalence of corporate sureties, WIMSUR, LLC venture of issuing irrevocable trust receipts (ITR's) actually provide greater protection to the owner than corporate bonds.

Recently, corporate sureties have suffered significant losses to the point where many corporate sureties have exited the market. Those remaining have tightened their underwriting standards and increased their prices. This has had the effect of making bonds more difficult to obtain, especially for small, start-up, and minority or woman-owned contractors. In fact, the surety bond

market for these contractors is extremely limited or essentially non-existent. In turn, this situation negatively affects the Government's and private owners' ability to provide construction opportunities to small, minority and woman-owned business, giving diversity little chance in construction.

WIMSUR, LLC is an alternative bonding facility designed to facilitate a bond market for small, minority, women-owned and start-up contractors issuing bonds using acceptable industry forms such as the American Institute of Architects (AIA) bond forms, 310, 311 and 312 (for private projects) the Standard Form 24 and 25 (for Federal government projects), as well as bond forms specified by leading general contractors. To back the bond dollar for dollar, WIMSUR, LLC utilize Irrevocable Trust Receipts ("ITR"), a financial instrument widely recognized in the financial world and used by the Government and private businesses for a variety of purposes, as their vehicle to pledge the assets to the particular bond. With the ITR pledging the assets, the beneficiary of funds, the Obligee or Owner, is the only entity having access to those assets in the event a default cannot be cured. The assets pledged are "locked" for the duration of the project and cannot be pledged for any other transaction. Assets pledged by an ITR are impervious to any claims, including those brought by the IRS or bankruptcy courts. In the event the default cannot be cured, it is typical for the ITR to payout to the beneficiary any funds owed in 45 days.

In short, the ITR is a financial instrument evidencing the pledge and set aside of certain identified assets, usually cash, cash equivalents, or readily marketable assets convertible into cash in a trust account maintained in a federally insured financial institution and administered by an independent trustee. The assets are

available to back the bond for the entire length of the bond and project. Legally, it gives rise to a valid security interest under Article 9 of the Uniform Commercial Code and operates as an escrow agreement would. As an added measure of protection, the ITR incorporates and conforms to ICC Publication No. 500, Uniform Customs and Practice for Documentary Credits. This publication contains the internationally recognized protocols for credit and financial documents.

Individual sureties are specifically recognized by the Federal Acquisition Regulation ("FAR"). Properly issued bonds are fully compliant with the FAR. The assets underlying the ITR may be cash equivalents or readily marketable assets easily convertible into cash. Individual surety bonds have been accepted by, among others, the Department of Justice, Federal Bureau of Prisons, General Services Administration, and Department of the Air Force, Department of Veterans Affairs and Naval Facilities Engineering Command. Various States allow individual sureties usually under criteria similar to the Federal Government. In addition, more recently, several large and national general contractor companies have accepted such bonds from their subcontractors.

Because, WIMSUR, LLC issue bonds on recognized industry bond forms backed dollar for dollar with acceptable assets and backed using Irrevocable Trust Receipts complying with ICC Publication No. 500, many private owners, and federal, state and local agencies will benefit from the additional competition from small and minority firms and from the safeguards the bonds, themselves provide.

The Irrevocable Trust Receipt

The assets which support WIMSUR, LLC bonds/financial guarantees may be pledged to the Obligee through use of a financial instrument known as an Irrevocable Trust Receipt ("ITR"). The ITR is a document representing an interest in particular assets that have been placed in trust specially or segregated from a larger pool of assets placed in trust in a federally insured financial institution for the particular purpose of supporting a bond/financial guarantee for a specified project. An ITR can be defined and used in various ways depending on the particular industry involved and the transaction for which the instrument is used.

The ITR is a flexible, widely recognized and utilized financial instrument in the financial world. The ITR instrument is used by commercial banks and other financial institutions worldwide. It is also accepted and even required for certain transactions by the United States and state and local governments.

The Federal Government recognizes ITRs as "property," "property interests," and "assets". The Code of Federal Regulations contains no less than twenty-two (22) sections referencing this instrument. The Commodity Credit Corporation (CCC) requires the use of an ITR for certain transactions. See 7 C.F.R. § 1421.108. An ITR is also a "valuable" and a security under the Government Losses In Shipment Act. See 31 C.F.R. § 362.1. The Environmental Protection Agency has recognized that a security interest arises from an ITR transaction.

As for state governments, the Florida Statutes specifically authorize local governments to invest public 57 F.R. 18344-01,1992 WL 84957 funds in excess of the amounts needed to meet current expenses using trust receipts pursuant to local policies which are to "place the highest priority on the safety of principal and liquidity of funds." (See Fl. Stat. Ann. § 218.415) Similarly, the Tennessee Board of Regents (see Tennessee Code Annotated 49-8-201 through 49-8-203), in their policy on the deposit and investment of funds, authorize the acceptance of ITRs in lieu of the actual deposit of eligible

collateral.

In Addition, all 50 states recognize the ITR as giving rise to a valid security interest under Article 9, of the Uniform Commercial Code (UCC), that recognizes these instruments as giving rise to valid security interests. 4See White & Summers, Uniform Commercial Code § 30-1a (5th ed.). The UCC replaced and superseded various uniform acts, including the Uniform Trust Receipts Act, addressing individual security devices. See General Comment of National Conference of Commissioners on Uniform State Laws and The American Law Institute, Uniform Commercial Code, and UCC Article § 10-102.

The ITR also conforms to recognized protocols for credit and related financial documents. ICC Publication No. 500 governs both Letters of Credit and ITRs. See ICC Publication No. 500, Article 2. The incorporation of the ICC Publication No. 500's customs/practices and protections into an ITR amounts to an added layer of protection that far exceeds any protection provided by a corporate surety bond.

The assets underlying the ITR pledged against a WIMSUR, LLC bond/financial guarantee are typically comprised of cash and other readily marketable assets easily convertible to cash, if necessary, within 45 days although the ICC guidelines specify a 60-90 calendar days period. The assets are deposited in trust with an FDIC insured financial institution selected by the Trustee. A separate institution typically acts as Trustee of the trust and not the depository institution.

The role of the independent Trustee is to administer trust assets owned by others, select a depository bank, select the assets to be placed in the particular trust to support bond/financial guarantees to be issued against them, issue the ITR, monitor the value of the assets in the ITR, and supplement them if necessary to maintain the asset value equal to the bond/financial guarantee requirements. The Trustee does not acquire a financial or ownership interest in the assets on deposit

in the federally insured financial institution.

The ITR is evidence that the assets exist, and it is the document representing a security interest in the assets being held in trust. Because the assets are in an irrevocable trust, the holding bank has no access to the assets.

Likewise, the independent Trustee may not invade the corpus of the trust except to satisfy bond/financial guarantee obligations on the occurrence of the identified condition as set forth in the ITR. In this regard, the Trustee is the equivalent of an escrow agent and is preferably, and in most cases legally, independent of the Bank holding the assets. Moreover, the individual surety cannot access the assets in the trust during the term of the facility.

The ITR is not negotiable during the term of the bond/financial guarantee. It is solely pledged as backing for the bond/financial guarantee provided to the Owner for the term of a contract. For federal contracts this term, or period, is defined in the FAR. Neither does the Trustee have access to nor the authority to sell the ITR or the underlying assets, just as any other trustee has a fiduciary duty not to invade the corpus of the trust. The ITR does have a cash value - that being the value of the assets held in trust. And, when not pledged as backing for a surety bond/financial guarantee, it is a highly liquid investment/asset.

Benefits of an ITR - Safety and Security

If written for the specific purpose, an ITR authorizes the Owner as the beneficiary/obligee to collect against the trust assets, and the Trustee does have a legally binding obligation to pay the Owner/Obligee as provided in the ITR when the prime contractor/principal defaults. Again, the assets in the trust remain inviolate except for the identified purpose, i.e., to secure the bond/financial guarantee according to the provisions of the pledged instrument. The assets are secured to support the bond/financial guarantee until they are released, or exonerated, by the Obligee.



FILED

OFFICE OF INSURANCE REGULATION

JAN 31 2014

KEVIN M. McCARTY
COMMISSIONER

OFFICE OF
INSURANCE REGULATION
Docketed by SPB

IN THE MATTER OF:

WIMSUR, LLC

CASE NO.: 144682-13

ORDER TO CEASE AND DESIST

TO:

Walter I. Miller, Managing Member
WIMSUR, LLC
39 Harrison Avenue
Panama City, Florida 32401

YOU ARE HEREBY NOTIFIED that pursuant to the Florida Insurance Code, including Sections 624.307 and 624.317, Florida Statutes, the State of Florida, Office of Insurance Regulation (hereinafter "OFFICE"), has caused an investigation to be made of the insurance-related activities of WIMSUR, LLC ("WIMSUR"). The OFFICE has information that the aforementioned company has transacted surety insurance business in the state of Florida, without holding a certificate of authority to transact business as a surety insurer in Florida. Accordingly, the OFFICE intends to enter an Order requiring WIMSUR to cease and desist from engaging in the business of insurance in the state of Florida. As a result of its investigation and as grounds for entry of this order, the OFFICE hereby finds and alleges as follows:

1. The OFFICE has jurisdiction over the parties and the subject matter herein.



2. WIMSUR is a limited liability company registered with the Florida Secretary of State. Its principal place of business is located at 39 Harrison Avenue, Panama City, FL 32405.

3. WIMSUR has never been granted a certificate of authority or license to transact insurance as a surety, or in any other capacity, in the state of Florida.

4. The OFFICE has received information that WIMSUR has issued performance and payment bonds from its principal place of business.

5. Section 624.02, Florida Statutes, provides, in pertinent part:

“Insurance” is a contract whereby one undertakes to indemnify another or pay or allow a specified amount or a determinable benefit upon determinable contingencies.

6. Section 624.03, Florida Statutes, states, in pertinent part:

“Insurer” includes every person engaged as indemnitor, surety, or contractor in the business of entering into contracts of insurance or of annuity. [Emphasis added.]

7. Section 624.04, Florida Statutes, provides, in pertinent part:

“Person” includes an individual, insurer, company, association, organization, Lloyds, society, reciprocal insurer or interinsurance exchange, partnership, syndicate, business trust, corporation, agent, general agent, broker, service representative, adjuster, and every legal entity.

8. Section 624.09, Florida Statutes, provides, in pertinent part:

- (1) An “authorized” insurer is one duly authorized by a subsisting certificate of authority issued by the office to transact insurance in this state.
- (2) An “unauthorized” insurer is one not so authorized.

9. Section 624.10, Florida Statutes, provides, in pertinent part:

“Transact” with respect to insurance includes any of the following, in addition to other applicable provisions of the code:

- (1) Solicitation or inducement.
- (2) Preliminary negotiations.

- (3) Effectuation of a contract of insurance.
- (4) Transaction of matters subsequent to the effectuation of a contract of insurance and arising out of it.

10. Section 624.11, Florida Statutes, provides, in pertinent part:

No person shall transact insurance in this state, or relative to a subject of insurance resident, located, or to be performed in this state, without complying with the applicable provisions of this code.

11. Section 624.401(1), Florida Statutes, provides, in pertinent part:

No person shall act as an insurer, and no insurer or its agents, attorneys, subscribers, or representatives shall directly or indirectly transact insurance in this state except as authorized by a subsisting certificate of authority issued to the insurer by the office, except as to such transactions as are expressly otherwise provided for in this code.

12. Section 624.606, Florida Statutes, defines "surety insurance" to include:

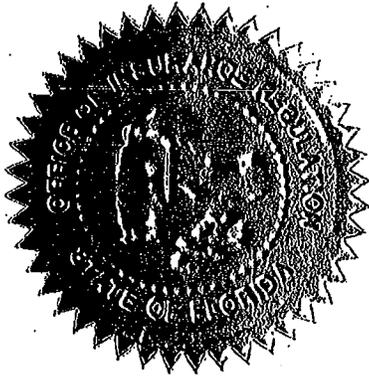
- (a) A contract bond, including a bid, payment, or maintenance bond, or a performance bond, which guarantees the execution of a contract other than a contract of indebtedness or other monetary obligation;
- (b) An indemnity bond for the benefit of a public body, railroad, or charitable organization or a lost security or utility payment bond;
- (c) Becoming surety on, or guaranteeing the performance of, any lawful contract where the bond is guaranteeing the execution of a contract other than a contract of indebtedness or other monetary obligation;
- (d) Becoming surety on, or guaranteeing the performance of, bonds and undertakings required or permitted in a judicial proceeding or otherwise allowed by law, including surety bonds accepted by states and municipal authorities in lieu of deposits as security for the performance of insurance contracts.

13. Despite the absence of any certificate of authority or any other authorization to transact surety insurance business in Florida or to act as an insurer, WIMSUR engages in the unauthorized business of insurance in this state.

14. WIMSUR is not subject to any exception (State or Federal) to the requirements of the Florida Insurance Code, including the exceptions outlined in Section 624.402, Florida Statutes.

WHEREFORE, because WIMSUR has been transacting insurance in the state of Florida without a license, it is in violation of Section 624.401, Florida Statutes, thus entitling the OFFICE to issue an Order to Cease and Desist.

DONE AND ORDERED this 31ST day of JANUARY, 2014.





KEVIN M. MCCARTY
Commissioner
Office of Insurance Regulation

NOTICE OF RIGHTS

Pursuant to Sections 120.569 and 120.57, Florida Statutes and Rule Chapter 28-106, Florida Administrative Code (F.A.C.), you may have a right to request a proceeding to contest this action by the Office of Insurance Regulation (hereinafter the "Office"). You may request a proceeding by filing a Petition. Your Petition for a proceeding must be in writing and must be filed with the General Counsel acting as the Agency Clerk, Office of Insurance Regulation. If served by U.S. Mail the Petition should be addressed to the Florida Office of Insurance Regulation at 612 Larson Building, Tallahassee, Florida 32399-4206. If Express Mail or hand-delivery is utilized, the Petition should be delivered to 612 Larson Building, 200 East Gaines Street, Tallahassee, Florida 32399-0300. The written Petition must be received by, and filed in the Office no later than 5:00 p.m. on the twenty-first (21) day after your receipt of this notice. Unless your Petition challenging this action is received by the Office within twenty-one (21) days from the date of the receipt of this notice, the right to a proceeding shall be deemed waived. Mailing the response on the twenty-first day will not preserve your right to a hearing.

If a proceeding is requested and there is no dispute of material fact the provisions of Section 120.57(2), Florida Statutes may apply. In this regard you may submit oral or written evidence in opposition to the action taken by this agency or a written statement challenging the grounds upon which the agency has relied. While a hearing is normally not required in the absence of a dispute of fact, if you feel that a hearing is necessary one may be conducted in Tallahassee, Florida or by telephonic conference call upon your request.

If you dispute material facts which are the basis for this agency's action you may request a formal adversarial proceeding pursuant to Sections 120.569 and 120.57(1), Florida Statutes. If you request this type of proceeding, the request must comply with all of the requirements of Rule Chapter 28-106.2015, F.A.C., including but not limited to:

- a) A statement requesting an administrative hearing identifying those material facts that are in dispute. If there are none, the petition must so state; and
- b) A statement of when the respondent received notice of the agency's action.

These proceedings are held before a State Administrative Law Judge of the Division of Administrative Hearings. Unless the majority of witnesses are located elsewhere, the Office will request that the hearing be conducted in Tallahassee.

In some instances, you may have additional statutory rights than the ones described herein.

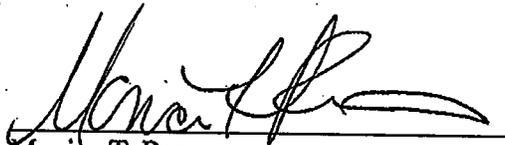
Failure to follow the procedure outlined with regard to your response to this notice may result in the request being denied. Any request for administrative proceeding received prior to the date of this notice shall be deemed abandoned unless timely renewed in compliance with the guidelines as set out above.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order to Cease and Desist has been furnished this 31 day of January 2014 by certified mail to:

Walter I. Miller, Managing Member
WIMSUR, LLC
39 Harrison Avenue
Panama City, Florida 32401

Gary Siplin, Esquire
1320 North Pine Hills Road
Orlando, Florida 32809
Attorney for WIMSUR, LLC



Monica T. Ross
Assistant General Counsel
Florida Bar Number: 0056988
Office of Insurance Regulation
Division of Legal Services
200 East Gaines Street
Tallahassee, Florida 32399
Telephone: (850) 413-4159
Facsimile: (850) 922-2543



OFFICE OF INSURANCE REGULATION

KEVIN M. McCARTY
COMMISSIONER

FILED

MAR 6 2014

OFFICE OF
INSURANCE REGULATION
Docketed by: SPD

IN THE MATTER OF:

WIMSUR, LLC

CASE NO.: 144682-13

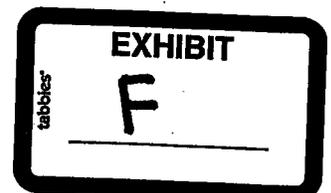
AMENDED ORDER TO CEASE AND DESIST

TO:

Walter I. Miller, Managing Member
WIMSUR, LLC
39 Harrison Avenue
Panama City, Florida 32401

YOU ARE HEREBY NOTIFIED that pursuant to the Florida Insurance Code, including Sections 624.307 and 624.317, Florida Statutes, the State of Florida, Office of Insurance Regulation (hereinafter "OFFICE"), has caused an investigation to be made of the insurance-related activities of WIMSUR, LLC ("WIMSUR"). The OFFICE has information that the aforementioned company has transacted surety insurance business in the state of Florida, without holding a certificate of authority to transact business as a surety insurer in Florida. Accordingly, the OFFICE intends to enter an Order requiring WIMSUR to cease and desist from engaging in the business of insurance in the state of Florida. As a result of its investigation and as grounds for entry of this order, the OFFICE hereby finds and alleges as follows:

1. The OFFICE has jurisdiction over the parties and the subject matter herein.



2. WIMSUR is a limited liability company registered with the Florida Secretary of State. Its principal place of business is located at 39 Harrison Avenue, Panama City, FL 32405.

3. WIMSUR has never been granted a certificate of authority or license to transact insurance as a surety, or in any other capacity, in the state of Florida.

4. The OFFICE has received information that WIMSUR has issued performance and payment bonds from its principal place of business.

5. According to a Funds Administration Agreement between ("Agreement") WIMSUR and Chase Management & Consulting, LLC ("CM&C"):

a. CM&C entered into a construction contract which required it to obtain a performance and payment bond.

b. CM&C made an application to WIMSUR for the aforementioned bond.

c. WIMSUR agreed to issue said surety bond upon approval of CM&C's application.

d. Payments of any monies due under the Agreement were to be delivered to WIMSUR at P.O. Box 36392, Panama City, Florida 32401.

6. As a result of the Agreement, WIMSUR issued a payment and performance bond to CM&C for the construction project described as a renovation of a single family house.

7. Section 624.02, Florida Statutes, provides, in pertinent part:

"Insurance" is a contract whereby one undertakes to indemnify another or pay or allow a specified amount or a determinable benefit upon determinable contingencies.

8. Section 624.03, Florida Statutes, states, in pertinent part:

"Insurer" includes every person engaged as indemnitor, surety, or contractor in the business of entering into contracts of insurance or of annuity. [Emphasis added.]

9. Section 624.04, Florida Statutes, provides, in pertinent part:

"Person" includes an individual, insurer, company, association, organization, Lloyds, society, reciprocal insurer or interinsurance exchange, partnership, syndicate, business trust, corporation, agent, general agent, broker, service representative, adjuster, and every legal entity.

10. Section 624.09, Florida Statutes, provides, in pertinent part:

- (1) An "authorized" insurer is one duly authorized by a subsisting certificate of authority issued by the office to transact insurance in this state.
- (2) An "unauthorized" insurer is one not so authorized.

11. Section 624.10, Florida Statutes, provides, in pertinent part:

"Transact" with respect to insurance includes any of the following, in addition to other applicable provisions of the code:

- (1) Solicitation or inducement.
- (2) Preliminary negotiations.
- (3) Effectuation of a contract of insurance.
- (4) Transaction of matters subsequent to the effectuation of a contract of insurance and arising out of it.

12. Section 624.11, Florida Statutes, provides, in pertinent part:

No person shall transact insurance in this state, or relative to a subject of insurance resident, located, or to be performed in this state, without complying with the applicable provisions of this code.

13. Section 624.401(1), Florida Statutes, provides, in pertinent part:

No person shall act as an insurer, and no insurer or its agents, attorneys, subscribers, or representatives shall directly or indirectly transact insurance in this state except as authorized by a subsisting certificate of authority issued to the insurer by the office, except as to such transactions as are expressly otherwise provided for in this code.

14. Section 624.606, Florida Statutes, defines "surety insurance" to include:

- (a) A contract bond, including a bid, payment, or maintenance bond, or a performance bond, which guarantees the execution of a contract other than a contract of indebtedness or other monetary obligation;

- (b) An indemnity bond for the benefit of a public body, railroad, or charitable organization or a lost security or utility payment bond;
- (c) Becoming surety on, or guaranteeing the performance of, any lawful contract where the bond is guaranteeing the execution of a contract other than a contract of indebtedness or other monetary obligation;
- (d) Becoming surety on, or guaranteeing the performance of, bonds and undertakings required or permitted in a judicial proceeding or otherwise allowed by law, including surety bonds accepted by states and municipal authorities in lieu of deposits as security for the performance of insurance contracts.

15. Despite the absence of any certificate of authority or any other authorization to transact surety insurance business in Florida or to act as an insurer, WIMSUR engages in the unauthorized business of insurance in this state.

16. WIMSUR is not subject to any exception (State or Federal) to the requirements of the Florida Insurance Code, including the exceptions outlined in Section 624.402, Florida Statutes.

WHEREFORE, because WIMSUR has been transacting insurance in the state of Florida without a license, it is in violation of Section 624.401, Florida Statutes, thus entitling the OFFICE to issue an Order to Cease and Desist.

DONE AND ORDERED this 6TH day of MARCH, 2014.





KEVIN M. MCCARTY
Commissioner
Office of Insurance Regulation

NOTICE OF RIGHTS

Pursuant to Sections 120.569 and 120.57, Florida Statutes and Rule Chapter 28-106, Florida Administrative Code (F.A.C.), you may have a right to request a proceeding to contest this action by the Office of Insurance Regulation (hereinafter the "Office"). You may request a proceeding by filing a Petition. Your Petition for a proceeding must be in writing and must be filed with the General Counsel acting as the Agency Clerk, Office of Insurance Regulation. If served by U.S. Mail the Petition should be addressed to the Florida Office of Insurance Regulation at 612 Larson Building, Tallahassee, Florida 32399-4206. If Express Mail or hand-delivery is utilized, the Petition should be delivered to 612 Larson Building, 200 East Gaines Street, Tallahassee, Florida 32399-0300. The written Petition must be received by, and filed in the Office no later than 5:00 p.m. on the twenty-first (21) day after your receipt of this notice. Unless your Petition challenging this action is received by the Office within twenty-one (21) days from the date of the receipt of this notice, the right to a proceeding shall be deemed waived. Mailing the response on the twenty-first day will not preserve your right to a hearing.

If a proceeding is requested and there is no dispute of material fact the provisions of Section 120.57(2), Florida Statutes may apply. In this regard you may submit oral or written evidence in opposition to the action taken by this agency or a written statement challenging the grounds upon which the agency has relied. While a hearing is normally not required in the absence of a dispute of fact, if you feel that a hearing is necessary one may be conducted in Tallahassee, Florida or by telephonic conference call upon your request.

If you dispute material facts which are the basis for this agency's action you may request a formal adversarial proceeding pursuant to Sections 120.569 and 120.57(1), Florida Statutes. If you request this type of proceeding, the request must comply with all of the requirements of Rule Chapter 28-106.2015, F.A.C., including but not limited to:

- a) A statement requesting an administrative hearing identifying those material facts that are in dispute. If there are none, the petition must so state; and
- b) A statement of when the respondent received notice of the agency's action.

These proceedings are held before a State Administrative Law Judge of the Division of Administrative Hearings. Unless the majority of witnesses are located elsewhere, the Office will request that the hearing be conducted in Tallahassee.

In some instances, you may have additional statutory rights than the ones described herein.

Failure to follow the procedure outlined with regard to your response to this notice may result in the request being denied. Any request for administrative proceeding received prior to the date of this notice shall be deemed abandoned unless timely renewed in compliance with the guidelines as set out above.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order to Cease and Desist has been furnished this 6th day of MARCH 2014 by certified mail to:

Walter I. Miller, Managing Member
WIMSUR, LLC
39 Harrison Avenue
Panama City, Florida 32401



Monica T. Ross
Assistant General Counsel
Florida Bar Number: 0056988
Office of Insurance Regulation
Division of Legal Services
200 East Gaines Street
Tallahassee, Florida 32399
Telephone: (850) 413-4159
Facsimile: (850) 922-2543

FUNDS ADMINISTRATION AGREEMENT

This agreement made this 26th day of April, 2012 by and among Chase Mgmt & Consulting, LLC (hereinafter referred to as the "Principal") Real Estate Alliance Partners Group, LLC (hereinafter referred to as the "Obligee") and WIMSUR, LLC (hereinafter referred to as "WIM").

WITNESSTH

WHEREAS, the Principal has entered into that certain construction contract with Obligee pursuant to which the Principal will perform the specific tasks set forth therein and;

WHEREAS, the said Contract requires that the Principal obtain a Performance and Payment Bond; and

WHEREAS, the Principal has made application to WIM for said bond; and

WHEREAS, as a condition of issuing its Bond, WIM requires that all payments due from the Obligee to the Principal for work performed under the Contract be deposited with WIM directly. The amount deposited with WIM shall be in the amount of the Contract as amended. Disbursements shall be made by WIM to the various suppliers and subcontractors for materials and/or services furnished to the project described in the said Contract at the request of the Principal and upon WIM's verification that all terms and conditions of its bond have been fulfilled; and

WHEREAS, Principal and Obligee agree that WIM shall receive, deposit in escrow, and disburse all payments due from Obligee to Principal as described herein.

NOW, THEREFORE, in consideration of foregoing and other good and valuable consideration the parties hereto agree as follows:

1. WIM agrees to issue said surety bond upon approval of Principal's application for such bond.
2. Principal agrees to direct that Obligee make all checks or drafts in payment of any monies due to Principal under the Contract payable to WIM.
3. Checks or drafts in payment of any monies due to Principal from Obligee in connection with the Contract shall promptly be delivered to WIM's designee, WIMSUR, LLC at P.O. Box 36392, Panama City, Florida 32401.
4. WIM and/or its designee agree that upon receipt of contract funds the said funds shall be promptly deposited and held in escrow by an escrow agent who shall have no interest in said funds except that of an independent escrow agent with explicit directions for handling same.
5. WIM (or its designee) shall first verify the satisfactory completion of all terms and conditions of the bonds issued to Principal. The verification shall include Principal's submission of all necessary waivers of lien rights and a contractors affidavit which shall list the names of all suppliers and subcontractors entitled to receive payment and the amounts due and owing to each. Further, it is agreed that each sworn statement shall be

accompanied by partial Waivers of Lien, delivery receipts and tickets, invoices and/or similar supporting documentation, as may be reasonably required by WIM. Notwithstanding any of the foregoing requirements, WIM reserves the right to retain a portion of such contract funds in an amount determined by WIM in its sole discretion, which shall not be unreasonable, as retainage of collateral in consideration of issuing the bond.

6. WIM shall authorize and direct the escrow agent to make each disbursement check payable directly to the supplier or subcontractor to whom payments are due.
7. Principal shall be responsible for any reasonable expense of WIM for services, legal or otherwise, necessarily incurred in carrying out its duties. Additionally, said Principal hereby agrees to indemnify and hold harmless WIM from any and all attorney fees, costs, and expenses incurred to protect its interests and/or to enforce its rights and remedies under this Agreement.

AGREED AND ACCEPTED

Michael Brown
(Printed Name of Principal here)

By: [Signature]
(Print name and title)

Attest: _____

Date: 4/26/12

WIMSUR, LLC

By: [Signature]

Attest: [Signature]

Date: 4/26/12

CONSENT

Real Estate Alliance Partners Group, LLC as Obligee, agrees to direct all payments due under its contract with Chase Mgmt & Consulting, LLC to WIM as sole payee unless otherwise directed by WIM.

(Printed Name of Obligee here)

By: Philippe Pellerin
(Print name and title)

Attest: [Signature]

Date: 4/26/12

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Bond # 20120426-02-atl-reap-wim

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Chase Mgmt. & Consulting, LLC
1773 South Hidden Hills Pkwy
Stone Mountain, GA 30088

Company:

WIMSUR, LLC
39 Harrison Ave
Panama City, FL 32401

OWNER (Name and Address):

Real Estate Alliance Partners Group, LLC
625 Greystone Park NE
Atlanta, GA 30324

CONSTRUCTION CONTRACT Date: April 23, 2012

Amount: Sixty Two Thousand, Nine Hundred Twenty-Six Dollars and 82/100 cent (\$62,926.82)

Description: Renovation of Single Family house at 153 Vanira Ave. SE, Atlanta, GA 30315

Date: April 26, 2012

Amount: Sixty Two Thousand, Nine Hundred Twenty-Six Dollars and 82/100 cent (\$62,926.82)

Modifications to this Bond: NONE

CONTRACTOR AS PRINCIPAL Company:
(Corporate Seal)

SURETY:
(Corporate Seal)

Signature: Name and Title:

Signature: Name and Title:

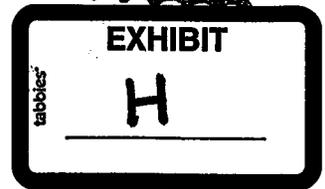
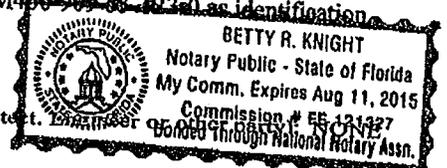
Name and Title: Walter I. Miller, Managing Member

(Any additional information appear on page 6)

State of Florida, County of Bay, Sworn to and subscribed before me this 4th day of May 2012 by Walter Irvin Miller who produced FLDLM456909-00-1230 as identification

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: NONE

OWNER'S REPRESENTATIVE (Architect)



1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid

directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Payor arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By " the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on

which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the *Owner* or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a

subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS: *NONE*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title

CORPORATE CERTIFICATE

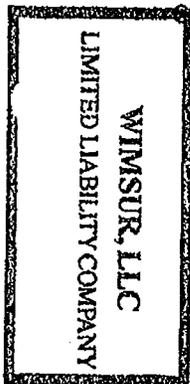
I, Walter I. Miller, do hereby certify that I am Managing Member of WIMSUR, LLC, a Georgia Limited Liability Company, and that I have the authority to deliver this Certificate on behalf of the Company and that the Operating Agreement is in full force and effect upon the date hereof. I further certify that the undersigned person with signature opposite the printed name is authorized to act on behalf of the Company under the provisions of the said Operating Agreement, and that the undersigned person holds the office indicated upon the date hereof.

NAME	OFFICE	SIGNATURE
------	--------	-----------

WALTER I. MILLER	MANAGING MEMBER	
------------------	-----------------	------------------------------------------------------------------------------------

WITNESS my hand and seal of the Company this 26th day of April 2012.

CORPORATE SEAL



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Bond # # 20120426-02-atl-reap-wim

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Chase Mgmt. & Consulting, LLC
1773 South Hidden Hills Pkwy
Stone Mountain, GA 30088

SURETY:

WIMSUR, LLC
39 Harrison Ave
Panama City, FL 32401

OWNER (Name and Address):

Real Estate Alliance Partners Group, LLC
625 Greystone Park NE
Atlanta, GA 30324

CONSTRUCTION CONTRACT Date: April 23, 2012

Amount: Sixty Two Thousand, Nine Hundred Twenty-Six Dollars and 82/100 cent (\$62,926.82)

Description: Renovation of Single Family house at 153 Vanira Ave. SE, Atlanta, GA 30315

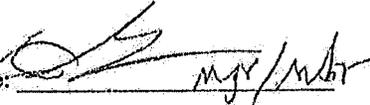
Date: April 26, 2012

Amount: Sixty Two Thousand, Nine Hundred Twenty-Six Dollars and 82/100 cent (\$62,926.82)

Modifications to this Bond: NONE

CONTRACTOR AS PRINCIPAL Company:
(Corporate Seal)

SURETY:
(Corporate Seal)

Signature: Name and Title: 
Name and Title:

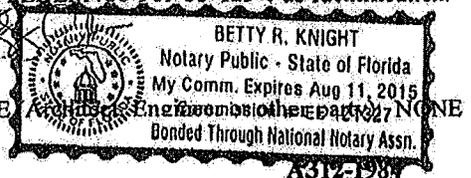
Signature: Name and Title: 
Name and Title: Walter J. Miller, Managing Member

(Any additional information appear on page 6)

State of Florida, County of Bay, Sworn to and subscribed before me this 4th day of May 2012 by Walter Irvin Miller who produced FLDLM460-909-53-123-0 as identification.

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: NONE

OWNER'S REPRESENTATIVE



AIA DOCUMENT A312 - PERFORMANCE BOND AND PAYMENT BOND - DECEMBER 1984 ED AIA

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. WASHINGTON D.C. 20006

THIRD PRINTING - MARCH 1987 WARNING: Unlicensed photocopying violates U.S. trademark Laws and is subject to legal prosecution.

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation

available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor

of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS: **NONE**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

CORPORATE CERTIFICATE

I, Walter I. Miller, do hereby certify that I am Managing Member of WIMSUR, LLC, a Georgia Limited Liability Company, and that I have the authority to deliver this Certificate on behalf of the Company and that the Operating Agreement is in full force and effect upon the date hereof. I further certify that the undersigned person with signature opposite the printed name is authorized to act on behalf of the Company under the provisions of the said Operating Agreement, and that the undersigned person holds the office indicated upon the date hereof.

NAME	OFFICE	SIGNATURE
WALTER I. MILLER	MANAGING MEMBER	

WITNESS my hand and seal of the Company this 26th day of April 2012.

CORPORATE SEAL



OFFICE OF INSURANCE REGULATION

IN THE MATTER OF:

WIMSUR, LLC

CASE NO:

144682-13

PETITION FOR PROCEEDING TO CONTEST AMENDED ORDER TO CEASE AND DESIST

TO:

Monica T. Ross, Esq.

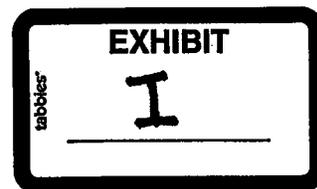
Assistant General Counsel

Office of Insurance Regulation

THIS Petition is filed pursuant to Section 120.569 Florida Statutes and Rule 28-106 Florida Administrative Code for the purpose of contesting the Amended Order to Cease and Desist referenced above. A further purpose of the following petition is to request a proceeding to contest the issuance of the Order or, alternatively, to have the relief granted as proposed by Petitioner in this petition.

In response to the specific findings and allegations of the Amended Order to Cease and Desist, the Petitioner states the following:

1. The jurisdiction finding stated in paragraph 1 are not disputed.
2. The allegation of WIMSUR's principal place of business as stated in paragraph 2 is disputed in that WIMSUR is a limited liability company incorporated and domiciled in Georgia with its principal place of business in Georgia. WIMSUR is duly registered with the Florida Secretary of State as a foreign entity.
3. The allegations of paragraph 3, as stated, are disputed in part. While not disputing the entirety of the allegations, petitioner states that consistent attempts to acquire a certificate of authority have been unsuccessful due to the exclusion of entities constituted such as petitioner from eligibility to apply for or hold a certificate of authority. The fact that the statute (fla. stat. 624.413) setting forth the eligibility requirements to apply for a certificate of authority effectively precludes all except the traditionally-established insurance companies, results in an unfair denial of an equal opportunity of participation in the marketplace to any other legitimate and otherwise qualified entity, which WIMSUR considers itself to be. The allegations of paragraph 3 correctly state that WIMSUR has never been granted a certificate of authority or license to *sell insurance* as a surety, or in any other capacity. It has to be noted that the stated attempts to apply for certificate of authority, if required, were not for WIMSUR to *sell insurance*. As has been consistently stated, when WIMSUR was first contacted by the



OFFICE, without specific allegations, the initial response was based on the assumption that the concern had to do with some alleged activity in Florida. The inquiries to the OFFICE, which were included in the initial response, requested clarification as to whether activity engaged in pursuant to Fla. Stat. 255.05(a)(7) was in fact the kind of activity requiring a certificate issued by the Office of Insurance Regulation (OIR). The first response from OIR stated that it could not interpret that statute because it was not part of the Insurance Code. A later correspondence from OIR upon being presented with a more thorough presentation of WIMSUR's Florida activity, stated that the described activity, was not objectionable or in violation of the rules and regulations under OIR jurisdiction. WIMSUR's subsequent Florida activity, if any, was conducted after this receipt of this letter, and within the parameters set out in the letter. It was some period of time after receiving the letter, which, if nothing else, was a form of clearance for the only Florida business activity WIMSUR was, or intended to be, engaged in, that OIR again contacted WIMSUR stating that it had new information concerning its activity which made more investigation necessary. It was at that point that attention was directed to the transaction in Georgia as the source of the concern that Florida statutes and rules were possibly being violated. This petition is not intended to dispute the allegations that are obvious or easily provable. It is instead grounded in the committed belief that WIMSUR is being potentially subjected to an unwarranted and unduly harsh standard of punishment without the benefit of a fair consideration of the facts in a proper context.

4. The allegations of paragraph 4 are disputed insofar as alleging that bonds were issued from petitioner's principal place of business at the stated Florida address. The response to this allegation has to remain as it has consistently been, which is to state truthfully that everything about this transaction was considered to be one connected to Georgia only. The managing member of the limited liability company, WIMSUR, resides in Florida. The company was established, incorporated in, and domiciled in the state of Georgia. This is not to dispute the fact that use of a Florida address for what might have been perceived as merely a convenience, was in fact sufficient to allow the transaction to be considered a Florida transaction in violation of Florida law. What is alleged to be an instance of transacting insurance out of a Florida office without authority to do so, was in fact a Georgia transaction performed in Georgia for a Georgia company and a local governmental entity, that had been reviewed and approved. The transaction has raised no objections in terms of Georgia law.
5. The allegations of paragraphs 5 through 14 are not disputed. The responses to the allegations contained in those paragraphs would have to be informed by the previously submitted responses to the proposed order. The dismissal of those responses was due to non-compliance with the statutes and rules governing the exercise of the right to submit a petition. To the extent those responses focus on the activity allowable under Fla. Stat. 255.05(7), they are in essence, being re-submitted for consideration, if not in direct defense to the specific allegations in the Amended Order, then as an expression of the continuing inquiry this petitioner has made for clarification of the status any person or entity would have as it relates to the Office of Insurance Regulation when it

comes to license and certificate requirements. To date that question has not been addressed, and will leave open as area for confusion for so long as it remains unanswered.

6. The Order cites sections from the Insurance Code alleging that WIMSUR's activity is selling insurance and violates the cited code sections. This is disputed. The basis of WIMSUR's contesting of this allegation is that the activity that WIMSUR has engaged in has been under a particular statutory alternative to the requirement that a surety insurer authorized to transact business as a surety be the exclusive approach of satisfying bonding requirements in the state of Florida. Specifically, WIMSUR has transacted business limited to contracts for public work involving a public authority or private entity prosecuting and completing public work.
7. The business activity that WIMSUR has engaged in is authorized under the Florida Statutes as an alternative to the surety insurance issued by a surety insurer authorized to transact business as a surety in the state of Florida. Specifically, Chapter 255 sets out the requirements for bonding of contracts involving public property and publicly owned buildings. Subsection (7) of Section 255.05 provides an approach to satisfying bonding requirements *in lieu* of the requirements stated in subsection (1) of the code section. There is no statement that a certificate of authority issued by the Office of Insurance Regulation is required in order to make use of this alternative approach.
8. In that the dismissal of the previous petition was due to deficiencies in the required compliance with the statutes and rules governing the petition, the balance of this submission is devoted to specifically addressing those deficiencies in the order stated:
 - a. As to each agency affected, the petitioner is not aware of any agency other than the Office of Insurance Regulation, whose address and file number would be as stated on the Amended Order to Cease and Desist and this petition.
 - b. The name, address and phone number of petitioner: WIMSUR, LLC (Walter Miller, Managing Member); 6893 Beacon Mountain Drive, Lithonia, Georgia 30038. As to how petitioner's substantial interests will be affected by the agency determination, the issuance of an order to cease and desist on the basis of the facts alleged would carry the implication that petitioner is engaging in a knowing violation with some measure of criminal intent such as consciously evading the requirements for compliance with the rules and regulations. If there is, or has been a determination that violations occurred, a voluntary consent agreement would appear to be a more direct and appropriate means to achieve the result, which, for all practical purposes, already exists insofar as any business activity petitioner is, or intends to be engaged in. A consent agreement could also effectively address those areas that are of legitimate concern while not unfairly denying petitioner's right to participate in the marketplace where qualified.
 - c. Notice of the agency decision to issue an Amended Order to Cease and Desist was received on March 10, 2014 via certified mail.
 - d. Statement of all disputed issues of material fact is made in numbered responses included in this petition.

- e. The ultimate facts alleged are that petitioner has transacted insurance without the required license and certificate of authority to do so. Petitioner, while not disputing the facts as alleged in their entirety, does dispute the characterization of those facts and the determination that those facts, even if true, would warrant the issuance of a cease and desist order in the face of petitioner's good faith, though erroneous, belief that the activity complained of was in compliance with the applicable rules and regulations.
- f. Petitioner does not cite specific statutes or rules that petitioner contends require reversal of the proposed action, however, petitioner does cite certain statutes that would strongly suggest and support a modification of such an action. Particular reference has been made to Fla. Stat. 255.05. A cease and desist order would appear to lump all of petitioner's business activity into one category that would not take into account any legitimate activity that petitioner would otherwise have a right to participate in. Another statute that would have relevance in considering modification of the proposed action would be Fla. Stat. 287.001, which expresses the legislative intent under Chapter 287- Procurement of Personal Property and Services. The relevance of 287.001 begins with the first sentence being the legislature's recognition of fair and open competition as a basic tenet of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically. This recognition of the importance of open and fair competition would necessarily include an acknowledgment that competition needs to include more participants. The fact that this expressed intent cannot be reconciled with a statutory scheme that, in application, is exclusionary and anti-competitive. As a brief example, in the construction industry, which represents a significant portion of public procurement, the most recurring impediment faced by a substantial percentage of small businesses, particularly minority and women-owned businesses, is the inability to acquire the necessary bonding. In terms of furthering the legislature's promotion of fair and open competition, it is reasonable to expect that these businesses would at least have a viable path to compete in the marketplace. The Irrevocable Trust Receipt-backed financial guarantee, which WIMSUR provides, can help to pave that pathway through its alternative to the traditional corporate surety company bond. To date all attempts to get a clear declaration as to whether this approach to satisfying bond requirements on public projects, an approach specifically authorized by statute, is one requiring license and a certificate of authority, have been unsuccessful. The issuance of a cease and desist order would be unwarranted and unfair in the face of the unanswered questions that inevitably arise whenever any business situated such as WIMSUR attempts to conduct business in compliance with the applicable laws, rules and regulations, only to find that the activity is held to a licensing and certification protocol which by statute excludes the business from applying for or holding the required certification.
- g. The responses in this petition to the allegations on the Amended Order to Cease and Desist are made with full awareness that they do not point-for-

point refute the allegations that could, if considered without nuance or context, be characterized as alleged in the Amended Order. This petition is intended to supply that context in order that the proposed action by the OIR would be informed with an awareness of the background information referenced in this petition.

With regard to stating precisely the action requested of the agency, it would be:

1. Propose a Consent Agreement/Order whereby WIMSUR agrees to not engage in any of the activities alleged in the Amended Order that would constitute transacting insurance for so long as it has not been issued the required license and certification. The consent agreement would be put in place instead of a Cease and Desist Order.
 2. Issue a declaratory statement to clarify the issue raised by WIMSUR concerning its business activity that resulted in at least a temporary letter of approval from OIR. The clarification is needed because even though the approval was considered rescinded by implication once the notice of further investigation was received, the findings supporting that letter of approval were not explicitly rescinded. The focus of the investigation from that point went in a completely different direction, concerning conduct that, even if ceased, would not necessarily implicate the conduct that has been most of the focus of this petition, and about which petitioner seeks to open a dialogue toward full and fair consideration being given to addressing the disparities in open and fair competition when it comes to public procurement.
9. In the event the relief sought by petitioner as stated in this petition is not granted, a proceeding to contest the Order is respectfully requested.

WHEREFORE, the undersigned WIMSUR files this Petition.

This 31st day of March, 2014.

Respectfully submitted,

WIMSUR, LLC

By: 

, Managing Member

CERTIFICATE OF SERVICE

This shall certify that I have this day provided a true and correct copy of the foregoing Petition to:

Monica T. Ross

**Assistant General Counsel
Office of Insurance Regulation
Division of Legal Services
612 Larsen Building
200 Gaines Street
Tallahassee, FL 32399-0300**

This ^{31st} day of March, 2014

A stylized, handwritten signature in black ink, consisting of a large, circular 'S' shape with a horizontal line crossing through it.

Walter I. Miller

Ross, Monica

From: Fred Carter [imjus2u@gmail.com]
Sent: Wednesday, June 25, 2014 6:21 PM
To: Ross, Monica
Cc: Walter I. Miller
Subject: Re: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Ms. Ross:

This is to respond to your request for proof that WIMSUR has initiated the application process by this date. In terms of providing documentary proof, as of this date no formal application has been submitted. However, what has been done is very much a part of applying for the necessary certificate of authority. Specifically, the changing of WIMSUR's structure from a limited liability company to a corporation has to be completed in order to submit an application. Also, as has been previously stated, WIMSUR is not an insurance company. Therefore the kind of changes that must be undertaken prior to formal submission of an application are being completed now and the latest status indicates that it will be at least an additional two weeks before completion.

Additionally, the suggestion that the Department of Management Services would be a possible source for information as to the acceptability of the Irrevocable Trust Receipt as the alternative to the traditional surety bond for satisfying construction bonding obligations where public public projects are involved, is being followed. There should be some kind of response to the initial inquiry in the short term, however, the timing of any response from the department is not within WIMSUR's control.

If the the approximate two-week time frame needed for the re-structuring necessary for moving forward could fit within your timing for bringing this to the point of drafting a Consent Agreement, the additional time would be appreciated.

Thank you again,

Fred Carter
for WIMSUR, LLC

On Tue, Jun 17, 2014 at 4:15 PM, Ross, Monica <Monica.Ross@floir.com> wrote:

Mr. Carter,

Does WIMSUR intend to become a corporation? It is my understanding that the Company Admissions section of the Office cannot issue a certificate of authority to a limited liability company.

If WIMSUR will meet the general requirements for insurers in this state (as stated in Section 624.404, Florida Statutes), the link to the appropriate application is below. This is the application for companies seeking to be newly admitted in Florida and to be authorized to issue performance and payment bonds. I will need to see proof that WIMSUR has started the application process no later than June 25, 2014, in order to continue to hold this case. If the application has not been initiated by that date, we will need to move forward with resolving the Cease and Desist Order.

I am unaware of any licenses or certificates of authority issued by the Department of Management Services. My previous reference to the agency was for you to seek its guidance as to whether the irrevocable trust receipt was



an appropriate instrument for a contractor to use as an alternative to providing a bond. I do not have contact information for anyone in that agency, but you may be able to find information on its website.

Please be advised that even if it is deemed by DMS to be an acceptable alternative, representing that the irrevocable trust receipt is a bond, or using forms that would lead someone to believe that it is a performance and/or payment bond, would be inappropriate and would likely be deemed a violation of Florida law.

I look forward to your prompt response.

Thank you,

Monica T. Ross
Assistant General Counsel
Office of Insurance Regulation
200 E. Gaines Street, Suite 646E
Tallahassee, FL 32399-4206
(850) 413-4159

UCAA Primary Application Florida State Specific Requirements
(http://www.flor.com/sections/AppCoord/UCAAPrimary/primary_application.aspx)

From: Fred Carter [mailto:imjus2u@gmail.com]

Sent: Friday, June 13, 2014 2:27 PM

To: Ross, Monica; Walter I. Miller

Subject: Re: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Ms.Ross:

The email just sent to you was sent inadvertently before it was quite finished or proof-read. To complete the last sentence, it was meant to read.....One of the principal hurdles these businesses have faced is exactly what WIMSUR seeks to address.

Also, all references to Department are speaking of the Department of Management Services.

Thanks again,

Fred Carter

On Fri, Jun 13, 2014 at 2:13 PM, Fred Carter <imjus2u@gmail.com> wrote:

Ms. Ross:

This response is on behalf of Mr. Miller and WIMSUR. At this time WIMSUR intends to continue pursuing a certificate of authority by applying for one with either the OIR or the Department of Management Services, which WIMSUR was referred to after contacting Ms. Mostoller.

In terms of moving forward with a hearing, in the event that course becomes necessary, the results obtained from completing the application process could be an important part of that procedure, should it take place. With the main focus for now being to complete the application process without delay, the name of a contact person within the Department, if you have one, might help to expedite the process. Absent that, WIMSUR will follow the steps required by this department to have its application considered and decided on. That decision, and the basis for it, along with whatever ultimate decision is made by OIR, will help to clarify the somewhat ambiguous position that WIMSUR now finds itself.

Notwithstanding the thorough and well-reasoned points you make in your email, the essence of the business activity that WIMSUR wishes to conduct is not fully captured in your analysis. That activity appears to be particularly suited to the kind of initiatives and strategic partnership agreements the Department has entered into with several Florida universities. These initiatives and partnerships have a stated goal of expanding the opportunities and participation of small and minority-owned businesses. One of the principal hurdles these businesses have faced is e

Thank you

Fred Carter

On Thu, Jun 12, 2014 at 11:41 AM, Ross, Monica <Monica.Ross@flor.com> wrote:

Mr. Miller,

I have not received your response to the email below. Please respond no later than **5 p.m. on Friday, February 13, 2014.**

If I do not receive correspondence from you by the specified time, I will prepare to forward your petition for the assignment of a Hearing Officer.

Thank you,

Monica T. Ross
Assistant General Counsel
Office of Insurance Regulation
200 E. Gaines Street, Suite 646E
Tallahassee, FL 32399-4206
(850) 413-4159

From: Ross, Monica
Sent: Wednesday, June 04, 2014 4:18 PM
To: 'WIMSUR, LLC'; 'imjus2u@gmail.com'
Cc: Mostoller, Mary; Ballard, Gina; WIMSUR1@gmail.com

Subject: RE: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Mr. Carter and Mr. Miller,

Please find attached a letter in response to your question below. If you have any further questions, please feel free to contact me.

Thank you,

Monica T. Ross
Assistant General Counsel
Office of Insurance Regulation
200 E. Gaines Street, Suite 646E
Tallahassee, FL 32399-4206
(850) 413-4159

From: Fred Carter [mailto:imjus2u@gmail.com]

Sent: Monday, June 02, 2014 10:54 PM

To: Mostoller, Mary

Cc: Walter I. Miller

Subject: Re: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Dear Ms. Mostoller:

This is to respond to your email to WIMSUR regarding the request for an application to apply for a certificate of authority.

To answer your first question, WIMSUR is not an insurance company. It is a Georgia-domiciled limited liability company. The business activity that WIMSUR contemplates conducting in Florida is not the selling of insurance. It is rather the placement of financial guarantees backed by irrevocable trust receipts. This is allowed by statute in lieu of the traditional surety bond when public construction, improvements, etc. are involved.

What WIMSUR seeks foremost is clarity as to whether a certificate of authority and/or an insurance license issued by the OIR is required for its business activity. If so, then a fuller description of the specific business of WIMSUR might be helpful in directing it to the appropriate application. Toward that end, any further information you may need in advising on the proper application will be provided on request.

Thank you for your assistance.

Fred Carter

for WIMSUR, LLC

email: imjus2u@gmail.com

On Wed, May 21, 2014 at 5:08 PM, Mostoller, Mary <Mary.Mostoller@flair.com> wrote:

Dear Mr. Miller,

The email string is rather lengthy. Are you asking that I provide you with a copy of an application for the licensure of an admitted/authorized insurer in this state writing solely surety bonds? Would this be a start-up company or an insurance company that already holds a license in another state? I cannot direct you to the proper application without this information.

Thank you,

Mary Mostoller, Director

Company Admissions/Business Development

Florida Office of Insurance Regulation

200 East Gaines Street

Tallahassee, FL 32399-0326

(850) 413-5350 (Telephone)

(850) 413-2348 (Fax)



FLORIDA OFFICE OF
INSURANCE REGULATION

From: WIMSUR, LLC [mailto:wimsur@aol.com]

Sent: Tuesday, May 20, 2014 4:16 PM

To: Mostoller, Mary

Cc: Ross, Monica; wimsur1@gmail.com; fretrac1@bellsouth.net; imjus2u@gmail.com

Subject: RE: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Ms. Mostoller:

This email is addressed to your attention at the suggestion of Ms. Monica T. Ross, OIR Ass. General Counsel. Our company has been engaged in a dialogue with OIR concerning licensure/compliance issues. It is our desire to pursue the application process in order to properly address the question of whether a certificate of authority from the OIR is required and, if so, is it obtainable under the licensing protocol as it currently exists.

In terms of the application process, it would be very helpful to our preparation for submitting the necessary application if we had a copy of it. This would help to be certain of the required

submissions. Would it be possible to have the application emailed in reply to this request, or, if this can be initiated online, please so advise.

In order to expedite this process we request that any reply to this email be directed to the person retained to serve as spokesman for WIMSUR on this matter. That contact information is:

Fred Carter

Email: lmjus2u@gmail.com

Telephone: [678-663-5209](tel:678-663-5209)

Your assistance is greatly appreciated.

Walter I. Miller, Managing Member

WIMSUR, LLC

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-----Original Message-----

From: Ross, Monica <Monica.Ross@floir.com>

To: WIMSUR, LLC <wimsur@aol.com>

Cc: WIMSUR1 <WIMSUR1@gmail.com>

Sent: Wed, May 14, 2014 2:09 pm

Subject: RE: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Mr. Miller,

Thank you for your email. Please contact Mary Mostoller, Director of Business Development and Application Admissions, no later than **Wednesday, May 21, 2014** to discuss the licensing process and the steps WIMSUR will need to take in order to proceed with an application for certificate of authority. Her contact information is [\(850\) 413-5350](tel:850-413-5350) or mary.mostoller@floir.com.

Once you have spoken with her, please email me by the end of next week with a status update and your expected application submission date. In the event that you decide not to apply for licensure at this time, or need an extended amount of time to apply, please email me so that we may proceed in resolving the outstanding matter.

Thank you,

Monica T. Ross
Assistant General Counsel
Office of Insurance Regulation
200 E. Gaines Street, Suite 646E
Tallahassee, FL 32399-4206
(850) 413-4159

From: WIMSUR, LLC [<mailto:wimsur@aol.com>]
Sent: Wednesday, May 14, 2014 2:32 PM
To: Ross, Monica
Cc: wimsur1@gmail.com
Subject: RE: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Ms. Ross,

Thank you for your prompt response. The detailed explanations of the positions you take are especially appreciated. This helps to clarify the differences that need to be resolved in order to construct a reasonable consent agreement going forward. This is still the preferred outcome. It is our desire to work cooperatively with your office toward that end.

Regarding the eligibility requirements for a certificate of authority, it has been WIMSUR's position from the beginning that it is indeed qualified to apply for the certificate, if one should be required for the business activity contemplated. Although not ideally suited for the pre-set eligibility requirements as set forth in the statutes you cite, the qualifications are in place and just need to be given proper consideration. It is our intent to promptly pursue the application process for a certificate of authority. We accept your offer to hold this investigation in abeyance during the application process.

Please advise of any necessary follow-up with your office while the application process is being followed.

Thank you

Walter I. Miller

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-----Original Message-----

From: Ross, Monica <Monica.Ross@floir.com>

To: WIMSUR, LLC <wimsur@aol.com>

Cc: WIMSUR1 <WIMSUR1@gmail.com>

Sent: Wed, May 7, 2014 2:21 pm

Subject: RE: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Mr. Miller,

I believe the correspondence referred to in your last email was with Ernest Ulrich, who was formerly an insurance analyst with the Office. Mr. Ulrich was correct in that the Office generally does not interpret statutes outside of the Insurance Code. However, Chapter 255.05 specifically requires that payment and performance bonds be issued by a surety insurer authorized to do business in this state. The Office is the agency charged with authorizing surety insurers, therefore this provision, among others, triggers the Office's jurisdiction to determine whether the unauthorized transaction of surety insurance has occurred. Based on the information the Office has received, WIMSUR issues or has issued payment and performance bonds in or from the state of Florida, not those securities listed in section 255.05(7) or in part II of chapter 625 that can be provided by contractors in lieu of a bond. Accordingly, the Office has jurisdiction over WIMSUR's surety-related activities in or from the state of Florida.

The Florida Legislature has set forth the minimum statutory requirements a company seeking to become an authorized surety insurer must meet. The general eligibility requirements are set forth in section 624.404, Florida Statutes. The Office would consider the application of a regulated entity that meets these minimum requirements. If you believe that WIMSUR is eligible to apply for a certificate of authority, this case can be held in abeyance pending approval of your application.

If the Office enters into a Consent Order resolving issues related to the Cease and Desist Order and issues raised in your petition, it is necessary that it fully understands the scope of your business activity in the state of Florida. This ensures that you and the Office are clear as to what is and is not allowable under the terms of the Consent Order.

All notices of Cease and Desist Orders issued by the Office are available on its website and are subject to Florida's public records laws (Chapter 119, Florida Statutes). Upon resolution of a matter, the Consent Order or Final Order memorializing the resolution of the case is also uploaded. This is yet another reason it is necessary for the Office to have a full understanding of the company's activities so that it may be articulated, in general terms, in the Consent Order.

At this time, the Office considers this matter to be an open investigation. Accordingly, documents received are exempt from public disclosure until the case is closed, pursuant to section 624.319, Florida Statutes. After that time, a person or entity could request to view the documents related to the case, however, the Office does not generally publish these types of records on its website. Contracts you may have that are subject to Chapter 255 are likely already public records, pursuant to section 119.0701, Florida Statutes, and would, therefore, not present any additional confidentiality issues. The Office will still need to be made aware of any other past or current contracts issued from your Florida office or for projects taking place in Florida.

The Office would appreciate your prompt response to its request to prevent further delay in the resolution of this matter. Please provide the requested information no later than May 14, 2014.

Thank you,

Monica T. Ross
Assistant General Counsel
Office of Insurance Regulation
200 E. Gaines Street, Suite 646E
Tallahassee, FL 32399-4206
(850) 413-4159

From: WIMSUR, LLC [<mailto:wimsur@aol.com>]
Sent: Tuesday, May 06, 2014 9:50 PM
To: Ross, Monica
Cc: WIMSUR1@gmail.com
Subject: RE: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Ms. Ross

In responding to your request information, the first question that comes to mind is 'why does one have to submit all of this in order to get an answer to the question asked? We asked the question of whether the jurisdiction of the Office of Insurance Regulation ("OIR") extended to regulating the activities of entities engaged as allowed under statutes that are not part of the Insurance Code. One answer previously given by counsel for the OIR was

that the question could not be answered due to the cited statute, fl. Stat. §255.05(7), being outside the jurisdiction of the OIR. Later correspondence seems to make it clear that this is not the position the OIR has maintained. Or if it has maintained that position, then why would the response to the question be that in order to formulate a consent agreement it is necessary that all of the requested information be turned over?

Assuming for the sake of argument that the OIR does in fact have authority to regulate the activity of entities doing business pursuant to the authority granted under the specific statute cited, then it would seem to follow that the regulated entity would have the same ability as any other regulated entity to apply for and hold the licenses and certificates of authority required for compliance. That is not the case here. This only highlights the problems that would be raised by putting in place an order to cease and desist from activity that has not been shown to exist, or, more importantly, from activity that is specifically allowed by law.

It is for these reasons, among others, that it is so hard to see just how the next step in this process of formulating an acceptable consent agreement is to simply turn over everything about your business in order that the question of whether the OIR has jurisdiction to regulate that activity might be answered.

One other aspect of this process that is troubling is the fact that the confidentiality one would normally assume to be in place does not seem to apply. How, for example, does an internet search of the company name return results showing a notice of a cease and desist order? This is a form of notice to the world that the company has run afoul of some law, rule, or regulation to the point that a cease and desist order was required to stop the activity. Of course, there has been no such finding. The fact that this has been posted on the internet is itself a form of punitive action in a business sense. How is the damage to the business repaired if there is no such order ever put in place? Is it even fair to have such misinformation so widely distributed before reaching a conclusion that would support such an action?

It takes no stretch of the imagination to foresee the kind of irreparable business damage that could easily result from divulging all of the information requested, and then seeing that information posted world-wide. How could the company possibly respond to the parties who stand to be damaged by having their information handled in such a manner? I could go on and on with reasons why the company cannot step into that breach without any idea of whether the information won't be treated in the same way.

Walter I. Miller

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-----Original Message-----

From: Ross, Monica <Monica.Ross@floi.com>

To: WIMSUR, LLC <wimsur@aol.com>

Cc: WIMSUR1 <WIMSUR1@gmail.com>

Sent: Mon, May 5, 2014 11:44 am

Subject: RE: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Mr. Miller,

I have not received a response from you regarding the email below. I am unable to finalize a draft Consent Order without the Office having the opportunity to review information related to your Florida activities and make a determination regarding the provisions you maintain exempt your activities from regulation.

If I do not hear from you by close of business on Friday, May, 9, 2014, I will prepare to request that a Hearing Officer be assigned to set a date for a hearing.

Thank you

Monica T. Ross
Assistant General Counsel
Office of Insurance Regulation
200 E. Gaines Street, Suite 646E
Tallahassee, FL 32399-4206
(850) 413-4159

From: Ross, Monica
Sent: Tuesday, April 29, 2014 8:17 AM
To: 'WIMSUR, LLC'
Cc: 'WIMSUR1@gmail.com'
Subject: RE: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Mr. Miller,

I wanted to check the status of the additional information the Office requested in order to resolve the issues raised in your petition.

Monica T. Ross

From: WIMSUR, LLC [<mailto:wimsur@aol.com>]
Sent: Tuesday, April 08, 2014 2:44 PM
To: Ross, Monica
Cc: wimsur1@gmail.com
Subject: Re: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Ms. Ross:

Responding to your question regarding a consent agreement, a consent agreement would be the preferred way of resolving the issues involved in this case. Please proceed with a draft of the terms for such an agreement.

As to your request for information needed in order to address the other issues raised in the petition, a more detailed response will be sent to you shortly.

We will look forward to a successful resolution of these issues.

Walter I. Miller

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-----Original Message-----

From: Ross, Monica <Monica.Ross@flor.com>

To: wimsur <wimsur@aol.com>

Sent: Tue, Apr 8, 2014 7:52 am

Subject: FW: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

From: Ross, Monica

Sent: Thursday, April 03, 2014 1:20 PM

To: 'WIMSUR1@gmail.com'

Subject: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Petition for Administrative Hearing

Mr. Miller,

The Office of Insurance Regulation (hereinafter the "Office") has received your "Petition for Proceeding to Contest Amended Order to Cease and Desist." According to the petition, WIMSUR proposes a Consent Order

resolving the issues related to the Office's investigation. If you are in agreement, I will hold the petition pending negotiations of the terms of the Consent Order. If the parties cannot come to an agreement on the terms of the Consent Order, WIMSUR's petition will be forwarded to a hearing officer and a proceeding will be held to determine whether a Final Order to Cease and Desist should be issued. If this is agreeable, please let me know via email, and I will begin preparing a proposed Consent Order for your review.

With regard to your assertion that Chapter 255 offers a defense for WIMSUR's activities, the Office needs a better understanding of WIMSUR's activities to determine whether they fall within the scope of those activities regulated by the Insurance Code. Accordingly, the Office requests that you provide detailed information regarding ALL of WIMSUR's activities in and/or from its Florida office. Supporting documents including, but not limited to, copies of any client lists, contracts, bonds, etc. for projects taking place in Florida or which can be linked to WIMSUR's Florida office (i.e. containing WIMSUR's Florida address), should be included in your response.

Your prompt response is appreciated, so that any clarification regarding permissible activities can be included in the Consent Order, if deemed appropriate.

If you have any questions, please contact me.

Thank you,

Monica T. Ross
Assistant General Counsel
Office of Insurance Regulation
200 E. Gaines Street, Suite 646E
Tallahassee, FL 32399-4206
(850) 413-4159



OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY
COMMISSIONER

June 4, 2014

Walter I. Miller
WIMSUR, LLC
39 Harrison Avenue
Panama City, FL 32401

Via Email To: wimsur@aol.com

FINANCIAL SERVICES
COMMISSION

RICK SCOTT
GOVERNOR

JEFF ATWATER
CHIEF FINANCIAL OFFICER

PAM BONDI
ATTORNEY GENERAL

ADAM PUTNAM
COMMISSIONER OF
AGRICULTURE

Dear Mr. Miller,

It has come to my attention that you have previously had correspondence and discussions with the Office regarding your business activities and questions regarding the requirements for a certificate of authority. I have received a copy of your September 1, 2010 letter to the Office and have reviewed it and the attached assessment of relevant statutes.

On page two of your "Assessment of Construction Bonding Challenging in Public Procurement," you provide a hypothetical illustration based on your reading of section 255.05, Florida Statutes. The Office does not read that statute to have the meaning, or result, you have asserted. Pursuant to Florida Statutes, the Office regulates surety insurance, which includes, among other things, bid, payment, maintenance, and performances bonds. The issuance and/or execution of a form or document identified as, or intending to serve as, a bond would constitute transacting insurance in the state of Florida, regardless of how such instrument is financially backed. Further, representing that a document is a bond, when it is in fact some other type of security, may be an unfair or deceptive act or practice as defined by section 626.9541, Florida Statutes.

The Office does not, nor is it attempting to, regulate the use of those alternative forms of security listed in section 255.05(7), Florida Statutes, except where it may be specifically authorized to do so by the Florida Insurance Code. The Department of Management Services may be able to assist you with interpreting the manner in which the types of securities described in section 255.05(7), Florida Statutes, may be used in lieu of a bond in public construction projects.

The Office is obligated to issue certificates of authority only to those companies meeting the requirements set forth in the Florida Statutes and Florida Administrative Code. If WIMSUR is not prepared, or is otherwise ineligible, to apply for a certificate of authority to act as a surety based on Florida's current eligibility requirements for insurers, please let me know so that we may proceed with resolving the issues in your outstanding petition. Additionally, the Office asks that you provide the previously requested documentation outlining the scope and description of the business

MONICA T. ROSS • ASSISTANT GENERAL COUNSEL
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-4206 • (850) 413-4159 • FAX (850) 922-2543
website: www.floir.com • monica.ross@floir.com

Affirmative Action / Equal Opportunity Employer

EXHIBIT

K

tabbles

WIMSUR has transacted in the state. The Office would appreciate your response and documents no later than June 11, 2014.

Sincerely,

A handwritten signature in cursive script, appearing to read "Monica T. Ross".

Monica T. Ross, Esquire



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MONICA ROSS ATTORNEY

[Back to Search](#)

New Search	Subscribe to notification	Search Criteria:
Edit Search	Send e-mail to companies	<i>Company Name Starts With "WIMSUR, LLC"</i>
Save Search	Save results to Excel	<i>Including historical data</i>

Authority Status	Company Name	FEIN	Authority Category	Authority Type	NAIC CD	State of Domicile	CCRC Facility Name	Fictitious Name
No Records Found.								



Ross, Monica

From: Ross, Monica
Sent: Thursday, July 31, 2014 2:46 PM
To: 'Fred Carter'
Cc: Walter I. Miller
Subject: RE:

Mr. Carter,

The Office is prepared to move forward with a Consent Order, which I hope to have to you within the next week. The Consent Order, however, will be subject to final approval of the Insurance Commissioner.

It is my understanding that WIMSUR presented its product to the Office in 2010 before the appropriate parties. At that time, the Office informed WIMSUR that the product as described appeared to be surety insurance, which would require a Certificate of Authority. Therefore, I am unsure whether additional presentation would be necessary or beneficial.

I would like to reiterate that, regardless of the acceptability of WIMSUR's product as an alternative to a bond requirement under Chapter 255, WIMSUR should not be providing or offering to provide any instrument that is advertised as, identified as, or purporting to be, a bond to Florida consumers or from its Florida office to consumers of other states. To the extent that WIMSUR is doing so at this time, it should immediately cease such activity. I, again, refer you to section 624.606, Florida Statutes, for the list of instruments that are included in the definition of "surety insurance."

I will be in touch in the upcoming week regarding the Consent Order.

Thank you,

Monica T. Ross
Assistant General Counsel
Office of Insurance Regulation
200 E. Gaines Street, Suite 646E
Tallahassee, FL 32399-4206
(850) 413-4159

From: Fred Carter [<mailto:imjus2u@gmail.com>]
Sent: Thursday, July 31, 2014 2:58 AM
To: Ross, Monica
Cc: Walter I. Miller
Subject:

Ms. Ross:

This is to follow up on the last communication we exchanged on the subject of a consent agreement that would adequately address the concerns raised by your office concerning WIMSUR, LLC.

The process of applying for a certificate of authority for an entity situated such as WIMSUR is a time-consuming effort that includes a considerable expense. The problem is not necessarily the time or expense



involved, but rather the fact that the application, and the eligibility requirements for the certificate, appear to exclude from qualification all but incorporated traditional insurance companies. Of course, as has been consistently stated, WIMSUR is not an insurance company. Its product is not insurance and is not marketed as such.

Realizing that that last statement is subject to question from the perspective of your office and in fact, is the focal point of your office's investigation, it seems that the questions and/or concerns raised by information that came to your attention can be dealt with succinctly without having to wait for the results of an application process that will be protracted, and, absent the time-consuming and expensive structural changes WIMSUR has to undertake just to meet the eligibility requirements, is not likely to result in issuance of a certificate of authority.

One approach to resolving this matter that could not only address your concerns, but also possibly improve WIMSUR's prospects for acquiring a certificate, would be to have the product WIMSUR deals with thoroughly analyzed in the context of what it purports to accomplish. The task has been finding the appropriate person within the licensing agency to present the kind of a analysis needed to at least have it fairly evaluated for compliance with the current statutes and regulations.

Your referral to Ms. Mostellar was a good start. Between her office and yours, it should be possible to move this forward to a successful resolution that would include an acceptable consent agreement.

Sincerely,

Fred Carter
for WIMSUR, LLC

Ross, Monica

From: Ross, Monica
Sent: Wednesday, August 13, 2014 3:08 PM
To: Walter I. Miller; 'Fred Carter'
Cc: 'WIMSUR1@gmail.com'
Subject: 144682-13 Wimsur, LLC; SBS# 22873-I (UE): Consent Order
Attachments: Consent Order - WIMSUR.pdf

Tracking:	Recipient	Delivery	Read
	Walter I. Miller		
	'Fred Carter'		
	'WIMSUR1@gmail.com'		
	Lischalk, Alan	Delivered: 8/13/2014 3:08 PM	Read: 8/13/2014 3:08 PM

Mr. Miller and Mr. Carter,

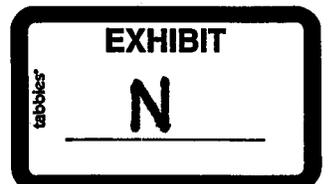
Please find attached for your review a Consent Order resolving the issue(s) alleged in the Amended Cease and Desist Order issued on March 6, 2014. If the terms of the Consent Order are acceptable, please have a binding company representative sign it before a notary, and return the notarized copy to me within fourteen (14) days from the receipt of this correspondence. Please be advised that the terms of the Consent Order are subject to the Commissioner's final approval. After I receive the signed Consent Order from you, I will forward it to the Commissioner for his review and signature.

The Consent Order contains a penalty, payment of which shall be remitted according to the provisions of the attached invoice on or before the 30th day after this Consent Order is executed.

If you have any questions, please feel free to contact me.

Thank you,

Monica T. Ross
Assistant General Counsel
Office of Insurance Regulation
200 E. Gaines Street, Suite 646E
Tallahassee, FL 32399-4206
(850) 413-4159





OFFICE OF INSURANCE REGULATION

KEVIN M. McCARTY
COMMISSIONER

IN THE MATTER OF:

WIMSUR, LLC /

CASE NO.: 144682-13

CONSENT ORDER

THIS CAUSE came on for consideration upon agreement between WIMSUR, LLC (hereinafter referred to as "WIMSUR") and the OFFICE OF INSURANCE REGULATION (hereinafter referred to as the "OFFICE"). Based on the representations made by the company and a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter of and parties to this proceeding.
2. WIMSUR is registered with the Florida Secretary of State as a foreign limited liability company.
3. WIMSUR does not hold a certificate of authority from the OFFICE in any capacity.
4. The OFFICE conducted an investigation into WIMSUR's activities pursuant to Sections 624.307 and 624.317, Florida Statutes. As a result of such investigation, the OFFICE determined that WIMSUR violated Sections 624.401 and 624.11, Florida Statutes, by transacting surety insurance in and from the state of Florida.

5. A Cease and Desist Order was issued on January 31, 2014, requiring WIMSUR to cease and desist from engaging in the unauthorized and unlicensed business of a surety in the state of Florida. An Amended Cease and Desist Order was issued on March 6, 2014.

6. WIMSUR timely filed a Petition for a Proceeding to Contest the Amended Order to Cease and Desist (hereinafter referred to as the "Petition").

7. The OFFICE and WIMSUR enter into this Consent Order to resolve the specific issues identified in the Amended Cease and Desist Order and to avoid delay and legal expense associated with protracted litigation.

8. WIMSUR agrees that any activity not specifically referenced in the Amended Cease and Desist Order or this Consent Order that falls within the jurisdiction of the Office may be grounds for future regulatory actions.

9. WIMSUR expressly waives a hearing in this matter and the making of Findings of Fact and Conclusions of Law by the OFFICE, and all further and other proceedings herein to which the parties may be entitled by law or rules of the OFFICE. WIMSUR hereby knowingly and voluntarily waives all rights to challenge or to contest this Consent Order, in any forum now or in the future available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

10. WIMSUR agrees that, upon the execution of this Consent Order, it shall be subject to the following terms and conditions:

- a. WIMSUR, whether acting in the state of Florida as a surety, or otherwise engaging in surety business, either directly or indirectly through named or unnamed persons, successor companies, entities or agents, shall cease and desist

from engaging in the activity of a surety in or from the state of Florida, including but not limited to, the solicitation, preliminary negotiations, effectuations, or transaction of matters subsequent to the effectuation of surety insurance, as defined by Section 624.606, Florida Statutes.

- b. WIMSUR shall, regardless of the ongoing prohibition against engaging in surety business in the state of Florida, pay any and all valid claims or otherwise fully service any and all outstanding agreements executed in the state of Florida or issued to any Florida consumer.
- c. WIMSUR shall cease and desist from representing that any other instrument is a surety bond, whether or not it is classified as an alternative to satisfying a bond requirement. Further, WIMSUR shall not utilize bond forms in a manner that misrepresents the true nature thereof or that they are being issued by a surety.
- d. WIMSUR shall pay an administrative penalty of fifteen thousand dollars (\$15,000) and administrative costs of five thousand dollars (\$5,000) within thirty (30) days of the execution of this Consent Order.
- e. WIMSUR shall, within thirty (30) days of the execution of this Consent Order, certify by an officer of the company that it has complied with the conditions of this Consent Order.

11. WIMSUR agrees that failure to adhere to one or more of the above terms and conditions of this Consent Order shall constitute a violation of a lawful order of the OFFICE, and shall subject it to such administrative action as the OFFICE may deem appropriate.

12. WIMSUR is hereby placed on notice of the requirements of the above-referenced sections of law and agrees that any future violations of these sections may be deemed willful and subject to appropriate penalties.

13. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

WHEREFORE, the agreement between WIMSUR and the OFFICE, the terms and conditions of which are set forth above, is APPROVED.

FURTHER, all terms and conditions above are hereby ORDERED.

DONE AND ORDERED this _____ day of _____, 2014.

KEVIN M. MCCARTY
Commissioner
Office of Insurance Regulation

By execution hereof, WIMSUR, LLC consents to entry of this Consent Order, agree without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind WIMSUR, LLC to the terms and conditions of this Consent Order.

WIMSUR, LLC

Corporate Seal

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2014, by _____, who is personally known to me or has produced the following identification _____.

[Notarial Seal]

Signature of Notary

Print or Type Name

My Commission Expires:

COPIES FURNISHED TO:

Walter Miller, Managing Member
WIMSUR, LLC
39 Harrison Avenue
Panama City, Fl 32401

Jim Pafford, Director
Florida Office of Insurance Regulation
Market Investigations
200 East Gaines Street, Room 645A-3
Tallahassee, Florida 32399-4210

Monica T. Ross, Assistant General Counsel
Florida Office of Insurance Regulation
Legal Services Office
200 East Gaines Street, Suite 637C
Tallahassee, Florida 32399-4206



OFFICE OF INSURANCE REGULATION

KEVIN M. McCARTY
COMMISSIONER

FINANCIAL SERVICES
COMMISSION

RICK SCOTT
GOVERNOR

JEFF ATWATER
CHIEF FINANCIAL OFFICER

PAM BONDI
ATTORNEY GENERAL

ADAM PUTNAM
COMMISSIONER OF
AGRICULTURE

INVOICE

ADMINISTRATIVE PENALTY IMPOSED BY CONSENT ORDER

In order to ensure that your payment is received and properly credited, please make your check payable to the Florida Department of Financial Services and return this invoice with your payment to:

Department of Financial Services
Revenue Processing Section
P.O. Box 6100
Tallahassee, Florida 32314-6100

REFERENCE

NAME: WIMSUR, LLC
ADDRESS: 39 Harrison Avenue
CITY, STATE, ZIP: Panama City, FL 32401
FEID:
FL COCODE:
CASE #: 144682-13
ATTORNEY: Monica T. Ross
SOURCE: Market Investigations/SIU

Fine Due: \$ 15,000
Costs Due: \$ 5,000
Total Amount Due: \$ 20,000

Amount Remitted:

OFFICIAL USE ONLY – PLEASE DO NOT MARK BELOW THIS LINE]

<u>B/T</u>	<u>T/C</u>	<u>F/T</u>	<u>AMOUNT</u>
C	1105	J	\$
C	1249	J+	\$

00611 – PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Pyramid Excavation, Inc.
(Name of Contractor)

8440 Florida Georgia Hwy., Havana, FL 32333
(Address of Contractor)

doing business as a (Corporation, Partnership, or Individual) hereinafter called "Principal" and **WIMSUR, LLC**, hereinafter called the "Surety", are held and firmly bound unto **Talquin Water & Wastewater, Inc.**, hereinafter called the "Owner" in the penal sum of **\$148,980** in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

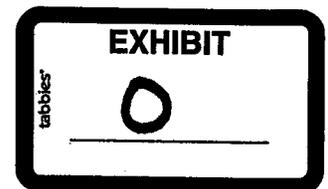
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the 14th day of August, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

LEON EAST - ELEVATED WATER TANK

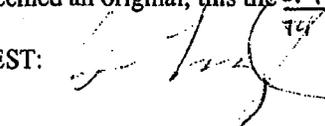
NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due on materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums if said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder of the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

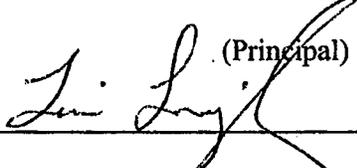
PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



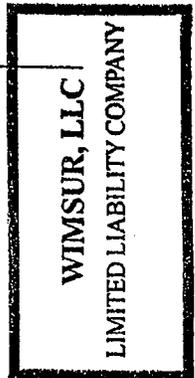
IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each, one (1) of which shall be deemed an original, this the ^{7th} 24 day of ~~July~~ August, 2014.

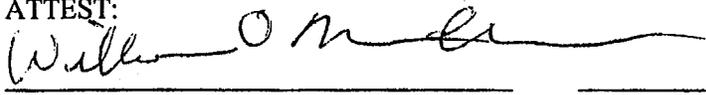
ATTEST: 
(Principal) Secretary

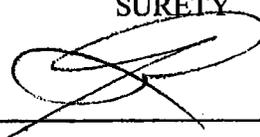
(SEAL)

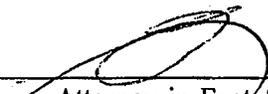
 (Principal)
BY: Tim Loughmiller
8440 FL/6A HWY Havana FL 32333
(Address)


(Witness as to Principal)
8440 FL/6A HWY
(Address)
Havana FL 32333



ATTEST: 
(Witness as to Surety)
William O. Miller
(Address)
39 Harrison Ave, Panama City, FL 32401

(SEAL)
WIMSUR, LLC
SURETY
By: 
Walter i. Miller, Managing Member
(Address)
39 Harrison Ave, Panama City, FL 32401

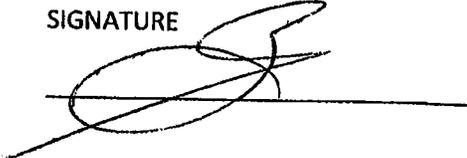
Countersigned by:

Attorney-in-Fact, State of Florida

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the state where the Project is located.

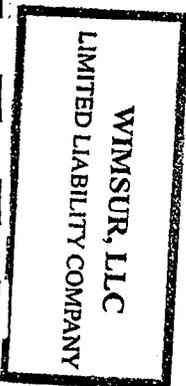
CORPORATE CERTIFICATE

I, Walter I. Miller, do hereby certify that I am Managing Member of WIMSUR, LLC, a Georgia Limited Liability Company, and that I have the authority to deliver this Certificate on behalf of the Company and that the Operating Agreement is in full force and effect upon the date hereof. I further certify that the undersigned person with signature opposite the printed name is authorized to act on behalf of the Company under the provisions of the said Operating Agreement, and that the undersigned person holds the office indicated upon the date hereof.

NAME	OFFICE	SIGNATURE
WALTER I. MILLER	MANAGING MEMBER	

WITNESS my hand and seal of the Company this 23rd day of July, 2014.

CORPORATE SEAL





FIRST MOUNTAIN BANCORP

IRREVOCABLE TRUST RECEIPT

Date of Issue: July 23, 2014

Date of Maturity: November 23, 2014

Receipt Number: WIMSUR07232014-2PE

Name of Oblige: Talquin Water & Wastewater, Inc.

Reference: Leon East Elevated Water Tank/ Pyramid Excavation Inc.

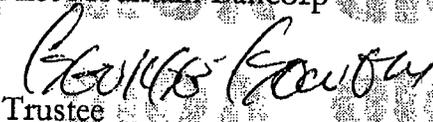
Pursuant to the Security interest by First Mountain Bancorp, a Nevada corporation, with the authorized signature below, hereby irrevocably acknowledges with full Trustee responsibility, its receipt of cash/cash equivalent assets with a value of ONE HUNDRED FIFTY THOUSAND US Dollars (\$150,000.00), which shall be held for the above named Oblige.

Payment under this IRREVOCABLE TRUST RECEIPT, (ITR) will be made to the Oblige upon receipt of an invoice stating that such amount represents funds owed to the Oblige and are to be used to repay amounts outstanding certified to the offset and recovery by WIMSUR, LLC the Individual Surety and conditioned by the Payment & Performance Bond criteria until exonerated by the Oblige. Said payment will be made within 45 banking days.

FMB certifies that this ITR is legally valid and authentic, free from liens and encumbrances of any kind whatsoever. First Mountain Bancorp also declares that this ITR is an operating fully confirmed instrument and is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce (ICC) Publication No. 600 and engaged us in accordance with terms thereof.

This ITR is void upon any discovery of fraud, deceit, or misrepresentation made by the Principal, which includes any and all documentation submitted upon which the FMB has relied. All disputes involving this financial instrument will be remedied by mediation at a location agreeable to FMB.

First Mountain Bancorp


Trustee

