

AGREEMENT TO PROVIDE INSURANCE

Principal \$	Loan Date /2021	Maturity /20	Loan No.	Officer Joe Giraldo	Initials J.J.G.
References in the shaded area are for Lender's use only and do not limit the applicability of this documentation to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.					

Borrower(s): _____

Lender: Atlantic County Improvement Authority
1333 Atlantic Avenue, Suite 700
Atlantic City, NJ 08401

INSURANCE REQUIREMENTS. I/We, _____ ("Borrower(s)") understand that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to me/us by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverage must be provided on the following described collateral (the "Collateral"), which has been pledged to secure the repayment of the Indebtedness:

Collateral:

Type: Building Coverage
Amount: Full Insurable Value
Basic: Replacement Value

Endorsements: The Mortgagee Clause should read, "Atlantic County Improvement Authority (ACIA)" be named as second loss payee or second mortgagee for the term of the note and mortgage, (5 years) if the mortgage amount is up to \$10,000.00 and further stipulating that coverage will not be canceled or diminished without a minimum of 15 days prior written notice to Lender, and without disclaimer of the insurer's liability for failure to give such notice.

Latest Delivery Date: By the loan closing date: _____

INSURANCE COMPANY. I/We may obtain insurance from any insurance company I/We may choose that is reasonably acceptable to Lender. I/We understand that credit may not be denied solely because insurance was not purchased through Lender.

FLOOD INSURANCE. Flood Insurance for the Collateral securing this loan is described as follows:

Real Estate at: _____

The Collateral securing this loan is not currently located in an area identified as having special flood hazards. Therefore, no special flood hazard insurance is necessary at this time. Should the Collateral at any time be deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, I/We agree to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Collateral is located is a special flood hazard area, for the full unpaid balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood Insurance may be purchased under the National Flood Insurance Program or from private insurers.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

**Atlantic County Improvement Authority
1333 Atlantic Avenue, Suite 700
Atlantic City, NJ 08401**

FAILURE TO PROVIDE INSURANCE. I/We agree to deliver to Lender, on the latest delivery date stated above, evidence of the required insurance as provided above, with an effective date of _____ 20 _____, or earlier. I/We acknowledge and agree that if I/we fail to provide any required insurance or fail to continue such insurance in force, Lender may do so at my/our expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. **I/WE ACKNOWLEDGE THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, OUR EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.**

AUTHORIZATION. For purpose of insurance coverage on the Collateral, I/we authorize lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate and necessary to procure coverage, including but not limited to information regarding occupancy of the property and the statuses of any payments due or owing in connection with the security document.

I/We understand that failure to provide and maintain insurance constitutes a default under the terms hereof and of the security document. I/we further understand that if the Lender decides to procure coverage to protect the collateral, the Lender will not be deemed to have waived any right, remedy or default by or against me.

BORROWER(S):

X _____

_____ Date

X _____

_____ Date