

Fill in this information to identify the case:

Debtor OTB Acquisition LLC

United States Bankruptcy Court for the: Northern District of Georgia
(State)

Case number 25-52416

**Modified Official Form 410
Proof of Claim**

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>AFCO CREDIT CORP</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>OTB ACQUISITION LLC</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>AFCO CREDIT CORP</u> <u>STEVE WOODS</u> <u>150 N FIELD DR STE 190</u> <u>LAKE FOREST, IL 60045-2594, USA</u> Contact phone <u>913-327-5050</u> Contact phone _____ Contact email <u>SWOODS@AFCO.COM</u> Contact email _____ Uniform claim identifier (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0492904173

7. How much is the claim? \$ 815,544.36. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Financed Insurance premium

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/24/2025
MM / DD / YYYY

/s/Steve Woods
Signature

Print the name of the person who is completing and signing this claim:

Name Steve Woods
First name Middle name Last name

Title Special Collection Manager

Company AFCO CREDIT CORP --AFCO DIRECT
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 647-1744 | International (310) 751-2628

Debtor: 25-52416 - OTB Acquisition LLC District: Northern District of Georgia, Atlanta Division		
Creditor: AFCO CREDIT CORP STEVE WOODS 150 N FIELD DR STE 190 LAKE FOREST , IL, 60045-2594 USA Phone: 913-327-5050 Phone 2: Fax: Email: SWOODS@AFCO.COM	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor: OTB ACQUISITION LLC	Amends Claim: No Acquired Claim: No	
Basis of Claim: Financed Insurance premium	Last 4 Digits: Yes - 0492904173	Uniform Claim Identifier:
Total Amount of Claim: 815,544.36	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Steve Woods on 24-Jun-2025 9:05:39 a.m. Pacific Time Title: Special Collection Manager Company: AFCO CREDIT CORP --AFCO DIRECT		

AFCO
150 N. FIELD DRIVE, SUITE 190
LAKE FOREST, IL 60045

1 877 701 1212

06/24/25 MM/DD/YY

PAGE 1

INSURED:
OTB ACQUISITION LLC DIP
C/O JONATHAN PRICE
2201 W ROYAL LANE
SUITE 240
Irving TX 75063
ACCOUNT NBR: 04 92904173 01

AGENT:
LOCKTON COMPANIES, LLC
LOCKTON PLACE
3657 BRIARPARK DR, STE 700
HOUSTON, TX 77042

STATEMENT OF ACCOUNT

CASH PRICE:	2,042,161.88	DOWN PAYMENT:	00.00
AMOUNT FINANCED:	2,042,161.88	TOTAL OF PAYMENTS:	2,119,329.63
FINANCE CHARGE:	77,167.75	NUMBER OF PAYMENTS:	11 BEGINNING:01/01/25

DATE	AMOUNT	BALANCE	DESCRIPTION
01/13/25	9,633.31	2,128,962.94	LATE CHARGE ASSESSED
01/21/25	73,855.42	2,055,107.52	REGULAR PAYMENT
01/22/25	73,855.42	1,981,252.10	REGULAR PAYMENT
01/23/25	73,855.42	2,055,107.52	CORR TO BALANCE INCR
01/28/25	50,000.00	2,005,107.52	REGULAR PAYMENT
01/28/25	78,444.22	1,926,663.30	REGULAR PAYMENT
02/11/25	50,000.00	1,876,663.30	REGULAR PAYMENT
02/12/25	6,651.65	1,883,314.95	LATE CHARGE ASSESSED
02/14/25	205,000.00	1,678,314.95	REGULAR PAYMENT
02/21/25	56,042.00	1,622,272.95	REGULAR PAYMENT
02/28/25	9,831.75	1,612,441.20	DECREASE TO CONTRACT
02/28/25	256.69	1,612,184.51	DECR TO FINANCE CHRG
02/28/25	56,042.00	1,668,226.51	CORR TO BALANCE INCR
03/11/25	135,863.37	1,532,363.14	REGULAR PAYMENT
04/07/25	191,545.39	1,340,817.75	REGULAR PAYMENT
04/16/25	179,761.59	1,161,056.16	REGULAR PAYMENT
04/29/25	179,761.59	981,294.57	DECREASE TO CONTRACT
04/29/25	3,787.22	977,507.35	DECR TO FINANCE CHRG
04/29/25	179,761.59	1,157,268.94	CORR TO BALANCE INCR
05/16/25	165,324.13	991,944.81	REGULAR PAYMENT
06/11/25	165,324.13	826,620.68	REGULAR PAYMENT

LESS UNEARNED INTEREST:	11,076.32
SUBTOTAL:	815,544.36
POST CANCELLATION INTEREST:	0.00
PAYOFF AMOUNT THROUGH 06/30/25	815,544.36
DAILY INTEREST CHARGE	0.00



PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE

150 N. Field Drive, Suite 190, Lake Forest, IL 60045

Phone: 800-544-0666 www.afco.com

Agent/Broker/Producer (Name and Address) AN188
LOCKTON COMPANIES, LLC
LOCKTON PLACE
3657 BRIARPARK DR, STE 700
HOUSTON, TX 77042
(214) 969-6786

Insured (Name and Address as shown on the policy(ies) including all insureds covered by the policies below)
OTB Acquisition LLC
2201 W Royal Lane Suite 240
Irving TX 75063
Approved to accept and fund.
Pys to be completed post acceptance.
1/2/20/2024

Creditor: AFCO Credit Corporation Federal Truth In Lending Disclosures

Table with 6 columns: (A) Total Premiums, (B) Down Payment, (C) Amount Financed, (D) FINANCE CHARGE, (E) Total of Payments, (F) ANNUAL PERCENTAGE RATE. Values include \$2,042,161.88, \$0.00, \$2,042,161.88, \$77,167.75, \$2,119,329.63, and 7.48%.

Your PAYMENT SCHEDULE will be:
Table with 3 columns: No. of Payments, Amount of Payments, When Payments are Due. Values include 11 (Monthly), \$192,666.33, and On the 1st day of the month, beginning 1/1/2025.

Security: You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased.
Late Charge: You will be charged 5 % of the payment on any payment received more than 10 days after the due date.
Prepayment: If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge.
See Above and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

SCHEDULE OF POLICIES

Table with 6 columns: Policy Prefix and Numbers, Effective Date of Policy/Inst., Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary, Type of Coverage, Months Covered, Premium \$. Includes entry for MARKEL AMERICAN INSURANCE CO and ADDTL POLICIES ON ATTACHED ADDENDUM.

In consideration of the payment(s) to be made by AFCO CREDIT CORPORATION ("AFCO") to the above insurance company(ies) ("Insurer(s)"), either directly or through your or their agents, representatives, or producer, the above-named insured ("Insured") (jointly and severally if more than one):
(1) PROMISE OF PAYMENT: Promises to pay to the order of AFCO at the above address or any address AFCO may designate, the Total of Payments in accordance with the Payment Schedule set forth in the above Truth-in-Lending Disclosures as well as any other sums due pursuant to this Agreement.
(2) SECURITY INTEREST AND POWER OF ATTORNEY: Irrevocably appoints AFCO as Attorney-In-Fact with full authority to affect cancellation of the policies covered hereby or any substitution, rewrite or renewal thereof in accordance with the provisions herein, to receive all sums assigned to AFCO or in which it has granted AFCO a security interest.
(3) RECEIPT OF AGREEMENT AND PRIVACY NOTICE: Acknowledges that it has received a copy of all pages of this Agreement and if the borrower is a consumer, the Insured acknowledges that he has received a copy of AFCO's Privacy Statement.
NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

INSURED AGREES TO THE TERMS SET FORTH ABOVE AND ON ALL PAGES OF THIS AGREEMENT

OTB ACQUISITION LLC
INSURED'S NAME
INSURED'S NAME
Signature of Insured: CFO
Date: 12/18/2024

AGENT/BROKER/PRODUCER WARRANTIES AND REPRESENTATIONS

The undersigned warrants and agrees: 1. The policies listed in the Schedule of Policies are in full force and effect, and the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. To hold in trust for AFCO any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies, their representatives or AFCO and to pay the monies as well as any unearned commissions to AFCO upon demand to satisfy the outstanding indebtedness of the Insured. 4. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinate to AFCO's lien or security interest therein. 5. The policies comply with AFCO's eligibility requirements. 6. No audit or reporting form policies, policies subject to retrospective rating or minimum earned premium are included. 7. The deposit or provision premiums are not less than anticipated premiums to be earned for the full term of the policies. 8. The policies can be cancelled by the Insured and the unearned premiums will be computed on the standard short-rate or pro-rata table. 9. A proceeding in bankruptcy, receivership, or insolvency has not been instituted by or against the named Insured borrower. 10. That it has received the down payment and any other sums due as required by the Agreement and is holding same or they are attached to this Agreement. 11. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. 12. AFCO will rely upon these representations in determining whether to accept this Agreement.
THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

LOCKTON COMPANIES, LLC Bob Bobo
AGENT OR BROKER
Signature of Agent/Broker: COO
Date: 12/18/2024

DocuSign Envelope ID: 438C8ED0-7044-4BEC-8AFE-E14A743703D3

- (4) **ASSIGNMENT OF SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to AFCO as collateral for the total amount payable in this Agreement and any other past, present or future extension of credit: (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by AFCO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any state guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCO shall be named a loss-payee with respect to such policy. AFCO at its option may enforce payment of this debt without recourse to the security given to AFCO. The Insured irrevocably appoints AFCO as its attorney in fact with full authority to (i) cancel all insurance financed by AFCO for the reason set forth in paragraph 13, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to AFCO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this Agreement.
- (5) **WARRANTY OF ACCURACY:** The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees; (ii) authorizes AFCO to insert or correct on this Agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installment and to correct any obvious errors; and (iii) authorizes AFCO to correct or remedy any error or omission in the completion of this Agreement. In the event of any such change, correction or insertion, or of any change in Blocks (A) thru (F), or in the Federal Truth-In-Lending Disclosures or in the Itemization of the Amount Financed Disclosures the Insured will be notified at the address shown hereon.
- (6) **REPRESENTATION OF SOLVENCY:** The Insured represents that it is not insolvent or the subject of any insolvency proceeding.
- (7) **ADDITIONAL PREMIUMS:** The money paid by AFCO is only for the premium as determined at the time the insurance policy is issued. AFCO's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event AFCO will forward the Insured a revision notice showing all information required by law. If AFCO assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by AFCO to the totality of such transaction.
- (8) **SPECIAL INSURANCE POLICIES:** If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by AFCO which the insurance company retains.
- (9) **FIRST NAMED INSURED:** If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this Agreement unless a separate agreement appoints an insured to act for the others.
- (10) **FINANCE CHARGE:** The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due AFCO is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage. If AFCO issues a Notice of Cancellation, AFCO may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest, on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.
- (11) **AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when AFCO mails the Insured its written acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCO, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by AFCO, shall constitute a valid and enforceable contract.
- (12) **DEFAULT AND DISHONORED CHECK CHARGES:** If the Insured is late in making a loan payment to AFCO by more than the number of days specified by law the Insured will pay to AFCO a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, AFCO may re-present the check electronically and collect a service fee not to exceed the lesser of \$25 or the amount permitted by law.
- (13) **CANCELLATION:** AFCO may cancel all insurance policies financed by AFCO after giving statutory notice and the full balance due to AFCO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other Agreement with AFCO. Payment of unearned premiums shall not be deemed to be payment of installments to AFCO, in full or in part.
- (14) **CANCELLATION CHARGES:** If AFCO cancels any insurance policy in accordance with the terms of this Agreement the Insured will pay AFCO a cancellation charge, if permitted, up to the limit specified by law.
- (15) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to AFCO after mailing of AFCO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this Agreement and without any liability or obligation to request reinstatement of a canceled policy. In the event that AFCO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus paid over to whomever it is entitled. No refund of less than \$1.00 shall be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above.
- (16) **ATTORNEY FEES - COLLECTION EXPENSE:** If, for collection, this Agreement is referred to an attorney and/or other party who is not a salaried employee of AFCO, the Insured agrees to pay any reasonable attorney fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.
- (17) **PREPAYMENT AND REFUND CREDITS:** The Insured may voluntarily prepay the full amount due and under certain conditions be entitled to receive a partial refund of the FINANCE CHARGE computed in accordance with the method prescribed by law, after deducting any fully earned charge permitted by law. AFCO may retain an additional non-refundable service charge as indicated on Page 1 of this Agreement. Any minimum or fully earned fees will be deducted as permitted by law. The Insured agrees that any refunds may be applied against any debts owed AFCO.
- (18) **INSURANCE AGENT OR BROKER:** The insurance agent or broker named in this Agreement is the Insured's agent, not AFCO's and AFCO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCO has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the agent are made in its capacity as the Insured's agent and AFCO makes no representations with respect to the accuracy of any such disclosures.
- (19) **NOT A CONDITION OF OBTAINING INSURANCE:** This Agreement is not required as a condition of obtaining insurance coverage.
- (20) **SUCCESSORS AND ASSIGNS:** All legal rights given to AFCO shall benefit AFCO's successors and assigns. The Insured will not assign this Agreement and/or the policies without AFCO's written consent except for the interest of mortgagees and loss payees.
- (21) **LIMITATION OF LIABILITY - CLAIMS AGAINST AFCO:** The Insured hereby irrevocably waives and releases AFCO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 11. AFCO's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct. Any claims against AFCO shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.
- (22) **DISCLOSURE:** The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide AFCO with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.
- (23) **ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE:** This document is the entire agreement between AFCO and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (5). The laws of the state indicated in the Insured's address as set forth herein will govern this Agreement. AFCO may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.
- (24) **WAIVER OF SOVEREIGN IMMUNITY:** The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.
- (25) For commercial agreements agrees that pursuant to Texas Insurance Code § 651.110, the Insured's agent has disclosed in writing that the agent will receive a payment from AFCO for establishing and administering a premium payment plan for the Insured's insurance.

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
CX00H8624	12/1/2024	ASPEN AMERICAN INSURANCE	XLIA Taxes Fees	12	\$ 50,000.00 \$ 0.00 \$ 0.00
CXS04113700 A.R.=N AddCxlDays=0 Audit=N Min Ernd=25.000	12/1/2024	HOMESITE INSURANCE COMPANY OF CRC INSURANCE SERVICES INC	XLIA Taxes Fees	12	\$ 50,000.00 \$ 2,493.90 \$ 1,000.00
46CPGIQ3908 A.R.=N AddCxlDays=0 Audit=N Min Ernd=100.000	12/1/2024	HARTFORD FIRE INSURANCE CO	FLIA Taxes Fees	12	\$ 2,000.00 \$ 0.00 \$ 0.00
U724-860738	12/1/2024	U.S. SPECIALTY INSURANCE CO	LIAB Taxes Fees	12	\$ 48,262.00 \$ 0.00 \$ 0.00
MLP0173564-10 A.R.=N AddCxlDays=0 Audit=N Min Ernd=10.000	12/1/2024	ZURICH AMERICAN INSURANCE CO	PROP Taxes Fees	12	\$ 553,372.00 \$ 0.00 \$ 221.72
NSL1138503-01	12/1/2024	ZURICH AMERICAN INSURANCE CO CPRO ASSOCIATES	LIAB Taxes Fees	12	\$ 28,534.50 \$ 0.00 \$ 927.37
1000005416 A.R.=N AddCxlDays=0 Audit=Y Min Ernd=0.000	12/1/2024	STARR INDEMNITY & LIABILTY CO	WC Taxes Fees	12	\$ 45,508.00 \$ 10,400.00 \$ 0.00
1000005418 A.R.=N AddCxlDays=0 Audit=Y Min Ernd=0.000	12/1/2024	STARR INDEMNITY & LIABILTY CO	WC Taxes Fees	12	\$ 10,912.00 \$ 478.00 \$ 0.00
1000005417 A.R.=N AddCxlDays=0 Audit=Y Min Ernd=0.000	12/1/2024	STARR INDEMNITY & LIABILTY CO	WC Taxes Fees	12	\$ 96,650.00 \$ 1,300.00 \$ 0.00
1000100236241	12/1/2024	STARR INDEMNITY & LIABILTY CO	GL Taxes Fees	12	\$ 592,701.00 \$ 312.70 \$ 0.00
1000692549241 A.R.=N AddCxlDays=0 Audit=Y Min Ernd=0.000	12/1/2024	STARR INDEMNITY & LIABILTY CO	AUTO Taxes Fees	12	\$ 192,847.00 \$ 225.63 \$ 0.00
1000692548241 A.R.=N AddCxlDays=0 Audit=Y Min Ernd=0.000	12/1/2024	STARR INDEMNITY & LIABILTY CO	AUTO Taxes Fees	12	\$ 3,461.00 \$ 0.00 \$ 0.00
G25106945 011 A.R.=N AddCxlDays=0 Audit=N Min Ernd=100.000	12/1/2024	WESTCHESTER SURPLUS LINES INS VANBRIDGE LLC	DO Taxes Fees	12	\$ 79,704.00 \$ 3,897.52 \$ 0.00
BDY-1043253-12	12/1/2024	HANOVER INSURANCE COMPANY VANBRIDGE LLC	CR Taxes Fees	12	\$ 18,185.00 \$ 0.00 \$ 0.00
C-4LRK-046193-CYBER-	12/1/2024	ARCH SPECIALTY INSURANCE CO	CBY Taxes Fees	12	\$ 65,778.00 \$ 3,216.54 \$ 1,000.00
UKA3024174.24	12/1/2024	GREAT AMERICAN INSURANCE CO VANBRIDGE LLC	CR Taxes Fees	36	\$ 7,374.00 \$ 0.00 \$ 0.00