

LUSTGARTEN ASSOCIATES, INC.

375 FIFTH Avenue, 3rd Fl., New York, NY 10016

Tel: (212) 683-2440 • Fax: (212) 447-7265

Guy's Email: guy@lustgarten-insurance.com

General Email: admin@lustgarten-insurance.com

FACSIMILE

TO: Claude Simon

FROM: TOBIN GUY LUSTGARTEN

CO: _____

DATE: 9/23/24

SUBJECT: excess liability

OF PAGES: _____

Claude enclosed is the finance agreement
sign it and send it back with a deposit in
the amount of 1256²⁵ payable to Lustgarten Assoc.
Questions? Issues? call me.

regards -
Toby Lustgarten

Assigned to AFCO Direct,
A division of AFCO Credit Corporation
150 North Field Drive Suite 190
Lake Forest, IL 60045
Phone 877-226-5456 www.afcodirect.com

Commercial Premium Finance Agreement

Page 1 of 2

Quote Number

2706711.1

Agent (Name and Address) 18060
Lustgarten Associates, Inc.
375 5th Ave 3rd Fl
New York, NY 10016

Telephone 212-683-2440

Insured (Name and Address as shown on the policy)

534 west 42 St Condominium
534 west 42nd St
New York, NY 10036

Telephone 912-441-0062

A) Total Premiums	B) Down Payment	C) Amount Financed	D) Finance Charge	E) Total Payments
\$5,025.00	\$1,256.25	\$3,768.75	\$188.19	\$3,956.94
F) Annual Percentage Rate	No. of Payments	Amount of Payments	First Installment Due	Installment Due Dates
11.83%	9	\$439.66	10/23/2024	23rd , Monthly

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Name and Address of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
	9/23/2024	Starstone National Insurance Company FTP Inc. 131 White Oak Lane Old Bridge, NJ 08857 MIN ERND: 25 CX: 10 SHORT RATE: **Policy is Pro-Rata, unless short rate is checked **	EXCESS LIABILITY	12	\$5,025.00
				Fin. Taxes/Fees Ernd. Taxes/Fees	\$0.00 \$0.00

(1) DEFINITIONS: The above named Insured is the borrower. The agency set forth above ("Agency") is the lender. "Insurance company" or "company", "insurance policy" or "policy" and "premium" refer to those items listed under the "Schedule of Policies". Singular words mean plural and vice-versa as may be required in order to give the agreement meaning.

NOTICE TO INSURED: 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 at the time you sign. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge. 4. Keep your copy of this agreement to protect your legal rights.

INSURED AGREES TO ALL TERMS SET FORTH ON ALL PAGES OF THIS AGREEMENT AND ANY ADDENDA THERETO.

SIGNATURE OF INSURED OR AUTHORIZED REPRESENTATIVE

534 west 42 St Condominium

PRINT NAME

Insured

TITLE

9/24/2024

DATE

AGENT OR BROKER REPRESENTATIONS

The undersigned warrants and agrees: (A) The policies are in full force and effect and the information in the Schedule of Policies has been verified and is correct. (B) The Insured authorized this transaction, recognizes the security interest assigned herein and has received a copy of this agreement. (C) 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 any party and to pay the monies as well as any unearned commissions to AFCO promptly to satisfy the outstanding indebtedness of the Insured. (D) There are not and will not be any other liens given against the listed policies and the premiums are not and will not be financed by any other lender. (E) The policies comply with AFCO's eligibility requirements. (F) No audit or reporting form policies, policies subject to retrospective rating or minimum earned premium are included. The deposit or provisional premiums are not less than anticipated premiums to be earned for the full term of the policies. (G) The Insured can cancel the policies and the unearned premiums will be computed on the standard short-rate or pro-rata table. (H) No proceeding(s) in bankruptcy, receivership, or insolvency have been instituted by or against the Insured. (I) All premiums shall be paid to the insurer(s). (J) No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. (K) AFCO will rely upon these representations in determining whether to accept this Agreement.

IF THERE ARE ANY EXCEPTIONS TO THE ABOVE STATEMENTS PLEASE LIST BELOW :

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

SIGNATURE OF AGENT OR BROKER

Lustgarten Associates, Inc.

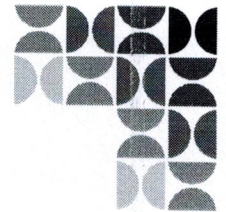
AGENT OR BROKER

Agent

TITLE

DATE

- (2) **ASSIGNMENT OF AGREEMENT:** This agreement and all rights thereunder will be assigned and transferred to and serviced by BankDirect Capital Finance, a division of AFCO Credit Corporation ("AFCO").
- (3) **PROMISE OF PAYMENT:** The insured requests that AFCO pay the premiums in the Schedule of Policies. The insured promises to pay to AFCO the amount stated in Block E above according to the payment schedule, subject to the remaining terms of the agreement.
- (4) **SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to Agency 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 Agency or 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. Agency at its option may enforce payment of this debt without recourse to the security given to Agency. The Insured irrevocably appoints Agency as its attorney in fact with full authority to (i) cancel all insurance financed by Agency for the reason set forth in paragraph 13, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to Agency 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 and (ii) authorizes Agency 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. In the event of any such change, correction or insertion, Agency will give the Insured written notice thereof.
- (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 Agency is only for the premium as determined at the time the insurance policy is issued. Agency'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. If Agency 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 Agency 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 Agency which the insurance company retains.
- (9) **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 Agency is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage. If Agency issues a Notice of Cancellation, Agency 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 Agency mails the Insured its 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 Agency or 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 Agency by more than the number of days specified by law, the Insured will pay to Agency a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, the Insured will pay a check processing fee not to exceed the lesser of \$25 or the amount permitted by law.
- (13) **CANCELLATION:** Agency may cancel all insurance policies financed by Agency after giving statutory notice and the full balance due to Agency shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other agreement with Agency. Payment of unearned premiums shall not be deemed to be payment of installments to Agency, in full or in part.
- (14) **CANCELLATION CHARGES:** If Agency cancels any insurance policy in accordance with the terms of this agreement, then the Insured will pay Agency a cancellation charge, if permitted, up to the limit specified by law.
- (15) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to Agency after mailing of Agency'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. Any money Agency receives from an insurance company shall be credited to the amount due Agency with any surplus paid over to whomever is entitled to the money. No refund of less than \$1.00 shall be made. In the event that Agency requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated.
- (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 Agency, 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) **REFUND CREDITS:** The Insured will receive a refund of the finance charge if the account is voluntarily prepaid in full before the last installment due date as required or permitted by law and Agency may retain an additional non-refundable service charge as permitted by law. Any minimum or fully earned fees will be deducted as permitted by law.
- (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 for obtaining insurance coverage.
- (20) **SUCCESSORS AND ASSIGNS:** All legal rights given to Agency shall benefit Agency's successors and assigns. The Insured will not assign this Agreement and/or the policies without Agency's written consent except for the interest of mortgagees and loss payees.
- (21) **LIMITATION OF LIABILITY - CLAIMS AGAINST AGENCY:** The Insured hereby irrevocably waives and releases Agency 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. Agency'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 Agency 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 Agency 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. Agency 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.

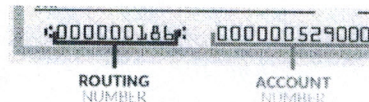


Recurring ACH Debit Authorization Form

Please complete this fillable digital form to have your payments automatically debited from your account listed below. Email the completed form to your Agent/Broker with your signed PFA. Or email directly to AFCO Direct at payments@afcodirect.com. If you need to print this form, please fax to 877.226.5297.

Name: 534 west 42 St Condominium
Address: 534 west 42nd St New York, NY 10036
Phone: 912-441-0062
Quote or Account #: 2706711.1

Account Holder Name: _____
Bank Name: _____
Account Type: Checking ☐ Savings ☐
Routing Number: _____
Account Number: _____
Account Holder Email Address: _____



PLEASE ATTACH A VOIDED CHECK FOR ACCOUNT VERIFICATION & CONFIRMATION PURPOSES. It is agreed that you hereby authorize AFCO Direct to initiate an automatic debit to the financial account indicated (and authorize said financial institution to honor such debit) for any and all installments due under the AFCO Direct quote or account number listed above. It is further agreed that any additional fees, including but not limited to, late fees, non-sufficient funds fees and cancellations fee, will also be charged and debited from the indicated account should they accrue during the term of the loan. The debited installment amount is subject to change in the event of the financing of an additional premium or the crediting of an endorsement refund to the original PFA which has been processed to your existing account. You further understand, agree and affirm that: (1) the information you have provided above is correct and accurate; (2) you are authorized to enter into this agreement and are the signer on the above account; (3) funds will be available to cover the amount of the existing obligation on the payment due date or the business day prior to the due date should the due date fall on a weekend or holiday; (4) this authorization will remain in full force and effect until either (a) you request termination of this agreement by providing AFCO Direct written notice of the desire to terminate automatic ACH debit fifteen (15) days prior to desired termination date at the address or email below and/or (b) you receive written notification from AFCO Direct of termination resulting from the rejection of an ACH debit due to NSF or a closed account. AFCO Direct reserves the right to remove this ACH Debit Authorization at its sole discretion should an ACH debit be returned as unpaid for any reason, but AFCO Direct reserves its right to reestablish future ACH debits based on this authorization unless this authorization has been terminated as outlined above; (5) You may authorize changes to the bank account to be debited, authorize the extension of this document to additional AFCO Direct accounts or quotes, and authorize its use to ACH debit for the Down Payment on the indicated quote or account or any subsequent authorized quote or account, provided that authorization is granted in writing (an email request is deemed an acceptable notification in writing). You are authorizing AFCO Direct to act upon such request, without the necessity of an additional ACH Debit Authorization form; (6) Please check below if you wish for AFCO Direct to initiate an ACH Debit for the Down Payment on your quote/account. Do not provide this authorization if you have or intend to send the Down Payment directly to your authorized Insurance Agent. You hereby grant to your authorized Insurance Agent a limited attorney-in-fact to authorize AFCO Direct to initiate an ACH Debit for your Down Payment, either through use of the check box below or with their written instruction to AFCO Direct (an email request from your Insurance Agent to AFCO Direct is deemed an acceptable notification in writing).

* ☐ **INCLUDE DOWN PAYMENT.** By checking this box, you authorize AFCO Direct to initiate an ACH debit for your down payment and you are
* confirming you have not issued, nor do you intend to issue, the down payment directly to your authorized Insurance Agent.

Authorized & Agreed to by:

BY: _____

Authorized Signatory of Account Holder

Printed Name & Title

Date