

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CIVIL DIVISION**

STATE OF FLORIDA,  
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

CASE NO.: 50-2021-CA-008718

NATIONAL SENIOR INSURANCE, INC.  
D/B/A SEEMAN HOLTZ, et. al.,

Defendants,

THE ESTATE OF ERIC CHARLES HOLTZ,  
SEEMAN HOLTZ PROPERTY AND  
CASUALTY, LLC F/K/A SEEMAN HOLTZ  
PROPERTY AND CASUALTY, INC.,  
SHPC HOLDINGS I, LLC,

Relief Defendants.

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**DEFENDANT PRIME SHORT TERM CREDIT, INC.'S  
ANSWER, DEFENSES, AND CROSSCLAIM**

Defendant Prime Short Term Credit, Inc. files this Answer, Defenses, and Crossclaim in response to Plaintiff's Complaint filed July 12, 2021, and states as follows:

**ANSWER**

1. The nature of this action is admitted; its merits are denied as to Defendant. Otherwise without knowledge, therefore denied.
2. Without knowledge, therefore denied.
3. Without knowledge, therefore denied.
4. Without knowledge, therefore denied.
5. Without knowledge, therefore denied.

6. Without knowledge, therefore denied.
7. Without knowledge, therefore denied.
8. The nature of this action is admitted; its merits are denied as to Defendant.
9. Admitted that the referenced statute speaks for itself. Otherwise without knowledge, therefore denied.
10. Admitted that the referenced statute speaks for itself. Otherwise without knowledge, therefore denied.
11. Admitted that the referenced statute speaks for itself. Otherwise without knowledge, therefore denied.
12. Admitted that this Court has subject matter jurisdiction over this action.
13. Admitted that venue is proper in this Court. Otherwise without knowledge, therefore denied.
14. Admitted that venue is proper in this Court. Otherwise without knowledge, therefore denied.
15. Admitted.
16. Without knowledge, therefore denied.
17. Without knowledge, therefore denied.
18. Without knowledge, therefore denied.
19. Without knowledge, therefore denied.
20. Without knowledge, therefore denied.
21. Without knowledge, therefore denied.
22. Without knowledge, therefore denied.
23. Without knowledge, therefore denied.

24. Without knowledge, therefore denied.
25. Without knowledge, therefore denied.
26. Without knowledge, therefore denied.
27. Without knowledge, therefore denied.
28. Without knowledge, therefore denied.
29. Without knowledge, therefore denied.
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31. Without knowledge, therefore denied.
32. Without knowledge, therefore denied.
33. Without knowledge, therefore denied.
34. Without knowledge, therefore denied.
35. Without knowledge, therefore denied.
36. Without knowledge, therefore denied.
37. Without knowledge, therefore denied.
38. Without knowledge, therefore denied.
39. Admitted as to Defendant's places of business. Otherwise denied.
40. Without knowledge, therefore denied.
41. Without knowledge, therefore denied.
42. Without knowledge, therefore denied.
43. Without knowledge, therefore denied.
44. Without knowledge, therefore denied.
45. Without knowledge, therefore denied.
46. Without knowledge, therefore denied.

47. Without knowledge, therefore denied.
48. Without knowledge, therefore denied.
49. Without knowledge, therefore denied.
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103. Without knowledge, therefore denied.
104. Without knowledge, therefore denied.
105. Without knowledge, therefore denied.
106. Without knowledge, therefore denied.
107. Without knowledge, therefore denied.
108. Without knowledge, therefore denied.
109. Without knowledge, therefore denied.
110. Without knowledge, therefore denied.
111. Without knowledge, therefore denied.
112. Without knowledge, therefore denied.
113. Without knowledge, therefore denied.
114. Denied to the extent the referenced website was focused on Prime Short Term Credit Fund LP, an entity separate from the Defendant. Otherwise admitted.

115. Denied to the extent the referenced materials relate to Prime Short Term Credit Fund LP, an entity separate from the Defendant. Admitted that the referenced materials speak for themselves; any characterization that differs from those materials is denied.
116. Denied to the extent the referenced materials relate to Prime Short Term Credit Fund LP, an entity separate from the Defendant. Admitted that the referenced materials speak for themselves; any characterization that differs from those materials is denied.
117. Without knowledge, therefore denied.
118. Admitted that the referenced documents speak for themselves; any characterization that differs from those materials is denied. Otherwise without knowledge, therefore denied.
119. Admitted that certain agents were paid referral fees for referring prospects to Defendant. Denied that anyone other than an officer of Defendant was allowed to participate in the sales process (as opposed to referring prospects). Denied that PPE sales agents were acting as agents of Defendant. Otherwise without knowledge, therefore denied.
120. Admitted that Defendant made investments in the SH Enterprise. Otherwise denied.
121. Without knowledge as to the referenced representations. Otherwise denied.
122. Denied.
123. Denied that Defendant failed to inform investors. Admitted that Burgess made the referenced statement; denied that it was false.
124. Denied.
125. Denied.
126. Denied.
127. Denied.
128. Denied.

129. Without knowledge, therefore denied.
130. Without knowledge, therefore denied.
131. Without knowledge, therefore denied.
132. Defendant's responses to paragraphs 1-131 are incorporated by reference.
- 133-173. These counts are not pled against Defendant, therefore no response is required. To the extent any allegation could be construed otherwise, denied.
174. Defendant's responses to paragraphs 1-131 are incorporated by reference.
175. Admitted that the referenced statute speaks for itself. Otherwise denied.
176. Denied that the offer or sale of PSTC stock by Defendant was in any way unlawful.
177. Denied.
178. Denied.
179. Defendant's responses to paragraphs 1-131 are incorporated by reference.
180. Admitted that the referenced statute speaks for itself. Otherwise denied.
181. Denied that the offering or sale of stock by Defendant in Florida was in any way unlawful.
182. Denied.
183. Denied.
184. Defendant's responses to paragraphs 1-131 are incorporated by reference.
185. Denied.
186. Admitted that the referenced statute speaks for itself. Otherwise denied.
187. Denied.
188. Denied.
189. Denied.
190. Defendant's responses to paragraphs 1-131 are incorporated by reference.



191. Admitted that the referenced statute speaks for itself. Otherwise denied.
192. Denied.
193. Denied.
194. Denied.
195. Defendant's responses to paragraphs 1-131 are incorporated by reference.
196. Admitted that the referenced statute speaks for itself. Otherwise denied.
197. Denied that Plaintiff is entitled to such relief as to Defendant.
198. Denied as to Defendant.
199. Denied as to Defendant.
200. Defendant's responses to paragraphs 1-131 are incorporated by reference.
201. Admitted that the referenced statute speaks for itself. Otherwise denied.
202. Denied that Plaintiff is entitled to such relief as to Defendant.
203. Defendant's responses to paragraphs 1-131 are incorporated by reference.
204. Denied that Plaintiff is entitled to such relief as to Defendant.
205. Admitted that the referenced statute speaks for itself. Otherwise denied.
206. Denied that Plaintiff is entitled to such relief as to Defendant.
207. Defendant's responses to paragraphs 1-131 are incorporated by reference.
208. Admitted that the referenced statute speaks for itself. Otherwise denied.
209. Denied.
210. Denied.
211. Denied.
212. Denied.
213. Without knowledge, therefore denied.

214. Denied.

215. Denied that Plaintiff is entitled to such relief as to Defendant.

216. Denied that Plaintiff is entitled to such relief as to Defendant.

**WHEREFORE**, Defendant Prime Short Term Credit, Inc. demands that judgment be entered in its favor and against Plaintiff, that Plaintiff take nothing by way of this action, that Defendant be awarded its costs and reasonable attorneys' fees, together with any other or different relief that this Court deems just.

#### **DEFENSES**

Defendant pleads the following defenses as required by law. Defendant does not assume the burden of proof on any defense except where it is required to do so as a matter of law. Defendant reserves the right to revise these defenses as discovery progresses.

217. Defendant denies each and every allegation above except where the allegation is specifically admitted.

218. Defendant is unaware whether the other Defendants were operating a fraudulent enterprise as alleged in the Complaint. To the extent they were, Defendant is a victim of those activities as it has invested millions of dollars in the SH Enterprises.

219. The offering or sale of Defendant's stock in Florida was exempt from registration and therefore not unlawful.

220. To the extent other defendants (or their employees or agents) referred customers to Defendant, they did that of their own accord and not as agents of Defendant.

## CROSSCLAIM

Defendant Prime Short Term Credit hereby sues Defendants Marshal Seeman, Brian Schwartz, Centurion ISG Finance Group, LLC, Centurion Insurance Service Group and The Estate of Eric Charles Holtz as follows:

### **General Allegations**

221. Prime Short Term Credit Inc. (“Prime”) is a successor to and affiliate of Prime Short Term Credit Fund LP, registered with the SEC; and Prime Short Term Credit GP LLC.
222. Prime was organized on December 7, 2018, and was the successor to Bastion Real Estate Income Fund, LP (“Bastion”) which was established in August 2017.
223. In February of 2020 Rick Burgess (“Burgess”), CEO of Prime, was in South Florida at a Broker Dealers annual meeting and was invited to come to a meeting in Boca Raton at the Seeman Holtz offices.
224. During that meeting Marshal Seeman (“Seeman”), Eric Holtz (“Holtz”), and Brian Schwartz (“Schwartz”)(collectively referred to as the “Principals”) spoke to the participants, including Burgess, about how Seeman Holtz (“SH”) was growing its business through acquisitions in the property and casualty market.
225. Seeman compared SH’s value and growth to a publicly traded firm called Goosehead (ticker GSHD) in the insurance space with a market value in excess of \$1.0 billion.
226. The Principals outlined the challenges that SH was having due to the COVID virus and discussed their focus in continuing the insurance agency rollup activity.
227. SH was looking for a \$2 million investment.

228. At this meeting the Principals discussed alternate forms of collateral for any investments made including insurance agencies owned by SH, insurance contracts and other assets held by SH and its affiliates.
229. The Principals assured Burgess that SH held sufficient assets to cover any investment and would provide a multiple of any investment in the form of unencumbered collateral.
230. After the meeting there were multiple follow-up discussions between Burgess and Brian Schwartz regarding Prime investing in SH and the potential collateral for that investment.
231. An agreement was drafted to create an investment program whereby SH would provide adequate collateral for Prime in the form of preferred units in Centurion ISG Finance Group, LLC, a Delaware limited liability company (“CFG”), an affiliate company of SH that owned or controlled, among other assets, an interest in the proceeds of certain in-force life insurance policies and the rights to collect on a Ten Million Dollar (\$10,000,000.00) loan made by Centurion Insurance Services Group, LLC (“CISG”), another affiliate of SH, to SH, which rights were pledged to CFG (the “SH Loan”).
232. CISG further guaranteed the obligations of CFG to Prime and joined in the investment agreements.
233. The Principals represented that GCISG was an Ohio limited liability company which provided financing, including but not limited to the SH Loan, to SH for its property and casualty acquisitions.
234. The Principals stated that CFG was affiliated through common ownership with CISG which was the entitlement holder (as that term is defined in the UCC) of a securities account established by Wells Fargo Bank N.A. (Account No. 48418700)(“Securities

Account”), as the securities intermediary, for the benefit of CISG . Further, CISG held the rights to the Seeman Holtz Property & Casualty equity (as collateral for the SH Loan) which had significant value.

235. The Principals stated CISG had invested in a number of life insurance policies for which the beneficiary was the Securities Account.
236. The Principals represented that as an affiliate of CFG, CISG essentially acted as a guarantor of the collateralized preferred interest that it would grant to Prime.
237. As a result, On July 9, 2020, CFG and Prime, as holder of the Preferred Units entered into a Preferred Units Purchase Agreement, dated as of July 9, 2020 (“PUPA”) pursuant to which CFG issued preferred equity interests to Prime (the “Preferred Units”). A true and correct copy of the PUPA is attached hereto as **Exhibit A**.
238. Section 4.7 of the PUPA states:

Section 4.7 Indemnity. Each of Company and CISG shall indemnify, defend and hold Purchaser and Purchaser’s partners, directors, employees, attorneys, accountants, agents and assigns (“Purchaser’s Indemnified Parties”) harmless from and against any and all known or unknown claims, demands, liabilities (including, without limitation, any assignee liabilities imposed by law), obligations, losses, fines, penalties, damages, assessments, judgments, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and other reasonable costs and expenses incurred in investigating, preparing or defending against any litigation, claim, action, suit, proceeding or demand of any kind or character or in enforcing this Section 4.7 (each, a “Claim” and collectively, “Claims”), directly or indirectly, arising from or related to: (a) Company’s or Company’s Affiliates’ ownership or possession of the Policy; (b) Company’s or Company’s Affiliates’ assignment of the NDB under this Agreement; (c) Company’s breach of any representations or warranties, or Company’s failure to perform any the covenants, duties or obligations under this Agreement or any other agreement or document executed in connection herewith; and/or (d) any inaccuracy or omission in any certificate, schedule or other instrument furnished by Company under this Agreement or any other agreement or document executed in connection herewith.

239. Prime began advancing money to CFG in the summer of 2020 pursuant to the PUPA.
240. Pursuant to the terms of the PUPA, CISG pledged life insurance policies as collateral for the money Prime advanced.
241. When the advances made by Prime exceeded the value of the collateral, CFG and Prime entered into the First Omnibus Amendment and Issuance Notice dated July 28, 2020 (“FOA”). A true and correct copy of the FOA is attached hereto as **Exhibit B**.
242. When the advances made by Prime pursuant to the PUPA and FOA exceeded the value of the collateral, CFG and Prime entered into the Second Omnibus Amendment and Issuance Notice dated December 28, 2020 (“SOA”). A true and correct copy of the SOA is attached hereto as **Exhibit C**.
243. The Amendments to the PUPA provided Prime with additional Preferred Units and pledged additional life insurance policies as collateral.
244. In accordance with the PUPA, FOA, and SOA, Prime advanced a total of \$9,095,580.63 to CFG. The advances were in exchange for Preferred Units and secured by the life insurance policies listed in the PUPA, FOA and SOA.
245. In accordance with the PUPA, Prime advanced funds to CFG and its affiliates, by wire transfer, as set forth in **Exhibit D**.
246. At every step of the negotiations and the following advances made by Prime, the Principals assured Prime, through communications with Burgess, that the life insurance policies were pledged to CFG and that Prime’s purchase of the Preferred Units was secured. These assertions were later found to be untrue.

247. The Principals also stated the policies were held in/by the Wells Fargo Securities Account and all the pledged policies were unencumbered. The policies were not held in this account and were all pledged to another entity which had priority.
248. Prime then filed UCC-1 notices against the various entities including CFG and CISG which the Principals represented held the insurance policies.
249. The Principals told Prime, through Burgess, that CISG owned many more life insurance policies as well as the rights to the shares of Seeman Holtz Property and Casualty.
250. Schwartz and Seeman repeatedly confirmed in writing including in the PUPA the assets used as security were unencumbered.
251. Schwartz and Seeman also repeatedly confirmed in writing that SH's assets were available as additional collateral.
252. At the beginning of the investment, the Principals told Burgess that the Prime funds were being used to finish the acquisitions of small property and casualty agencies.
253. In 2021, the Principals began telling Burgess, for the first time, that the funds were being used to fund the operations of SH and Centurion Companies.
254. In July 2020, Schwartz informed Burgess that a firm named Oaktree Capital and a firm named Teleios were paying the monthly premiums to keep the insurance policies in force.
255. This disclosure was made after the Prime investment. Schwartz stated that these two firms only had a minor lien on only some of the policies used as collateral for the Prime investment.
256. Up to and including the May 2021 payment, CFS paid Prime pursuant to the terms of the PUPA.

257. CFG failed to make the monthly dividend payment of \$116,103.85 for the month ending May 31, 2021.
258. Prime sent a formal notice of default to CFG on June 11, 2021.
259. CFG has failed to make any payments pursuant to the PUPA.
260. As of May 1, 2022, the aggregate value of all outstanding Preferred Units is \$10,423,523.00, which amount includes the outstanding aggregate Mandatory Full Redemption Payments (as defined in the PUPA).
261. The events of default have occurred and are continuing under the PUPA.
262. After this action was filed, the Corporate Monitor and the OFR provided to Prime documents demonstrating that the Securities Account does not exist and that the Principals' representations regarding Prime's collateral under the PUPA were false.

**COUNT I – BREACH OF CONTRACT – CFS AND CISG**

263. Prime incorporates by reference the General Allegations above as though fully set forth herein.
264. Beginning in July 2020 through October 31, 2021, Prime purchased Preferred Units of CFG pursuant to the terms of the PUPA, FOA and SOA.
265. Pursuant to the PUPA, FOA and SOA, CFG was to make a monthly dividend payments to Prime.
266. Beginning in June 2021, CFG has been in default.
267. Prime sent a notice of default demanding payment but no payment has been made.
268. CFG has materially breached the terms of the PUPA.
269. Prime has been damaged in the amount in excess of \$10,423,523.00.



WHEREFORE, Prime prays that the Court enter Judgment against CFS and CISG for damages, prejudgment interest, costs, and any further relief the Court deems appropriate.

**COUNT II – FRAUD – SEEMAN, SCHWARTZ, HOLTZ, CFS, CISG**

270. Prime incorporates by reference the General Allegations above as though fully set forth herein.
271. The Principals, both individually and on behalf of CFG, through various words and actions made statements of material fact to Prime as to the financial condition of CFG, SH and the related entities.
272. The Principals both individually and on behalf of CFG through various words and actions made statements of material fact to Prime as to the 0 assets used to secure the investment of Prime pursuant to the PUPA.
273. The Principals both individually and on behalf of CFG through various words and actions made statements of material fact to Prime as to the ownership of the life insurance policies securing the investment of Prime.
274. The Principals made those statements to induce Prime to enter into the PUPA and continue to lend pursuant to its terms.
275. The Principals knew these statements were false at the time they were made.
276. The statements were in fact false.
277. Prime did not know that the statements were false at the time they were made, nor should it have known that they were false at the time they were made.
278. In fact, Prime believed the statements made to it were true when they were made.
279. In reliance on the false statements, Prime acted to its detriment by loaning money to CFG and continuing to invest.

280. As a result of the conduct set forth above, Prime is entitled to restitution and the return of all money paid or transferred to CFG in reliance on the Principals' false representations.

281. This paragraph is reserved to plead a claim for punitive damages.

WHEREFORE, Prime prays that the Court enter Judgment against Principals, CFG and CISG for damages, prejudgment interest, costs, and any further relief the Court deems appropriate.

### **COUNT III – BREACH OF FIDUCIARY DUTY**

282. Prime incorporates by reference the General Allegations above as though fully set forth herein.

283. Prime purchased Preferred Units of CFG through the PUPA, FOA and SOA.

284. The Principals were the officers and directors of CFG.

285. The Principals owed a fiduciary duty to Prime as a Preferred Unit owner of CFG.

286. The Principals breached their fiduciary duty to Prime when they misrepresented the assets owned by CFG.

287. The Principals breached their fiduciary duty to Prime when they misrepresented the use of the money paid into CFG by Prime.

288. The Principals breached their fiduciary duty to Prime when they misrepresented the insurance policies that secured the interest of the PUPA, FOA and the SOA.

289. The Principals breached their fiduciary duty to Prime when they continued to take money from Prime and use it to purchase assets for another company.

290. The Principals' breaches of fiduciary duty proximately caused Prime to continue to invest into CFG to its detriment.

291. The breach of fiduciary duty resulted in Prime losing over \$10,423,523.00.

292. This paragraph is reserved to plead a claim for punitive damages.

WHEREFORE, Prime prays that the Court enter Judgment for damages, prejudgment interest, costs, and any further relief the Court deems appropriate.

**COUNT IV – DECEPTIVE TRADE PRACTICE**

293. Prime incorporates by reference the General Allegations and Counts II and III above as though fully set forth herein.

294. The conduct described above constitutes an unfair, deceptive, or unconscionable act or practice in the conduct of trade or commerce, as prohibited by section 501.201, *et. seq.* Florida Statutes.

295. Prime has been damaged accordingly.

WHEREFORE, Prime prays that the Court enter Judgment against CFG and CISG for damages, injunctive relief, prejudgment interest, costs, attorneys' fees pursuant to section 501.2015, Florida Statutes, and any further relief the Court deems appropriate.

Dated: July 20, 2022

/s/ David L. Luikart III  
David L. Luikart III (FBN: 021079)  
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*Attorneys for Prime Short Term Credit, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on July 20, 2022, a true and correct copy of the foregoing was filed electronically via the Court's electronic filing system that will serve a copy upon all counsel of record.

*/s/ David L. Luikart III*  
\_\_\_\_\_  
Attorney

# EXHIBIT A

PREFERRED UNITS PURCHASE AGREEMENT

BY AND BETWEEN

CENTURION ISG FINANCE GROUP, LLC

AND

PRIME SHORT TERM CREDIT, INC.

Dated as of July 9, 2020

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## PREFERRED UNITS PURCHASE AGREEMENT

This PREFERRED UNITS PURCHASE AGREEMENT (this “Agreement”), dated as of July 9, 2020 (the “Effective Date”), is made by and between PRIME SHORT TERM CREDIT, INC., a Delaware corporation (the “Purchaser”), and CENTURION ISG FINANCE GROUP, LLC, a Delaware limited liability company (the “Company”). Purchaser and Company is each hereby also referred to as a “Party”, and collectively, the “Parties”.

### PRELIMINARY STATEMENTS

Purchaser has provided, and may further provide in the future, short term financing for Company and its affiliates (referred to herein as “Company Affiliates”) to be secured from time to time by, among other things, an interest in the proceeds of certain life insurance policies owned or controlled by Company and Company Affiliates, including but not limited to Centurion Insurance Services Group, LLC, an Ohio limited liability company (“CISG”).

In order to secure Purchaser’s interest in the life insurance policies, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company, authorized but unissued Membership Units of the Company designated as preferred Units (the “Preferred Units”), which Preferred Units have the rights described in the Operating Agreement of the Company, as amended from time to time (the “Operating Agreement”).

CISG is affiliated with the Company through common beneficial ownership, and Purchaser would not provide the financing for the Company or the Company Affiliates but for the Company’s agreement to issue and sell the Preferred Units to Purchaser and CISG’s agreement to join in this Agreement with respect to such Preferred Units, all as further described herein.

Company and CISG will receive material economic benefit from the Purchaser providing the financing to the Company and Company Affiliates, the purpose of which is further described on **Exhibit A** attached hereto and made a part hereof.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and covenants set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE I SALE AND PURCHASE OF SECURITIES

#### **Section 1.1 Sale and Purchase of Securities.**

(a) Sale and Purchase as of the Effective Date. Subject to the terms and conditions set forth in this Agreement, and in reliance on the representations, warranties and other agreements set forth in this Agreement, as of the Effective Date the Company has authorized the issuance and sale of Membership Units of the Company designated collectively as Preferred Units, as identified on Schedule I (the “Schedule”), each as attached hereto and made a part hereof, and the Company shall from time to time authorize the issuance and sale of additional Units of the



Company designated as Preferred Units, in which event the Schedule shall be updated to reflect such issuance and sale of additional Units, in each case for the purchase price or purchase prices designated thereon (each an “Individual Purchase Price” and collectively the “Aggregate Purchase Price”).

(b) Preferred Units. (i) The Preferred Units hereby purchased and to be purchased by the Purchaser from time to time hereunder from the Company shall (A) be registered to the Purchaser, and if there is more than one Purchaser, to each Purchaser in the Company’s Membership Unit records, and (B) have the designations, rights, preferences, powers, restrictions and limitations set forth in the Operating Agreement of the Company, and (ii) the Purchaser shall have the rights set forth in this Agreement.

## **ARTICLE II**

### **DISTRIBUTIONS, REDEMPTION AND PUT OPTION**

**Section 2.1 Distributions.** From time to time after the purchase of the Preferred Units, distributions shall be paid to Purchaser on the Preferred Units in accordance with and at the rate or rates set forth in Schedule I (the “Preferred Units Distributions”). In the event the Company is unable or fails to make the Preferred Units Distributions on or before the dates described in Schedule I, Company shall be in default of its obligations to Purchaser hereunder (a “Default”), and Purchaser may exercise such legal remedies as may be described in this Agreement or otherwise available to Purchaser under applicable Law.

**Section 2.2 Optional Redemption.** At any time after the expiration of ninety (90) days after Effective Date, the Company shall have the right (but not the obligation), upon giving the Purchaser not less than thirty (30) days prior written notice, to voluntarily redeem the Preferred Units, in whole or in part (an “Optional Redemption Notice”). Each such Optional Redemption Notice shall: (i) specify the date on which the Preferred Units will be redeemed (the “Optional Redemption Date”), (ii) identify which Preferred Units shall be redeemed and (iii) state the amount proposed to be paid for such redemption (each, an “Optional Redemption Payment”) by the Company in connection with such redemption. The Optional Redemption Payment specified in any Optional Redemption Notice shall be due and payable to the Purchaser on the Optional Redemption Date and upon receipt of the Optional Redemption Notice, the Purchaser shall be obliged to sell the Preferred Units set forth in the Optional Redemption Notice.

**Section 2.3 Put Option.** At any time on or after the expiration of twelve (12) months after the Effective Date, or on a different date as determined in writing by the Company and the Purchaser in good faith, the Purchaser shall have the right (but not the obligation) (the “Put Option”), upon giving the Company not less than thirty (30) days prior written notice (the “Put Notice Period”), to require the Company to purchase all of the Preferred Units issued and outstanding as of the date of the Put Notice, defined below, for an amount equal to the sum of (i) the portion of the Aggregate Purchase Price paid for such Preferred Units and (ii) all accrued and unpaid Preferred Units Distributions in respect of such Preferred Units (the “Put Option Payment”). If the Purchaser desires to exercise the Put Option, the Purchaser shall deliver to the Company a written notice of its intent to exercise the Put Option (the “Put Notice”). Upon the

expiration of the Put Notice Period, the Company shall be required to pay the Put Option Payment to the Purchaser. Purchaser's failure to make the Put Option Payment prior to expiration of the Put Notice Period shall be deemed a Default hereunder, in which case Purchaser may exercise such legal remedies as may be described in this Agreement or otherwise available to Purchaser under applicable Law.

**ARTICLE III**  
**GRANT OF FURTHER SECURITY**

**Section 3.1 The Policy; Substitutions and Additions.**

(a) The Company, through its affiliate CISG, is the beneficial owner of, and has control over and the requisite legal authority to control, that certain securities account ("Securities Account") established by Wells Fargo Bank N.A. in its capacity as securities intermediary ("Securities Intermediary") for the benefit of CISG, and CISG, or its assigns, is the "entitlement holder" (as such term is defined in the Uniform Commercial Code) of the Securities Account. The Securities Intermediary is the record owner and beneficiary of that certain life insurance policy ("Policy") issued on the life of the Insured by the Insurer, in the Face Amount and under the Policy Number all as identified on Schedule II attached hereto and made a part hereof, and such Policy is credited to the Securities Account pursuant to that certain Securities Account Control Agreement entered by and between CISG and the Securities Intermediary. CISG holds all of its rights to net death benefit of the Policy ("NDB") for the benefit of the Company.

(b) The Company and the Purchaser may, but shall not be obliged, from time to time agree to substitute the Policy with another life insurance policy, or add one or more further life insurance policies by way of further or additional security for the Purchaser. In the event of, and on each occasion of any such substitution or addition, the Company and the Purchaser shall effectuate such substitution or addition by amending Schedule II to reflect such substitution or addition and thereupon executing such amended Schedule II as of the date of such substitution or addition, as applicable. Upon each occasion of such execution by the Company and the Purchaser, such amended Schedule II shall be deemed to form part of this Agreement in place of its immediate predecessor.

[NTD: this really belongs on its own]

**Section 3.2** As further security for the Purchaser, the Company and CISG hereby grant and assign to the Purchaser an amount (the "Beneficial Interest") equal to Forty percent (40%) of the NDB provided that and in the event of the maturity of a Policy, the Purchaser shall be entitled to receive an amount equal to the Beneficial Interest from the NDB received by the Securities Intermediary from the Insurer, and Company shall direct or cause CISG to direct, as applicable, the Securities Intermediary to pay the Beneficial Interest to the Purchaser.

**Section 3.3** The Company shall pay, or cause its Company Affiliates to pay, the premiums as due on the Policy for the duration of this Agreement, and shall direct the Securities Intermediary and Insurer, as applicable, to provide notice to Purchaser in the event of non-

payment of such premiums. In the event Company or any Company Affiliate, as applicable, fails to pay the premiums on the Policies in a timely manner, Purchaser may pay the premiums and any such payments shall be deemed additional payments of the Individual Purchase Price subject to the terms and conditions of this Agreement, including but not limited to the Preferred Units Distributions as described on Schedule I.

**Section 3.4** In the event the Company fails to pay or cause its Company Affiliates to pay any premium within ten (10) days of a premium due date, the Purchaser's Beneficial Interest shall increase from 40% to 100%. If the Company pays such premium within a further period of forty five (45) days ("Premium Cure Period") and provides evidence of such payment to Purchaser, the amount of the Beneficial Interest shall return to 40%. If the Company fails to pay such premium within the Premium Cure Period, the Purchaser's Beneficial Interest shall remain at 100% until such time as the Company has paid such premiums due.

**Section 3.5** In the event a Distribution Amount is not paid within ten (10) days of its payment due date, Purchaser's Beneficial Interest shall increase from 40% to 100%. If the Company pays such delinquent Distribution Amount within a further period of forty five (45) days ("Distribution Cure Period"), the amount of Purchaser's Beneficial Interest shall return to 40%. If the Company fails to pay such Distribution Amount within the Distribution Cure Period, Purchaser's Beneficial Interest shall remain at 100% until such time as the Company has paid such Distribution Amount, or at the direction of the Purchaser in the Purchaser's sole discretion, the Company shall sell the Policy and pay the proceeds to Purchaser up to the amount of the Individual Purchase Price plus any unpaid Distribution Amounts due hereunder.

**Section 3.6** The Company will not issue any other Common or Preferred units without the written consent of the Purchaser, such consent not to be unreasonably withheld.

#### **ARTICLE IV**

#### **REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants to the Purchaser, as of the Effective Date, that:

**Section 4.1 Existence, Qualification and Power; Compliance with Laws.** The Company (a) is a Person duly incorporated, organized or formed, validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization or formation, as the case may be, to the extent such concept exists in such jurisdiction, (b) has all requisite organizational power and authority to, in the case of the Company, execute, deliver and perform its obligations under the this Agreement and own or lease its assets and carry on its business, (c) is duly qualified and in good standing (where relevant) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted and to execute, deliver and perform its obligations under this Agreement.

**Section 4.2 Authorization; No Contravention.** The execution, delivery and performance by the Company of this Agreement (a) has been duly authorized by all necessary corporate or other

organizational action, and (b) does not and will not (i) contravene the terms of any of the Company's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (x) any material Contractual Obligation to which such Person is a party, or (y) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any material Law.

**Section 4.3 Ownership of Property; Liens.** The Company has good record title to, or valid leasehold interests in, all property necessary in the ordinary conduct of its business, free and clear of all Liens except for (a) minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes and (b) where the failure to have such title or leasehold interest would not reasonably be expected to have, individually or in the aggregate, a material adverse effect.

**Section 4.4 Sanctions; Anti-Corruption Laws; USA Patriot Act.**

(a) To the extent applicable, each of the Company and its officers and directors, employees, agents and controlled Affiliates is, and for the past five (5) years has been, in compliance with (i) the Trading with the Enemy Act, as amended, and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control and any other enabling legislation or executive order relating thereto, and any other laws and regulations relating to economic or financial sanctions of those jurisdictions in which the Company conducts business (collectively, "Sanctions"); (ii) the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the UK Bribery Act 2010 and any other laws and regulations relating to bribery or corruption of those jurisdictions in which the Company conducts business (collectively, "Anti-Corruption Laws"); (iii) the USA Patriot Act; and (iv) the Export Administration Regulations administered by the U.S. Department of Commerce and the International Traffic in Arms Regulations administered by the U.S. Department of State (collectively, "Commodity Controls").

(b) None of the Company or any of its officers or directors, employees, agents or controlled Affiliates is the subject or target of any Sanctions; and the Company shall not, directly or indirectly, use any portion of the Aggregate Purchase Price or otherwise make available any portion of such Aggregate Purchase Price to any Person for the purpose of financing the activities of any Person, or in any country or territory that, at the time of such use or financing, is the subject or target of any Sanctions, to the extent prohibited by Sanctions or in any manner that would constitute a violation of any Sanctions by any Party.

**Section 4.5 Capitalization.**

(a) When so issued, sold and delivered, the Preferred Units shall be duly authorized, validly issued, fully paid and non-assessable and free of preemptive rights and other Liens except for restrictions on transfer arising under any applicable securities Laws, the Certificate of Formation and the Bylaws with respect to the Purchaser party thereto as provided in this Agreement. Assuming the accuracy of Purchaser's representations set forth in Article V, the offer, issuance, sale and delivery of the Preferred Units pursuant hereto are either exempt from or in compliance

with, the registration requirements of the Securities Act and all other applicable securities Laws. Except as set forth in this Agreement, there are not, and have never been at any time prior to the Effective Date, issued, reserved for issuance or outstanding (i) any securities convertible into or exchangeable or exercisable for Units or other equity securities of the Company or (ii) any warrants, calls, options or other rights to acquire from the Company any capital stock, other equity securities or securities convertible into or exchangeable or exercisable for capital stock or other equity securities of the Company.

(b) The relative designations, rights, preferences, powers, restrictions and limitations relating to the Preferred Units are as set forth in the Certificate of Formation and the Bylaws, and such designations, rights, preferences, powers, restrictions and limitations are valid and enforceable under the law of the State of Delaware and the federal law of the United States.

(c) With respect to (i) payment of distributions and (ii) distribution of assets upon, or in connection with, the voluntary or involuntary liquidation, dissolution or winding up of the Company, the Preferred Units rank: (x) senior to all classes of Common Units and Other Equity and (y) junior to all existing and future Indebtedness of the Company

**Section 4.6 Policy Ownership and Status.** The Company, through CISG, is the beneficial owner of, and has control over and the requisite legal authority to control, the Securities Account, and CISG, or its assigns, is the entitlement holder of the Securities Account. The Securities Intermediary is the record owner and beneficiary of the Policies and such Policies are credited to the Securities Account pursuant to the Securities Account Control and Custodian Agreement previously referenced in this Agreement. Affiliate holds the NDB for the benefit of the Company. The Policies are in good standing with Insurer, all premiums have been paid thereon and no Lien exists encumbering the Policies or the NDB except as has otherwise been disclosed to Purchaser in writing

**Section 4.7 Indemnity.** Each of Company and CISG shall indemnify, defend and hold Purchaser and Purchaser's partners, directors, employees, attorneys, accountants, agents and assigns ("Purchaser's Indemnified Parties") harmless from and against any and all known or unknown claims, demands, liabilities (including, without limitation, any assignee liabilities imposed by law), obligations, losses, fines, penalties, damages, assessments, judgments, costs, expenses (including, without limitation, reasonable attorneys' fees, court costs and other reasonable costs and expenses incurred in investigating, preparing or defending against any litigation, claim, action, suit, proceeding or demand of any kind or character or in enforcing this Section 4.7 (each, a "Claim" and collectively, "Claims"), directly or indirectly, arising from or related to: (a) Company's or Company's Affiliates' ownership or possession of the Policy; (b) Company's or Company's Affiliates' assignment of the NDB under this Agreement; (c) Company's breach of any representations or warranties, or Company's failure to perform any the covenants, duties or obligations under this Agreement or any other agreement or document executed in connection herewith; and/or (d) any inaccuracy or omission in any certificate, schedule or other instrument furnished by Company under this Agreement or any other agreement or document executed in connection herewith.

## ARTICLE V

## **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

Purchaser represents and warrants to the Company, as of the Effective Date and as of each Issuance Date in which Purchaser is acquiring additional Preferred Units, as to itself that:

**Section 5.1 Existence, Qualification and Power; Compliance with Laws.** The Purchaser (a) is a Person duly incorporated, organized or formed, validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization or formation, as the case may be, to the extent such concept exists in such jurisdiction, (b) has all requisite organizational power and authority to, in the case of the Purchaser, execute, deliver and perform its obligations under this Agreement and own or lease its assets and carry on its business, (c) is duly qualified and in good standing (where relevant) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in compliance with all Laws, orders, writs, injunctions and decrees applicable to it or to its properties and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted and to execute, deliver and perform its obligations under this Agreement to which it is a party; except in each case referred to in clause (d), to the extent that failure to comply with such Law or order, writ, injunction or decree could not reasonably be expected to have, individually or in the aggregate, a material adverse effect.

**Section 5.2 Authorization; No Contravention.** The execution, delivery and performance by the Purchaser of this Agreement, (a) have been duly authorized by all necessary corporate or other organizational action, and (b) do not and will not (i) contravene the terms of any of the Purchaser's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (x) any material Contractual Obligation to which such Person is a party, or (y) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any material Law.

**Section 5.3 Litigation.** Except as previously disclosed, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Purchaser, threatened, at law, in equity, in arbitration or before any Governmental Authority, by or against the Purchaser or against any of its properties or revenues.

**Section 5.4 Investment Matters.**

(a) Purchaser is, and was at the time Purchaser was offered the Preferred Units, an accredited investor (as such term is defined in Rule 501(a) of Regulation D under the Securities Act).

(b) Purchaser is acquiring the Preferred Units for its own account, for investment purposes only and not with a view to any distribution thereof that would not otherwise comply with the Securities Act.

(c) Purchaser understands that (i) the Preferred Units have not been registered under the Securities Act and the Preferred Units are being issued by the Company in transactions exempt from the registration requirements of the Securities Act and (ii) all or any part of the Preferred Units may not be offered or sold except pursuant to effective registration statements under the

Securities Act or pursuant to applicable exemptions from registration under the Securities Act and in compliance with applicable state Laws.

(d) Purchaser understands that the exemption from registration afforded by Rule 144 promulgated under the Securities Act (“Rule 144”) (the provisions of which are known to Purchaser) depends on the satisfaction of various conditions, and that, if applicable, Rule 144 may afford the basis for sales only in limited amounts.

(e) Purchaser has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Preferred Units and has so evaluated the merits and risks of such investment. Purchaser can afford to bear the economic risk of its investment in the Preferred Units for an indefinite period of time, is able to bear such risk and is able to afford a complete loss of such investment. Purchaser further acknowledges that (i) it has reviewed all materials Purchaser deemed necessary for the purpose of making an investment decision with respect to the Preferred Units and (ii) it has had the opportunity to ask questions of the Company and it has received answers to its satisfaction concerning the terms and conditions of the sale of the Preferred Units and to obtain additional information (to the extent the Company possesses such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to it or to which it had access.

(f) Purchaser acknowledges and agrees that it is not purchasing the Preferred Units as a result of any general solicitation or general advertising.

(g) Purchaser has had a full opportunity to ask questions of and receive answers from the Company or any person or persons acting on behalf of the Company concerning the terms and conditions of an investment in the Preferred Units and no statement or printed material which is contrary to the disclosure documents has been made or given to Purchaser by or on behalf of the Company. Purchaser is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, except for statements, representations and warranties expressly contained in this Agreement, in making its investment or decision to invest in the Company.

## **ARTICLE VI** **MISCELLANEOUS**

**Section 6.1 Entire Agreement; Parties in Interest.** This Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure solely to the benefit of each Party and its permitted assigns and successors and its legal representatives, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement except for the provisions of this Section 6.1.

**Section 6.2 Governing Law.**

(a) GOVERNING LAW. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS.

(b) SUBMISSION TO JURISDICTION. EACH OF THE COMPANY AND THE PURCHASER IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, IN ANY WAY RELATING TO THIS AGREEMENT, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF FLORIDA SITTING IN PALM BEACH COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF FLORIDA, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH FLORIDA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) WAIVER OF VENUE. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT EACH MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER PREFERRED UNITS DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 5.5. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

**Section 6.3** WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR



ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**Section 6.4 Remedies.**

(a) Except as otherwise provided herein, all remedies available under this Agreement, at law or otherwise, shall be deemed cumulative and not alternative or exclusive of other remedies. The exercise by any Party of a particular remedy shall not preclude the exercise of any other remedy.

(b) Each Party hereby acknowledges and agrees that the other Party could be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms, and that remedies at law may not be adequate to compensate such other Parties not in default or in breach. Accordingly, each Party agrees that the other Parties shall be entitled to seek an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which they may be entitled, at law or in equity. The Parties waive any defense that a remedy at law is adequate and any requirement to post bond or provide similar security in connection with actions instituted for injunctive relief or specific performance of this Agreement.

**Section 6.5 Notice.**

(a) Except as otherwise provided in this Agreement, any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and delivered by (i) email or (ii) overnight delivery via a national courier service to the email address or physical address, as applicable, provided by each Party to the other in the normal course of business with, in the case of Purchaser, a copy to Grogan Hesse & Uditsky, P.C., Attn: Jordan Uditsky, Esq., 340 W. Butterfield Road, Suite 2A, Elmhurst, Illinois 60126, Email: juditsky@ghulaw.com.

(b) Notice or other communication pursuant to Section 6.5(a) shall be deemed given or received when delivered, except that any notice or communication received by email transmission on a non-Business Day or on any Business Day after 5:00 p.m. addressee's local time or overnight delivery on a non-Business Day shall be deemed to have been given and received at 9:00 a.m. addressee's local time on the next Business Day. Any Party may specify a different address, by written notice to the other Parties. The change of address shall be effective upon the other Parties' receipt of the notice of the change of address.

**Section 6.6 Amendments; Waivers.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the Company and the Purchaser. No knowledge, investigation or inquiry, or failure or delay by the Company, the Purchaser or any Representative thereof in exercising any right hereunder shall operate as a

waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. No waiver of any right or remedy hereunder shall be deemed to be a continuing waiver in the future or a waiver of any rights or remedies arising thereafter.

**Section 6.7 Counterparts.** This Agreement may be executed in two or more counterparts, each of which constitutes an original, and all of which taken together constitute one instrument. A signature delivered by facsimile or other electronic transmission (including e-mail) shall be considered an original signature. Any Person may rely on a copy of this Agreement.

**Section 6.8 Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted assigns and successors. Neither of the Parties to this Agreement may assign any of the rights, interests or obligations of such Party without the prior written consent of the other Party. Any assignment or transfer in violation of this Section 6.8 shall be null and void.

**Section 6.9 Severability.** In the event that any provision of this Agreement, or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other Persons or circumstances shall be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such illegal, void, invalid or unenforceable provision of this Agreement with a legal, valid and enforceable provision that achieves, to the extent possible, the economic, business and other purposes of such illegal, void, invalid or unenforceable provision.

**Section 6.10 USA PATRIOT Act.** Purchaser hereby notifies the Company that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Company, which information includes the name, address and tax identification number of the Company and other information regarding such entity that shall allow Purchaser to identify such entity in accordance with the USA Patriot Act. This notice is given in accordance with the requirements of the USA Patriot Act and is effective as to the Purchaser.

## **ARTICLE VII** **DEFINITIONS**

### **Section 7.1 Certain Definitions.**

(a) The following words and phrases have the meanings specified in this Section 7.1:

“Affiliate” has the meaning given to such term in Section 3.1.

“Aggregate Purchase Price” has the meaning given to such term in Section 1.1(a).

“Agreement” has the meaning given to such term in the preamble.

“Anti-Corruption Laws” has the meaning given to such term in Section 4.4(a).

“Beneficial Owner” means to possess beneficial ownership as determined pursuant to Rule 13d-3 and Rule 13d-5 of the Exchange Act as in effect on and as of the Effective Date.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the State of California and the State of New York.

“Certificate of Formation” means the Company’s certificate of formation.

“Code” means the Internal Revenue Code of 1986, as amended.

“Common Units” means the Company’s Units designated as common Units, par value \$1.00 per unit.

“Company” has the meaning given to such term in the preamble.

“Company Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, or instrument to which such Person is a party or by which it or any of its property is bound.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Equity Interests” means, with respect to any Person, all of the Units in or shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of Membership Units in or shares of capital stock or (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for Membership Units in or shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such interests or shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“Face Amount” has the meaning attributed thereto in Schedule II, as amended from time to time.

“FCPA” has the meaning given to such term in Section 4.4(a).

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“Governmental Approval” shall mean any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

“Governmental Authority” means the government of the United States, or any other nation, or any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supranational bodies such as the European Union or the European Central Bank).

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (i) all obligations of such Person for borrowed money and all obligations of such Person

evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(ii) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(iii) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and, in each case, not past due for more than 60 days after the date on which such trade account payable was created);

(iv) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(v) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid distributions; and

(vi) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person.

“Individual Purchase Price” has the meaning given to such term in Section 1.1(a)

“Initial Members” has the meaning set forth in the Bylaws.

“Insured” has the meaning attributed thereto in Schedule II, as amended from time to time.

“Insurer” has the meaning attributed thereto in Schedule II, as amended from time to time.

“Effective Date” has the meaning set forth in the preamble.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or

preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Operating Agreement” has the meaning given to such term in the preliminary statements.

“Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement or Bylaws; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Equity” means collectively, any equity or class of securities issued by the Company, other than the Preferred Units and the Junior Equity.

“Party” and “Parties” has the meaning given to such term in the preamble.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Policy” has the meaning attributed thereto in Section 3.1 and Schedule II, as amended from time to time.

“Policy Number” has the meaning attributed thereto in Schedule II, as amended from time to time.

“Preferred Units” has the meaning given to such term in the preliminary statements.

“Preferred Units Distributions” has the meaning give to such term in Section 2.1.

“Preferred Units Maturity Date” means, with respect to each issuance of Preferred Units to the Purchaser in accordance with this Agreement and set forth on the Schedule attached hereto, the maturity date corresponding to such issuance as set forth under the column heading entitled “Preferred Units Maturity Date” on the Schedule attached hereto.

“Purchaser” has the meaning set forth in the preamble and any assignee of the Preferred Units who holds certificates evidencing Preferred Units or in whose name Preferred Units are registered in the Company’s stock records.

“Put Notice” has the meaning give to such term in Section 2.3

“Put Notice Period” has the meaning give to such term in Section 2.3.

“Put Option Payment” has the meaning give to such term in Section 2.3

“Representatives” means, with respect to any Person, such Person’s Affiliates and its and their respective officers, directors, partners, limited partners, investors, lenders, rating agencies, managed accounts, employees, investment bankers, attorneys, accountants and other advisors, agents and representatives.

“Rule 144” has the meaning given to such term in Section 5.4(d).

“Sanctions” has the meaning given to such term in Section 4.4(a).

“Scheduled Payment Date” means the first Business Day of each calendar month following the Effective Date (or, if such day is not a Business Day, the next Business Day).

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which (i) a majority of the voting power of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency that has not yet happened) are at the time Beneficially Owned by such Person, (ii) more than half of the issued Membership Units or share capital is at the time Beneficially Owned by such Person or (iii) the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Company. For the avoidance of doubt, any entity that is owned at a 49.0% or less level (as described above) shall not be a “Subsidiary” for any purpose under this Agreement, regardless of whether such entity is consolidated on the Company’s financial statements.

“U.S.” means the United States of America.

“Units” has the meaning set forth in the Operating Agreement.

**Section 7.2 Construction.** The Parties intend that each representation, warranty and agreement contained in this Agreement shall have independent significance. The headings are for convenience only and shall not be given effect in interpreting this Agreement. References to sections, articles or exhibits are to the sections, articles and exhibits contained in, referred to by or attached to this Agreement, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include,” “includes” and “including” in this Agreement mean “include/includes/including without limitation.” All references to \$, currency, monetary values and dollars set forth herein means U.S. dollars. The use of the masculine, feminine or neuter gender or the singular or plural form of words shall not limit any provisions of this Agreement. References to a Person also include

its permitted assigns and successors under this Agreement. Any reference to a statute refers to the statute, any amendments or successor legislation and all rules and regulations promulgated under or implementing the statute, as in effect at the relevant time. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” In the computation of periods of time from a specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including”. All references to the knowledge of the Company or facts known by any such Person shall mean actual knowledge of any Responsible Officer of such Person. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day. Unless otherwise set forth herein, any reference herein to any Law, contract, agreement or other instrument, including the governing documents of any Person, shall be construed as referring to such Law, contract, agreement or instrument as amended or modified or, in the case of a Law, codified or reenacted, in each case, in whole or in part, and as in effect from time to time. The Parties acknowledge and agree that (a) each Party and its counsel has reviewed, or has had the opportunity to review, the terms and provisions of this Agreement, (b) any rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be used to interpret this Agreement; and, (c) the provisions of this Agreement shall be construed fairly as to all Parties and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of such previous drafts of this Agreement.

**Section 7.3 Independence of Provisions.** Each covenant and protective provision contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant and protective provision contained herein, so that compliance with any one covenant or protective provision shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant or protective provision.

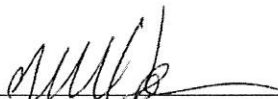
[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

**COMPANY:**

CENTURION ISG FINANCE GROUP, LLC

By:  \_\_\_\_\_  
Name: Marshal Seeman  
Title: President

**PURCHASER:**


PRIME SHORT TERM CREDIT, INC.

By: \_\_\_\_\_  
Name: Richard Burgess  
Title: President

**LIMITED JOINDER OF CISG FOR PURPOSES OF SECTION 3.2 AND SECTION 4.7  
HEREOF:**

**AFFILIATE:**

CENTURION INSURANCE SERVICES GROUP, LLC

By:  \_\_\_\_\_  
Name: Marshal Seeman  
Title: Member

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.


**COMPANY:**

CENTURION ISG FINANCE GROUP, LLC

By: \_\_\_\_\_  
Name: Marshal Seeman  
Title: President

**PURCHASER:**

PRIME SHORT TERM CREDIT, INC.

By:  \_\_\_\_\_  
Name: Richard Burgess  
Title: President

**LIMITED JOINDER OF CISG FOR PURPOSES OF SECTION 3.2 AND SECTION 4.7  
HEREOF:**

**AFFILIATE:**

CENTURION INSURANCE SERVICES GROUP, LLC

By: \_\_\_\_\_  
Name: Marshal Seeman  
Title: Member

## Exhibit A

### Statement of Background and Purpose

Centurion ISG Finance Group, LLC (“Company”) is seeking investment to support its strategy in financing the acquisition of insurance agencies for Seeman Holtz Property & Casualty, LLC (“SHPC”) and its affiliates (“Affiliates”) in calendar year 2020. SHPC is ranked as one of the fastest growing insurance agency aggregators in the industry, with over 200,000 clients nationwide. It markets and sells Property & Casualty insurance products and services, including auto, homeowners, life, health, employee benefits, professional liability, payroll and healthcare services to its customers. The Company will engage in a strategy of financing the acquisition of the assets or stock of insurance agencies on a nationwide basis, similar to SHPC, for its Affiliates, who professionally manage these businesses for continued growth. SHPC started this strategy in 2016, and to date, it has acquired 57 insurance agencies on a nationwide basis, generating over US\$50 million in commission revenues annually.

Founded in 1988, the SHPC’s principals began a comprehensive pre and post retirement financial planning company which has since grown into a highly diversified insurance agency aggregator and manager with currently over 450 employees nationwide. SHPC’s experienced management team has grown the business through both organic and acquisition growth via 57 insurance agency acquisitions to become one of the leading P&C insurance agency aggregators in the United States. SHPC has nearly doubled its size, year over year, for the last three years of operations, and projects to continue to double the growth in 2020 through its insurance agency acquisition pipeline.

The P&C Insurance agency market drives considerable attention by industry participants based on the steady, projectable, reoccurring revenue base of these assets. SHPC has been able to position itself as a major participant in this industry through the acquisition and roll-up of smaller participants and applying integration synergies to optimize the ongoing management and revenue growth amongst these agencies.

One of the Affiliates, Centurion Insurance Services Group, LLC, is an asset management firm, which holds a portfolio of US Life Insurance policies which are held institutionally at Wells Fargo in a securities account. Another Affiliate has a credit facility with a major Private Equity Firm which provides funding to pay premiums on this portfolio of US Life Insurance policies.

Centurion ISG Holdings Corp, headquartered in Boca Raton, Florida, holds over US\$500 million in combined assets, and through its Affiliate, SHPC, is focused on continuing its accelerated growth in acquiring insurance agencies on a nationwide basis.

The Company’s affiliate Centurion Insurance Services Group, LLC (“Centurion”) entered into one or more loan agreements with SHPC, pursuant to which Centurion advanced loans to SHPC in the aggregate amount of Ten Million Dollars (\$10,00,000.00) (the “Loan Amount”).

Centurion has pledged its rights to receive the Loan Amount together with all interest thereon (“Receivable Rights”) to the Company. The Receivable Rights form part of the Company’s assets available to fund any Preferred Units Distributions agreed by the Company’s Board of Managers (the “Board”) to be made pursuant to this Agreement.

Due to the overall aggregate size of the group of companies (the “Group”) of which the Company is part, and based on the fact that the Group and their Boards are headquartered in Florida, the Group and their respective affiliates and Boards have periodically been under past review by the Florida Office of Financial Regulation (the “Florida OFR”) and are currently under review. The Company has been informed that the Florida OFR is investigating whether affiliates of the Company violated Chapter 517, Florida Statutes, in connection with the sale of certain securities issued by such affiliates, and whether such affiliates paid commissions and other such compensation to persons who were acting as unregistered, non-exempt securities dealers. At this time, no formal action or proceeding has commenced against such affiliates. The Company’s affiliates have been actively engaged in discussions with the Florida OFR and intend to fully cooperate with the investigation. While the Company disputes the initial position taken by the Florida OFR, we cannot predict the outcome of the Florida OFR’s investigation. It is possible that, at the conclusion of the investigation, the Florida OFR may choose to initiate a formal action or proceeding against the Company. Should the Florida OFR prevail in any such formal action or proceeding, the Company may be subject to contingent liabilities which could include, without limitation (i) rescission obligations and/or other liabilities for damages to the purchasers of such securities; and (ii) punitive damages, fines, penalties and/or other sanctions which might be imposed in connection with any enforcement actions brought by the Florida OFR.

Based on the Company’s preliminary investigation, the Company believes that its affiliates may be able to rely upon certain exemptions from dealer registration requirements, and if successful, any state rescission obligations may be reduced.

The Company, the Board, and their respective affiliates and Boards may also be subject to federal and state regulatory review in the future. No assurances can be given that the Group and their Boards and affiliates will be able to terminate any current regulatory reviews or avoid being the subject of future regulatory review, nor can any assurances be given that the result of any regulatory reviews will be favorable, or without required changes to the companies within the Group and their respective Boards and affiliates or the Company and its Board and/or affiliates, including, without limitation, any of the Company’s Affiliates or their principals.

**Schedule I**

**List of Purchased Preferred Units**

<b>Issuance Date</b>	<b>Number of Preferred Units</b>	<b>Purchase Price</b>	<b>Distribution Rate (%)</b>	<b>Distribution Frequency</b>
Effective Date	2,055,000	\$2,055,000.00	Fifteen Percent (15%) per annum	Monthly by the 10 <sup>th</sup> of each month

**Schedule II**

**List of Life Insurance Policies**

<b>Issuance Date</b>	<b>Insurer</b>	<b>Policy No.</b>	<b>Face Amount</b>	<b>Insured</b>	<b>Securities Account</b>
10-18-2010	Pacific Life Insurance Company	VF52011960	\$5,000,000.00	Mary Katchis	Wells Fargo Bank N.A. Account No. 48418700

# EXHIBIT B

## **FIRST OMNIBUS AMENDMENT AND ISSUANCE NOTICE**

THIS FIRST OMNIBUS AMENDMENT AND ISSUANCE NOTICE ("Amendment") is executed and entered into as of July 28, 2020, by and between CENTURION ISG FINANCE GROUP, LLC, a Delaware limited liability company ("Company"), and PRIME SHORT TERM CREDIT, INC., a Delaware corporation ("Purchaser").

### WITNESSETH:

WHEREAS, Purchaser has provided, and may further provide in the future, short term financing for Company and its affiliates (referred to herein as "Company Affiliates") to be secured from time to time by, among other things, an interest in the proceeds of certain life insurance policies owned or controlled by Company and Company Affiliates, including but not limited to Centurion Insurance Services Group, LLC, an Ohio limited liability company ("CISG"), and Centurion Funding SPVII, LLC, a Delaware limited liability company ("SPV"; Company, Purchaser, CISG and SPVII, each referred to herein, individually, as a "Party" and, collectively, as the "Parties");

WHEREAS, the Parties have entered into the following agreements, each dated as of July 9, 2020, and collectively referred to herein as the "Agreements": (i) that certain Preferred Units Purchase Agreement ("PUPA") pursuant to which Purchaser acquired Preferred Units (as defined in the PUPA) of Company, (ii) that certain Contribution Agreement (the "CA") pursuant to which Purchaser made certain contributions to Company in consideration of the issuance of the Preferred Units as further described therein, and (iii) that certain Amended and Restated Operating Agreement of Company describing the respective rights and obligations of the Members (as defined in the "AROA"); and

WHEREAS, the Parties have determined that it is necessary to amend the Agreements as set forth herein to reflect the contribution of additional capital by Purchaser to Company (the "New Contribution"), the issuance of additional Preferred Units in consideration of the New Contribution (the "New Preferred Units"), and the granting of further security to Purchaser (the "New Security") to secure the obligations of the Company to Purchaser as a Preferred Member under the AROA.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements of the parties set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Schedule I of the PUPA shall be and hereby is amended by deleting Schedule I of the PUPA and replacing it with the version of Schedule I attached hereto to reflect Purchaser's acquisition of the New Preferred Units.

2. Schedule II of the PUPA shall be and hereby is amended by deleting Schedule II of the PUPA and replacing it with the version of Schedule II attached hereto to reflect Company's agreement to grant the New Security to Purchaser.

3. Schedule I of the CA shall be and hereby is amended by deleting Schedule I of the CA and replacing it with the version of Schedule I attached hereto to reflect Purchaser's New Contribution in exchange for the New Preferred Units.

4. Schedule I of the AROA shall be and hereby is amended by adjusting Company's Capital Contribution described on Schedule I of the AROA by an amount equal to the New



Contribution. This Amendment shall constitute an “issuance notice for Preferred Units” in accordance with Section 3.07(d)(iv) of the AROA.

5. The Agreements, as amended by this Amendment, are hereby ratified, approved and confirmed in each and every respect, and the Parties do hereby remake and reaffirm the representations and warranties set forth in the Agreements as if such representations and warranties were made as of the date hereof. Except as specifically amended or modified herein, the Agreements shall continue in full force and effect in accordance with the terms thereof. The execution of this Amendment shall not operate as a waiver of any right, power or remedy of either Party, constitute a waiver of any provision of the Agreements or serve to effect a novation of the obligations under the Agreements. No oral communication from or on behalf of the Parties shall constitute any agreement, commitment or evidence of any assurance or intention of thereof with respect to the subject matter hereof. Any such agreement, commitment, assurance or intention shall be effective only if in writing and duly executed by the Parties. Each of the Parties expressly reserves any and all rights, powers or privileges and/or remedies available to it under the Agreements and applicable law, whether now existing or hereafter arising under the Agreements, or their respective rights, remedies, powers, privileges and defenses arising as a result thereof or otherwise, and no failure on the part of either Party to exercise and no delay in exercising, including without limitation the right to take any enforcement actions, and no course of dealing with respect to any right, remedy, power, privilege or defense under the Agreements, at law or in equity or otherwise, or any other action by the Parties and no acceptance of partial performance or partial payment by the Parties, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, privilege or defense under the Agreements, at law, in equity or otherwise, preclude any other or further exercise thereof or the exercise of any other right, remedy, power, privilege or defense. The rights, remedies, powers, privileges and defenses provided for by the Agreements are cumulative, may be exercised separately, successively or concurrently at the sole discretion of the Party asserting such right, remedy, power, privilege or defense, and are not exclusive of any rights, remedies, powers, privileges and defenses provided at law, in equity or otherwise, all of which are hereby expressly reserved.

6. Sections 6.1, 6.2, 6.3, 6.4, 6.6 and 6.9 of the PUPA are hereby incorporated by reference, mutatis mutandis, as if fully set forth herein.

7. This Amendment may be executed in any number of original, facsimile, or electronic (.pdf) counterparts, all of which taken together shall constitute one and the same instrument.

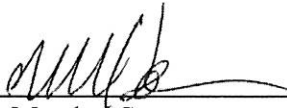
[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO FIRST AMENDMENT AND ISSUANCE NOTICE]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment and Issuance Notice to be duly executed and delivered as of the day and year first above written.

**COMPANY:**

CENTURION ISG FINANCE GROUP, LLC

By:  \_\_\_\_\_  
Name: Marshal Seeman  
Title: President


**PURCHASER:**

PRIME SHORT TERM CREDIT, INC.

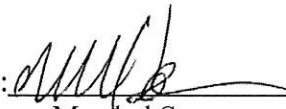
By: \_\_\_\_\_  
Name: Richard Burgess  
Title: President

**CISG:**

CENTURION INSURANCE SERVICES GROUP, LLC

By:  \_\_\_\_\_  
Name: Marshal Seeman  
Title: Member

SPVII  
CENTURION FUNDING SPVII, LLC

By:  \_\_\_\_\_  
Name: Marshal Seeman  
Title: Member

[SIGNATURE PAGE TO FIRST AMENDMENT AND ISSUANCE NOTICE]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment and Issuance Notice to be duly executed and delivered as of the day and year first above written.

**COMPANY:**

CENTURION ISG FINANCE GROUP, LLC

By: \_\_\_\_\_  
Name: Marshal Seeman  
Title: President

**PURCHASER:**

PRIME SHORT TERM CREDIT, INC.

DocuSigned by:  
*Rick Burgess*  
By: \_\_\_\_\_  
Name: Richard Burgess  
Title: President

**CISG:**

CENTURION INSURANCE SERVICES GROUP, LLC

By: \_\_\_\_\_  
Name: Marshal Seeman  
Title: Member

SPVII  
CENTURION FUNDING SPVII, LLC

By: \_\_\_\_\_  
Name: Marshal Seeman  
Title: Member

**Schedule I-1****List of Purchased Preferred Units**

<b>Issuance Date</b>	<b>Number of Preferred Units</b>	<b>Purchase Price</b>	<b>Distribution Rate (%)</b>	<b>Distribution Frequency</b>
7/9/20	2,055,000	\$2,055,000.00	Fifteen Percent (15%) per annum	Monthly by the 10 <sup>th</sup> of each month
7/28/20	1,487,000	\$1,487,000	Fifteen Percent (15%) per annum	Monthly by the 10 <sup>th</sup> of each month

**Total Purchased Preferred Units**

<b>As of:</b>	<b>Total Number of Preferred Units</b>	<b>Total Purchase Price</b>
7/28/20	3,542,000	\$3,542,000

**Schedule II-1****List of Life Insurance Policies**

<b>Issuance Date</b>	<b>Insurer</b>	<b>Policy No.</b>	<b>Face Amount</b>	<b>Insured</b>	<b>Securities Account</b>
10-18-2010	Pacific Life Insurance Company	VF52011960	\$5,000,000.00	Mary Katchis	Wells Fargo Bank N.A. Account No. 48418700
08-28-2008	Phoenix Life	97602213	\$10,000,000.00	Vittorio Gerardi	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
05-04-2009	Lincoln National	JJ7063095	\$5,000,000.00	Gerald Lubell	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800

# EXHIBIT C

## SECOND OMNIBUS AMENDMENT AND ISSUANCE NOTICE

THIS SECOND OMNIBUS AMENDMENT AND ISSUANCE NOTICE ("Second Amendment") is executed and entered into as of December 28, 2020, by and between CENTURION ISG FINANCE GROUP, LLC, a Delaware limited liability company ("Company"), and PRIME SHORT TERM CREDIT, INC., a Delaware corporation ("Purchaser").

WITNESSETH:

WHEREAS, Purchaser has provided, and may further provide in the future, short term financing for Company and its affiliates (referred to herein as "Company Affiliates") to be secured from time to time by, among other things, an interest in the proceeds of certain life insurance policies owned or controlled by Company and Company Affiliates, including but not limited to Centurion Insurance Services Group, LLC, an Ohio limited liability company ("CISG"), and Centurion Funding SPVII, LLC, a Delaware limited liability company ("SPV"; Company, Purchaser, CISG and SPVII, each referred to herein, individually, as a "Party" and, collectively, as the "Parties");

WHEREAS, the Parties have entered into the following agreements, each dated as of July 9, 2020, and collectively referred to herein as the "Agreements": (i) that certain Preferred Units Purchase Agreement ("PUPA") pursuant to which Purchaser acquired Preferred Units (as defined in the PUPA) of Company, (ii) that certain Contribution Agreement (the "CA") pursuant to which Purchaser made certain contributions to Company in consideration of the issuance of the Preferred Units as further described therein, and (iii) that certain Amended and Restated Operating Agreement of Company describing the respective rights and obligations of the Members (as defined in the "AROA");

WHEREAS, the Parties determined that it was necessary to amend the Agreements and pursuant to such determination the Parties entered into that certain First Omnibus Amendment and Issuance Notice dated as of July 28, 2020 (the "First Amendment"), and any reference herein to the PUPA, the CA or the AROA shall mean such Agreements as amended by the First Amendment;

WHEREAS, the Parties have determined that it is necessary to further amend the Agreements as set forth herein to reflect the contribution of additional capital by Purchaser to Company (the "New Contribution"), the issuance of additional Preferred Units in consideration of the New Contribution (the "New Preferred Units"), and the granting of further security to Purchaser (the "New Security") to secure the obligations of the Company to Purchaser as a Preferred Member under the AROA; and

NOW, THEREFORE, in consideration of the premises and the covenants and agreements of the parties set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Schedule I-1 of the PUPA shall be and hereby is amended by deleting Schedule I-1 of the PUPA and replacing it with the version of Schedule I-2 attached hereto to reflect Purchaser's acquisition of the New Preferred Units.

2. Schedule II-1 of the PUPA shall be and hereby is amended by deleting Schedule II-1 of the PUPA and replacing it with the version of Schedule II-2 attached hereto to reflect Company's agreement to grant the New Security to Purchaser.

3. Section 1 of the CA shall be and hereby is amended by deleting the words "Schedule I to the PUPA" and replacing them with the words "Schedule I-2 to the PUPA" in order to reflect Purchaser's New Contribution in exchange for the New Preferred Units.

4. Schedule I of the AROA shall be and hereby is amended by adjusting Company's Capital Contribution described on Schedule I of the AROA by an amount equal to the New Contribution. This Second Amendment shall constitute an "issuance notice for Preferred Units" in accordance with Section 3.07(d)(iv) of the AROA.

5. The Agreements, as amended by this Second Amendment, are hereby ratified, approved and confirmed in each and every respect, and the Parties do hereby remake and reaffirm the representations and warranties set forth in the Agreements as if such representations and warranties were made as of the date hereof. Except as specifically amended or modified herein, the Agreements shall continue in full force and effect in accordance with the terms thereof. The execution of this Second Amendment shall not operate as a waiver of any right, power or remedy of either Party, constitute a waiver of any provision of the Agreements or serve to effect a novation of the obligations under the Agreements. No oral communication from or on behalf of the Parties shall constitute any agreement, commitment or evidence of any assurance or intention of thereof with respect to the subject matter hereof. Any such agreement, commitment, assurance or intention shall be effective only if in writing and duly executed by the Parties. Each of the Parties expressly reserves any and all rights, powers or privileges and/or remedies available to it under the Agreements and applicable law, whether now existing or hereafter arising under the Agreements, or their respective rights, remedies, powers, privileges and defenses arising as a result thereof or otherwise, and no failure on the part of either Party to exercise and no delay in exercising, including without limitation the right to take any enforcement actions, and no course of dealing with respect to any right, remedy, power, privilege or defense under the Agreements, at law or in equity or otherwise, or any other action by the Parties and no acceptance of partial performance or partial payment by the Parties, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, privilege or defense under the Agreements, at law, in equity or otherwise, preclude any other or further exercise thereof or the exercise of any other right, remedy, power, privilege or defense. The rights, remedies, powers, privileges and defenses provided for by the Agreements are cumulative, may be exercised separately, successively or concurrently at the sole discretion of the Party asserting such right, remedy, power, privilege or defense, and are not exclusive of any rights, remedies, powers, privileges and defenses provided at law, in equity or otherwise, all of which are hereby expressly reserved.

6. Sections 6.1, 6.2, 6.3, 6.4, 6.6 and 6.9 of the PUPA are hereby incorporated by reference, mutatis mutandis, as if fully set forth herein.

7. This Second Amendment may be executed in any number of original, facsimile, or electronic (.pdf) counterparts, all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



[SIGNATURE PAGE TO SECOND AMENDMENT AND ISSUANCE NOTICE]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment and Issuance Notice to be duly executed and delivered as of the day and year first above written.

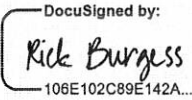
**COMPANY:**

CENTURION ISG FINANCE GROUP, LLC

By: \_\_\_\_\_  
Name: Marshal Seeman  
Title: President

**PURCHASER:**

PRIME SHORT TERM CREDIT, INC.

By:  \_\_\_\_\_  
Name: Richard Burgess  
Title: President

**CISG:**

CENTURION INSURANCE SERVICES GROUP, LLC

By: \_\_\_\_\_  
Name: Marshal Seeman  
Title: Member

SPVII  
CENTURION FUNDING SPVII, LLC


By: \_\_\_\_\_  
Name: Marshal Seeman  
Title: Member

[SIGNATURE PAGE TO SECOND AMENDMENT AND ISSUANCE NOTICE]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment and Issuance Notice to be duly executed and delivered as of the day and year first above written.

**COMPANY:**

CENTURION ISG FINANCE GROUP, LLC

By:  \_\_\_\_\_  
Name: Marshal Seeman  
Title: President

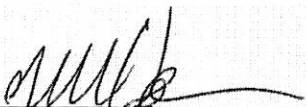
**PURCHASER:**

PRIME SHORT TERM CREDIT, INC.


By: \_\_\_\_\_  
Name: Richard Burgess  
Title: President

**CISG:**

CENTURION INSURANCE SERVICES GROUP, LLC

By:  \_\_\_\_\_  
Name: Marshal Seeman  
Title: Member

SPVII  
CENTURION FUNDING SPVII, LLC

By:  \_\_\_\_\_  
Name: Marshal Seeman  
Title: Member

**Schedule I-1**

**List of Purchased Preferred Units**

<b>Issuance Date</b>	<b>Number of Preferred Units</b>	<b>Purchase Price</b>	<b>Distribution Rate (%)</b>	<b>Distribution Frequency</b>
7/09/20	2,055,000	\$2,055,000.00	Fifteen Percent (15%) per annum	Monthly by the 10 <sup>th</sup> of each month
7/28/20	1,487,000	\$1,487,000.00	Fifteen Percent (15%) per annum	Monthly by the 10 <sup>th</sup> of each month
12/08/20	1,958,000	\$1,958,000.00	Fifteen Percent (15%) per annum	Monthly by the 10 <sup>th</sup> of each month

**Total Purchased Preferred Units**

<b>As of:</b>	<b>Total Number of Preferred Units</b>	<b>Total Purchase Price</b>
12/08/20	5,500,000	\$5,500,000

**Schedule II-1**

**List of Life Insurance Policies**

<b>Issuance Date</b>	<b>Insurer</b>	<b>Policy No.</b>	<b>Face Amount</b>	<b>Insured</b>	<b>Securities Account</b>
10-18-2010	Pacific Life Insurance Company	VF52011960	\$5,000,000.00	Mary Katchis	Wells Fargo Bank N.A. Account No. 48418700
08-28-2008	Phoenix Life	97602213	\$10,000,000.00	Vittorio Gerardi	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
05-04-2009	Lincoln National	JJ7063095	\$5,000,000.00	Gerald Lubell	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
4-17-2008	Phoenix Life	97526654	\$3,200,000.00	William Branscome	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
12-28-2009	Pacific Life Insurance Company	VF51775180	\$3,000,000.00	Carrozza	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
10-16-2011	ING	4013494	\$5,000,000.00	John Dunning	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
2-26-2009	Security Life of Denver	1642192	\$2,000,000.00	Leila Finkelstein	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
5-25-2001	General American Life Ins. Co	16004097	\$5,000,000.00	John Going	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
8-7-2008	Reliastar Life Ins. Co of NY	4501134	\$3,500,000.00	Robert Green	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
7-13-2007	Lincoln	JP5581536	\$1,900,000.00	Mae Greenspan	Wells Fargo Bank

	National				N.A. Account No. 4121964266, FFC Acct # 49509800
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8-3-2011	ReliaStar Life Insurance Co.	4013267	\$5,000,000.00	Barbara Harari	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
2-21-1999	West Coast Life	ZUA370192	\$2,792,165.00	Arlyne Hoffman	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
8-24-2008	Pacific Life Insurance Company	VF51712390	\$4,000,000.00	Arthur Horowitz	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
2-11-2010	Lincoln National	JJ7136409	\$5,000,000.00	Phyllis Kilik	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
2-22-2006	MetLife	7472368	\$5,000,000.00	Kozloff	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
2-22-2006	MetLife	7472370	\$5,000,000.00	Kozloff	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
5-16-2008	Lincoln National	JJ7022045	\$2,500,000.00	Rose Krinetz	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
5-19-2010	Pacific Life Insurance Company	VF51976750	\$5,000,000.00	Claudia Krizek	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
2-10-2008	Lincoln	JJ7049361	\$3,000,000.00	Arlene LaPera	Wells Fargo Bank N.A.

					Account No. 4121964266, FFC Acct # 49509800
6-18-2007	Phoenix Life	97521965	\$3,000,000.00	Edmund Laveck	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
8-5-2008	Security Life of Denver	1629634	\$2,750,000.00	Levine, Jacqueline	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
12-8-2010	Pacific Life Insurance Company	VF52044290	\$2,000,000.00	Richard Parmelee	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800

8-17-2007	Phoenix Life	97523214	\$3,000,000.00	Barbara Resnick	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
12-21-2007	Penn	8206685	\$5,000,000.00	Charles Smith	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
7-26-2011	Pacific Life Insurance Company	VF52144080	\$2,500,000.00	Steiner	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800
6-25-2011	Ameritas	I00000149A	\$5,000,000.00	Sandra Weiss	Wells Fargo Bank N.A. Account No. 4121964266, FFC Acct # 49509800

# EXHIBIT D



# Prime STC Inc.

## Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Investment-Centurion Ins Svrs-Pref Shares									
06/24/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0624B1QGC08C007838 TRN: 5247820176ES 06/24	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	300,000.00	300,000.00
06/29/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0629B1QGC03C011360 TRN: 7167320181ES 06/29	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	500,000.00	800,000.00
07/06/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0706B1QGC06C011411 TRN: 7333220188ES 07/06	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	200,000.00	1,000,000.00
07/08/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0708B1QGC07C009002 TRN: 5825320190ES 07/08	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	100,000.00	1,100,000.00
07/10/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0710B1QGC08C006969 TRN: 5121020192ES 07/10	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	200,000.00	1,300,000.00
07/21/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT/BNF/FOR: CENTURION INSURANCE SERVICES GROUP, LLC IMAD: 0721B1QGC03C005117 TRN: 4772420203ES 07/21	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	100,000.00	1,400,000.00
07/23/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT/BNF/FOR CENTURION INSURANCE SERVICES GROUP, LLC IMAD: 0723B1QGC03C006399 TRN: 4942820205ES 07/23	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	125,000.00	1,525,000.00
07/28/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PURCHASE OF CENT ISG FIN GRP PREF SHARES/BNF/CENTURION ISG FINANCE GRO UP, LLC IMAD:	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	100,000.00	1,625,000.00

# Prime STC Inc.

## Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
07/28/2020	Expense		No		0728B1QGC08C008581 TRN: 6900620210ES 0 ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT/BNF/RE: CENTURION ISG FINANCE GROUP, LLC IMAD: 0728B1QGC05C007605 TRN: 5868020210ES 07/28	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	400,000.00	2,025,000.00
07/30/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0730B1QGC06C007157 TRN:	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	5,000.00	2,030,000.00
08/03/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0803B1QGC04C004838 TRN: 3314240216ES 08/03	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	100,000.00	2,130,000.00
08/04/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0804B1QGC02C007038 TRN:	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	100,000.00	2,230,000.00
08/11/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0811B1QGC06C006717 TRN: 5417020224ES 08/11	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	307,000.00	2,537,000.00
08/12/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0812B1QGC05C004010 TRN:	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	50,000.00	2,587,000.00
08/17/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0817B1QGC07C012958 TRN: 7137820230ES 08/17	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	100,000.00	2,687,000.00
08/28/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF	Investment-Centurion Ins Svrs-	Checking (3830 now 3229BMO)	40,000.00	2,727,000.00

# Prime STC Inc.

## Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
					SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0828B1QGC03C010081 TRN:	Pref Shares			
08/31/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0831B1QGC04C003027 TRN:	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	130,000.00	2,857,000.00
09/03/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0903B1QGC06C002018 TRN:	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	40,000.00	2,897,000.00
09/09/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0909B1QGC08C014957 TRN:	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	100,000.00	2,997,000.00
09/11/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0911B1QGC08C009627 TRN: 3271230255ES 09/11	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	450,000.00	3,447,000.00
09/14/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0914B1QGC05C006955 TRN: 3239680258ES 09/14	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	150,000.00	3,597,000.00
09/21/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0921B1QGC02C016700 TRN:	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	100,000.00	3,697,000.00
09/23/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0923B1QGC05C008485 TRN: 3261530267ES 09/23	Investment-Centurion Ins Svrs-Pref Shares	Checking (3830 now 3229BMO)	100,000.00	3,797,000.00
09/25/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013	Investment-	Checking	200,000.00	3,997,000.00

# Prime STC Inc.

## Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
					A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PEF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0925B1QGC06C006492 TRN:	Centurion Ins Svrs- Pref Shares	(3830 now 3229BMO)		
10/02/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 1002B1QGC05C006155 TRN: 3238820276ES 10/02	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	100,000.00	4,097,000.00
10/07/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PEF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 1007B1QGC04C006478 TRN:	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	100,000.00	4,197,000.00
10/20/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PEF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 1020B1QGC03C008346 TRN:	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	100,000.00	4,297,000.00
10/26/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PEF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 1026B1QGC06C007147 TRN:	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	200,000.00	4,497,000.00
11/05/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PEF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 1105B1QGC05C006739 TRN:	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	360,000.00	4,857,000.00
12/15/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT/BNF/PRIME STC INVESTMENT IMAD: 1215B1QGC02C015608 TRN: 3432520350ES 12/15	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	124,000.00	4,981,000.00
12/17/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 1217B1QGC03C009946 TRN:	Investment- Centurion Ins Svrs-	Checking (3830 now 3229BMO)	50,000.00	5,031,000.00

# Prime STC Inc.

## Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
12/18/2020	Expense		No		3246670352ES 12/17 ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 1218B1QGC03C011371 TRN: 3430520353ES 12/18	Pref Shares Investment-Centurion Ins Svrs-	Checking (3830 now 3229BMO)	100,000.00	5,131,000.00
12/23/2020	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 1223B1QGC03C013105 TRN: 3477350358ES 12/23	Pref Shares Investment-Centurion Ins Svrs-	Checking (3830 now 3229BMO)	150,000.00	5,281,000.00
01/08/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0108B1QGC03C011584 TRN:	Pref Shares Investment-Centurion Ins Svrs-	Checking (3830 now 3229BMO)	50,000.00	5,331,000.00
02/03/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0203B1QGC01C005108 TRN:	Pref Shares Investment-Centurion Ins Svrs-	Checking (3830 now 3229BMO)	200,000.00	5,531,000.00
02/12/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0212B1QGC02C006461 TRN:	Pref Shares Investment-Centurion Ins Svrs-	Checking (3830 now 3229BMO)	200,000.00	5,731,000.00
02/19/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0219B1QGC04C006923 TRN:	Pref Shares Investment-Centurion Ins Svrs-	Checking (3830 now 3229BMO)	200,000.00	5,931,000.00
02/23/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0223B1QGC08C004560 TRN:	Pref Shares Investment-Centurion Ins Svrs-	Checking (3830 now 3229BMO)	100,000.00	6,031,000.00
02/25/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013	Pref Shares Investment-	Checking	200,000.00	6,231,000.00

# Prime STC Inc.

## Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
					A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0225B1QGC01C007299 TRN:	Centurion Ins Svrs- Pref Shares	(3830 now 3229BMO)		
03/12/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 3448391071ES 03/12	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	100,000.00	6,331,000.00
03/15/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0315B1QGC05C012899 TRN:	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	56,000.00	6,387,000.00
03/22/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0322B1QGC07C011821 TRN:	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	100,000.00	6,487,000.00
03/25/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 3204631084ES 03/25	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	40,000.00	6,527,000.00
03/29/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0329B1QGC07C005645 TRN:	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	70,000.00	6,597,000.00
03/30/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0330B1QGC06C026354 TRN:	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	40,000.00	6,637,000.00
04/01/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0401B1QGC06C025024 TRN:	Investment- Centurion Ins Svrs-	Checking (3830 now 3229BMO)	323,484.90	6,960,484.90

# Prime STC Inc.

## Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
04/15/2021	Expense		No		3476931091ES 04/01 ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF MEMBER UNITS/BNF/RE: CENTURION ISG FINANCE GROUP, LLC IMAD: 0415B1QGC05C008576	Pref Shares Investment-Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	100,000.00	7,060,484.90
04/19/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC TRN: 3220481109ES 04/19	Investment-Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	50,000.00	7,110,484.90
04/22/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT IMAD: 0422B1QGC02C007752 TRN: 3391231112ES 04/22	Investment-Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	50,000.00	7,160,484.90
05/04/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC INVESTMENT/BNF/PREF SHARE PURCHASE CENTURION ISG FIN IMAD: 0504B1QGC01C008896 TRN: 3299811124ES 05/04	Investment-Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	200,000.00	7,360,484.90
05/11/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC ADDITIONAL INVESTMENT/BNF/FOR SEEMAN HOLTZ IMAD: 0511B1QGC01C005940 TRN: 3233021131ES 05/11	Investment-Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	50,000.00	7,410,484.90
05/12/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/PRIME STC -PURCHASE OF CENT ISG FIN GRP PREF SHARE S IMAD: 0512B1QG	Investment-Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	200,000.00	7,610,484.90
05/18/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: U S BK CINCINNATI/042000013 A/C: CENTURION INSURANCE SERVICES GROUP BOCA RATON FL 33431 US REF: PRIME STC -PURCHASE OF CENT ISG FINGRP PREF SHARES/BNF/RE: CENTURION I SG FINANCE GROUP, LLC IMAD: 0518B1QGC01C008294 TRN:	Investment-Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	300,000.00	7,910,484.90
05/21/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: FIRSTAR	Investment-	Checking	55,000.00	7,965,484.90

# Prime STC Inc.

## Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
					NAPERVILLE/071904779 A/C: XO HOLDING LLC 653 CHICAGO IL 60618 US REF: INITIAL DRAW/BNF/XO HOLDING LLC IMAD: 0521B1QGC05C008668 TRN: 3343291141ES 05/21	Centurion Ins Svrs- Pref Shares	(3830 now 3229BMO)		
05/27/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: UNITY BANK NJ/021210057 A/C: MAJESTIC TITLE AGENCY WHITEHOUSE STATION NJ 08889 US REF: FILE 4044739 - 453 WEST GROVE LLC 2115 LAKE AVE/BNF/FOR MAJESTIC TITLE AGENCY IMAD: 0527B1QGC03C001737 TRN: 3001561147ES 05/27	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	56,189.73	8,021,674.63
06/01/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: CAPITAL ONE NA/031176110 A/C: ENZO GENCARELLI FLANDER NJ 07836 US REF: INITIAL DRAW/BNF/ENZO GENCARELLI IMAD: 0601B1QGC08C034069 TRN: 3919971152ES 06/01	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	133,906.00	8,155,580.63
06/04/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: ILLINOIS B&T/071925554 A/C: WILL HUNTER PROP AND ACME GRINDING BELVIDERE IL 61008 US REF: INITIAL LOAN PAYOFFS/BNF/REF 1018147235 AND 1078147233 IMAD: 0604B1QGC07C014993 TRN: 3547121155ES 06/04	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	365,000.00	8,520,580.63
06/07/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: INLAND B&T/071925596 A/C: LUCIAN GRIJA OAK PARK IL 60304 US REF: SHORT TERM LOAN/BNF/LUCIAN GRIJA - DACIA MEDICAL PROFESSION CORP IMAD: 0607B1QGC05C014235 TRN: 3502921158ES 06/07	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	5,000.00	8,525,580.63
06/16/2021	Expense		No		ONLINE DOMESTIC WIRE TRANSFER VI A: FIRSTAR NAPERVILLE/071904779 A/C: XO HOLDING LLC 653 CHICAGO IL 60618 US REF: INITIAL DRAW/BNF/XO HOLDING LLC IMAD: 0616B1QGC08C005110 TRN: 3068791167ES 06/16	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	50,000.00	8,575,580.63
09/08/2021	Expense		No		FED WIRE TRANSFER DEBIT 210908275462	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	100,000.00	8,675,580.63
09/16/2021	Expense		No		FED WIRE TRANSFER DEBIT 210916532714	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	50,000.00	8,725,580.63
09/24/2021	Expense		No		FED WIRE TRANSFER DEBIT 210924779161	Investment- Centurion Ins Svrs- Pref Shares	Checking (3830 now 3229BMO)	100,000.00	8,825,580.63



# Prime STC Inc.

## Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
10/31/2021	Journal Entry	2	No		To record assets transferred to Prime from LP	Investment- Centurion Ins Svrs- Pref Shares	-Split-	270,000.00	9,095,580.63
<b>Total for Investment-Centurion Ins Svrs-Pref Shares</b>								<b>\$9,095,580.63</b>	
<b>TOTAL</b>								<b>\$9,095,580.63</b>	