

**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,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.
D/B/A SEEMAN HOLTZ,
MARSHAL SEEMAN,
CENTURION INSURANCE SERVICES GROUP, LLC,
BRIAN J. SCHWARTZ,
EMERALD ASSETS 2018, LLC,
INTEGRITY ASSETS 2016, LLC,
INTERGRITY ASSETS, LLC,
PARA LONGEVITY 2014-5, LLC,
PARA LONGEVITY 2015-3, LLC,
PARA LONGEVITY 2015-5, LLC
PARA LONGEVITY 2016-3, LLC,
PARA LONGEVITY 2016-5, LLC,
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PARA LONGEVITY 2019-5, LLC,
PARA LONGEVITY 2019-6, LLC,
PARA LONGEVITY VI, LLC,
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,
VALENTINO GLOBAL HOLDINGS, LLC,
AMERITONIAN ENTERPRISES, LLC,
SEEMAN-HOLTZ CONSULTING CORP.,
CENTURION ISG Holdings, LLC,
CENTURION ISG Holdings II, LLC,
CENTURION ISG (Europe) Limited,
CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

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.

**MOTION TO APPROVE SETTLEMENT AGREEMENT AND
AGREED ORDER OF DISMISSAL WITHOUT PREJUDICE**

Plaintiff, the State of Florida, Office of Financial Regulation (“OFR”), Defendant Prime Short Term Credit Inc. (“PSTC”), and Non-Party Richard L. Burgess, individually and as President, Chief Executive Officer, Manager, and Controlling Owner of PSTC (“Burgess”), have agreed to the terms of a Settlement Agreement (“Agreement”), attached hereto as Exhibit A. Pursuant to the Agreement, the OFR is authorized to move for entry of a proposed Order of Dismissal without prejudice (“Order of Dismissal”), attached hereto as Exhibit B, and other relief as set forth in the Agreement and referenced in the Order of Dismissal. In support of this Motion, the OFR maintains:

1. The OFR is authorized by section 517.191, Florida Statutes, to bring its action and to reach a resolution of its action under the conditions set forth in the Agreement, and requests entry of the Order of Dismissal.
2. PSTC through Burgess and Burgess, individually, have acknowledged and agreed to this Court’s personal and subject matter jurisdiction in the above styled matter, have entered into the Agreement, and have agreed to the entry of the Order of Dismissal.

WHEREFORE, the OFR respectfully requests (i) approving the terms of the Agreement, (ii) granting this Motion, (iii) entering the proposed Order of Dismissal, and (iv) granting such other and additional relief as the Court deems just and proper.

Dated: August 29, 2025

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION
OFFICE OF GENERAL COUNSEL
Counsel for Plaintiff OFR
200 East Gaines Street
Tallahassee, Florida 32309
Tel. (813) 218-5327
Fax (850) 410-9663

By: /s/ A. Gregory Melchior
A. Gregory Melchior, FBN 407290
greg.melchior@flofr.gov
George Bedell, FBN 363385
george.bedell@flofr.gov

CERTIFICATE OF SERVICE

I hereby certify that on August 29, 2025, the foregoing was filed using the Court's E-Filing Portal, which served a copy of the foregoing electronically upon all electronic service parties on the attached Service List. I further certify that a true and correct copy of the foregoing was served electronically by email upon Prime Short Term Credit Inc. and Richard L. Burgess.

By: /s/ A. Gregory Melchior

Prime Short Term Credit Inc.
Richard L. Burgess, President
Richard L. Burgess, Individually
213 W Wesley St, Ste 201
Wheaton, IL 60187
rick@primestc.com

Nancy Fallon-Houle
Velocity Law, LLC
14930 Allison Lane
Homer Glen, IL 60491
nfallon@velocitylaw.com
*Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess
as to Settlement Agreement and Order of Dismissal*

J. Stephen Menton
Rutledge Ecenia
119 South Monroe Street
Suite 202
Tallahassee, Florida 32301
smenton@rutledge-ecenia.com
*Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess
as to Settlement Agreement and Order of Dismissal*

A. Gregory Melchior, Esq.
George Bedell, Esq.
Office of General Counsel
Florida Office of Financial Regulation
200 East Gaines Street
Tallahassee, Florida 32309
greg.melchior@flofr.gov
george.bedell@flofr.gov
Attorneys for Plaintiff

Daniel J. Stermer, Esq.
Development Specialists, Inc.
500 E. Broward Boulevard, Suite 1700
Fort Lauderdale, Florida 33394
dstermer@DSIConsulting.com
Receiver

Brian G. Rich, Esq.
Gavin C. Gaukroger, Esq.
Michael J. Niles, Esq.
Berger Singerman LLP
525 Okeechobee Boulevard, Suite 1250
West Palm Beach, FL 33401
brich@bergersingerman.com
ggaukkroger@bergersingerman.com
mniles@bergersingerman.com
Attorneys for Receiver, Daniel J. Stermer

Gary A. Woodfield, Esq
Nason Yeager Gerson Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410
gwoodfield@nasonyeager.com
sdaversa@nasonyeager.com
Counsel for The Estate of Eric Charles Holtz

Victoria R. Morris, Esq.
Andrew C. Lourie, Esq.
Kobre & Kim LLP
201 South Biscayne Boulevard, Suite 1900
Miami, FL 33131
Andrew.Lourie@kobrekim.com
Victoria.Morris@kobrekim.com
Attorneys for Relief Defendant Seeman Holtz Property and Casualty LLC

Joshua W. Dobin, Esq.
James C. Moon, Esq.
Meland Budwick, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, FL 33131
jdobin@melandbudwick.com
jmoon@melandbudwick.com
mramos@melandbudwick.com
Attorneys for Teleios LS Holdings V DE, LLC and Teleios LS Holdings IV DE, LLC

Bernard Charles Carollo, Jr., Esq.
John J. Truitt, Esq.
William Leve, Esq.
Vernon Litigation Group
8985 Fontana Del Sol Way
Naples, FL 34109
bcarollo@vernonlitigation.com
jtruitt@vernonlitigation.com
wleve@vernonlitigation.com
nzumaeta@vernonlitigation.com
Attorneys for Edwin and Karen Ezrine, Intervenors and Tom Echolds, Interested Party

Gary M. Murphree, Esq.
Brandy Abreu, Esq.
AMLaw, LC
10743 SW 104th Street
Miami, FL 33186
gmm@amlaw-miami.com
babreu@amlaw-miami.com
mramirez@amlaw-miami.com
pleadings@amlaw-miami.com
Attorneys for Zoe Seijas and Victor Seijas, Jr., Trustees of Victor Seijas Living Trust

Harris J. Koroglu, Esq.
Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
hkoroglu@shutts.com
Attorney for or MCM 301 Yamato LLC

Adam J. Ruttenberg, Esq.
Arent Fox Schiff, LLP
800 Boylston Street
32nd Floor Boston, MA 02199
adam.ruttenberg@afslaw.com
Attorney for Pelican Capital Management, LLC

Todd A Zuckerbrod, Esq.
Todd A Zuckerbrod, P.A.
40 SE 5th Street, Suite 400
Boca Raton, FL
tz@tzbrokerlaw.com
Attorney for Richard Donoff, Peter Beck, Daniel Cucuiat

Angela C. Flowers, Esq.
Kubicki Draper
13906 N.E. 20th Avenue, Building 500
Ocala, FL 34470
af-kd@kubickidraper.com
Attorney for Pelican Capital Management, LLC

Exhibit A

(Settlement Agreement and attached proposed Order as
Exhibit I to Settlement Agreement)

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OFFICE OF FINANCIAL REGULATION,

Plaintiff,

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CASE NO.: 50-2021-CA-008718-XXXX-MB

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CENTURION INSURANCE SERVICES GROUP, LLC,
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PRIME SHORT TERM CREDIT INC.,

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.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is effective and ratified as of the last date executed below and is by and between Defendant Prime Short Term Credit Inc. (“PSTC”); Non-Party Richard L. Burgess, individually and as President, Chief Executive Officer, Manager, and Controlling Owner of PSTC (“Burgess”), who submits to the jurisdiction of the Court for purposes of this Agreement and its enforcement; and Plaintiff State of Florida, Office of Financial Regulation (“OFR”) (PSTC, Burgess, and OFR collectively, the “Settling Parties”).

WHEREAS, PSTC through Burgess, its undersigned representative, acknowledges having been served with a Summons and the Complaint, acknowledges PSTC’s filing through counsel of its Answer to the Complaint, and admits this Court’s jurisdiction over PSTC and the subject matter of this Complaint and Agreement.

WHEREAS, Burgess as President, Chief Executive Officer, Manager, and Controlling Owner of PSTC, acknowledges and affirms under penalty of perjury as set forth in the notarized execution below, that Burgess is authorized to enter this Agreement on behalf of PSTC.

WHEREAS, Burgess, individually, was not named as a Defendant in the Complaint but Burgess acknowledges and submits to the jurisdiction of the Court over Burgess solely for purposes of this Agreement and its enforcement and not for any other purpose now or in the future. Burgess

acknowledges and admits this Court's personal jurisdiction over Burgess and the subject matter of the Complaint and this Agreement.

WHEREAS, the OFR filed its Complaint on July 2, 2021, alleging the illicit operation of a \$300 million promissory note scheme, principally directed at the activities of Defendant National Senior Insurance d/b/a Seeman Holtz ("Seeman Holtz") and the sale of promissory notes issued or sold through multiple affiliated corporate entity Defendants, which were owned or controlled by individual Defendants Marshal Seeman, Eric Holtz, and Brian Schwartz (the Seeman Holtz controlled entities collectively, the "Seeman Holtz Entities");

WHEREAS, PSTC was and remains principally owned and controlled by Burgess.

WHEREAS, PSTC is distinct from, and is unrelated to, the Seeman Holtz Entities and there is no evidence that PSTC has ever been under the control or common control by the Seeman Holtz Entities, or that Burgess was a principal or a control person of the Seeman Holtz Entities;

WHEREAS, PSTC and Burgess have been monetarily damaged by investing in the Seeman Holtz Entities;

WHEREAS, the Seeman Holtz Entities were subsequently placed in Receivership by Order of the Court and remain in Receivership;

WHEREAS, Count X of the OFR's Complaint named PSTC as a Defendant and alleged PSTC acted as an unregistered securities dealer in Florida in 2020 and 2021, while offering and selling securities and claiming a federal exemption to the registration of these securities pursuant to Rule 506(b) of Regulation D, 17 CFR § 230.506 (the "Reg D Offering");

WHEREAS, additional Counts IX, and XI - XVI were alleged against PSTC and together with Count X are to be dismissed without prejudice pursuant to the Agreement below;

WHEREAS, the OFR generally alleged and maintains that sales agents, who were affiliated with the Seeman Holtz Entities, assisted with sales of PSTC's Reg D private placement of preferred stock in its fund that invested, among other investments, in the Seeman Holtz Entities. PSTC denies the scope of the sales agents' involvement but acknowledges certain investors who had previously invested in the Seeman Holtz Entities, were known to the sales agents, and were introduced to PSTC. PSTC acknowledges that more than \$20 million was raised through its Reg D offering, that certain of these funds were invested by PSTC in at least two of the Seeman Holtz Entities, and that the funds invested in the Seeman Holtz Entities are now part of the receivership estate that holds limited assets and has other investor claims against the Seeman Holtz Entities in excess of \$300 million, each as indicated in the Receiver's reports to the Court;

WHEREAS, PSTC has filed a Proof of Claim with the Receiver seeking the return of approximately \$11 million from the receivership estate ("PSTC's Receivership Claim");

WHEREAS, PSTC maintains it has made and continues to make monetary distributions to investors pursuant to its Reg D Offering, after receiving approximately \$700,000 in distributions from the Seeman Holtz Entities pre-Receivership and no distributions from the Receivership estate; and PSTC maintains that it is also a victim of the Seeman Holtz Entities enterprise;

WHEREAS, the OFR seeks to assure repayment of amounts invested in PSTC's Reg D Offering to the investors, independent of any contractual obligation that may exist between PSTC and PSTC's Reg D investors; and

WHEREAS, upon full execution of this Agreement, the Settling Parties through the OFR will cause the filing of a Motion to Approve Settlement Agreement and a proposed Agreed Order of Dismissal Without Prejudice ("Motion"), which will include this Agreement as well as the proposed Order of Dismissal. The proposed Order of Dismissal is attached hereto as Exhibit I.

NOW THEREFORE, for good and valuable consideration, the Settling Parties agree as follows:

1. The above recitals are true and correct and are an integral and essential part of this Agreement.
2. PSTC through Burgess and Burgess individually agree that each is entering into this Agreement voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the OFR or any employee, agent, or representative of the OFR to induce PSTC and Burgess to enter into this Agreement.
3. PSTC and Burgess agree that this Agreement is intended to resolve only the claims asserted against PSTC by the OFR in this civil action. PSTC and Burgess further agree that this Agreement shall not be construed to impair, impact or preclude any individual or entity's contractual or other legal rights as investors in the PSTC Reg D offering, including, but not limited to, the right to seek any legal remedy available.
4. PSTC and Burgess acknowledge that no promise or representation has been made by the OFR or any employee, agent, or representative of the OFR with regard to any other civil or criminal liability that may have arisen or may arise from the facts alleged in the Complaint or immunity from any such civil or criminal liability. PSTC and Burgess waive any future claim of double jeopardy based upon this Agreement, including the imposition of any remedy or relief identified herein.
5. PSTC agrees to use its best efforts to continue to timely repay investors all principal sums invested in the Reg D Offering.
6. Burgess personally guarantees the timely repayment to investors of all principal sums invested in the Reg D Offering.

7. OFR hereby voluntarily dismisses without prejudice Counts IX – XVI of the Complaint solely as to PSTC, and not as to any other Defendant or Relief Defendant.

8. In connection with any dispute under the terms of this Agreement or motion to enforce this Agreement brought before the Court:

a. PSTC and Burgess agree that each shall not challenge the validity of this Agreement;

b. PSTC and Burgess agree that solely for the purposes of any motion to enforce this Agreement, that they will not contest the allegations of the Complaint of sales by an unregistered dealer;

c. PSTC and Burgess agree that each shall be precluded from arguing that PSTC did not violate Florida dealer registration laws as alleged in the Complaint; and

d. PSTC and Burgess agree that the Court may determine the issues raised in any motion or motions involving the repayment to investors on the basis of affidavits, excerpts of sworn deposition or investigative testimony, documentary evidence of amounts invested and returned. In connection with any motion by OFR to enforce this Agreement, the OFR, PSTC and Burgess may take discovery, including discovery from appropriate non-parties and submit evidence to the Court.

9. In addition to the OFR's right to seek enforcement of this Agreement, PSTC agrees that in the event of its substantial non-compliance with the terms of this Agreement, as reasonably determined by the OFR, the OFR may also re-file claims against PSTC, subject to the Court's approval, which were originally alleged by the OFR in Counts IX - XVI of the Complaint. In the event of such re-filing, PSTC agrees it will not assert any defense related to statute of limitations, timeliness, laches, and personal or subject matter jurisdiction. This provision shall not be construed

to limit the OFR from seeking any other remedy provided by this Agreement or by law to enforce compliance with the terms of this Agreement. Additionally, in connection with any re-filing by OFR of claims, PSTC further waives statute of limitations, laches or any other timeliness or due process defense for all previously filed claims and causes of action as well as all other claims or causes of action arising under chapter 517, Florida Statutes, that may be brought by the OFR for newly discovered violations chapter 517, Florida Statutes, in any way related to the Seeman Holtz Entities or its sales agents or former sales agents.

10. Burgess agrees that in the event of PSTC's or Burgess's substantial non-compliance with the terms of this Agreement, as reasonably determined by the OFR, the OFR may file claims against Burgess for causes of action alleged in Counts IX – XVI. In the event of such filing, Burgess agrees he will not assert any defense related to statute of limitations, timeliness, laches, and personal or subject matter jurisdiction. This provision shall not be construed to limit the OFR from seeking any other remedy provided by this Agreement or by law to enforce compliance with the terms of this Consent. Additionally, in connection with any filing by OFR of claims and causes of action, Burgess further waives statute of limitations, laches or any other timeliness or due process defense for all causes of action arising under chapter 517, Florida Statutes, that may be brought by the OFR for violations of chapter 517, Florida Statutes, in any way related to the Seeman Holtz Entities or its sales agents or former sales agents.

11. PSTC maintains that its Proof of Claim filed with the Receivership, dated August 24, 2022, was filed on behalf of itself and derivatively on behalf of investors in PSTC's Reg D offering ("PSTC investors"). PSTC agrees that if it receives any distributions as a result of its Proof of Claim, or under any other claim filed pursuant to the Receivership's claims procedure, which has been established by Court Order, PSTC shall immediately distribute those funds to the PSTC investors.

PSTC agrees that it shall not be entitled to distributions, directly or derivatively, under PSTC's Proof of Claim, or under any other claim filed pursuant to the Receivership's claims procedure, prior to the Receivership distributing at least 80% of claims submitted by direct investors in the Seeman Holtz Entities ("SH direct investors"), which are approved for distributions by the Court. In the event the 80% threshold is reached, PSTC may seek and accept distributions solely for the benefit of PSTC investors, subject to the approval of the Court, but only thereafter on a pro rata basis with the SH direct investors and only in the event that PSTC investors, who are to receive repayment of all principal funds invested pursuant to Paragraphs 5 and 6 above or by other means, have not been repaid.

12. PSTC and Burgess agree that solely for purposes of exceptions to discharge set forth in § 523 of the Bankruptcy Code, 11 U.S.C. § 523, the unregistered dealer allegations of Count X of the Complaint are true and admitted by PSTC and acknowledged by Burgess, and further, any debt for repayment of principal sums invested under this Agreement as acknowledged by PSTC and Burgess herein, or any other judgement or order that may be subsequently entered against PSTC or Burgess in connection with this Agreement, is a debt for the violation by PSTC of the State of Florida's dealer registration laws or any regulation or order issued under such laws, as set forth in § 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19), which is a debt that is not dischargeable by PSTC, and is a debt guaranteed by Burgess which is not dischargeable.

13. Neither this Agreement nor the Order of Dismissal constitute a bad actor disqualification under Rule 506(d) and Rule 504(b)(3) of Regulation D, Rule 262 of Regulation A, and Rule 503 of Regulation Crowdfunding ("Regulation CF") of the federal Securities Act of 1933, 15 U.S.C. §§ 77a., and shall not be construed as a disqualification.

14. PSTC through Burgess and Burgess agree to voluntarily appear at any additional hearing or deposition regarding this Agreement, upon the reasonable request of the OFR.

15. PSTC and Burgess waive and release the OFR, its agents and representatives, and employees from any and all causes of action, if any, that PSTC or Burgess may have arising from or relating to the subject matter hereof. The OFR agrees to accept this release on behalf of itself and its agents, representatives, and employees without acknowledging and expressly denying that any such cause or causes of action may exist.

16. The Settling Parties agree that each shall be solely responsible for its own attorneys' fees, other fees, costs, and expenses incurred up to the entry of the Agreement. PSTC and Burgess further agree that each shall not seek reimbursement from entities currently subject to Receivership, the State of Florida, the OFR, and from any other agency of the State of Florida. For these purposes, PSTC and Burgess agree that PSTC and Burgess are not a prevailing party, since the Settling Parties have reached a good faith settlement.

17. The Settling Parties agree that should any provision of this Agreement or the application thereof to any person or circumstance be held invalid, such invalidity shall not affect other provisions or applications that can be given effect without the invalid provision. To this extent, the Settling Parties agree that the provisions of this Agreement are severable.

18. PSTC and Burgess waive service of the fully executed Agreement and agree that the OFR's filing with the Clerk of the Motion, which shall contain this Agreement and the proposed Order of Dismissal, shall constitute notice to PSTC and Burgess of its fully executed terms and conditions.


19. PSTC waives the right, if any, to a jury trial and to appeal from the entry of the Agreement.

20. PSTC waives entry of findings of fact and conclusions of law.

21. PSTC agrees that the OFR may present the proposed Order of Dismissal to the Court for signature and entry without further notice.

22. PSTC agrees that following the issuance of the Order of Dismissal, the Court shall retain jurisdiction of this matter for the purposes of enforcement, modification, or construction of the terms of the Agreement and the Order of Dismissal.

PRIME SHORT TERM CREDIT INC.



Richard L. Burgess
President and Chief Executive Officer

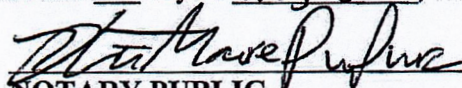
8/29/25

Date

State of Illinois
County of DuPage

BEFORE ME, the undersigned authority, appeared Richard L. Burgess as President and Chief Executive Officer of Prime Short Term Credit Inc, by means of physical presence or online notarization, who, upon being duly sworn, states that he is authorized by the Board of Directors of Prime Short Term Credit Inc. to execute the foregoing Consent and has read and understands the foregoing Consent and voluntarily signed the same.

SWORN TO AND SUBSCRIBED before me this 29 day of August, 2025.



NOTARY PUBLIC

My Commission expires: 12/29/2025

Personally known _____ or produced identification.

Type of identification produced: Drivers License



Approved as to form:

Nancy Fallon-Houle

8/29/25

Date

Nancy Fallon-Houle
Velocity Law, LLC
14930 Allison Lane
Homer Glen, IL 60491
nfallon@velocitylaw.com

Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess

8/29/25

Date

J. Stephen Menton
Rutledge Ecenia
119 South Monroe Street
Suite 202
Tallahassee, Florida 32301
smenton@rutledge-ecenia.com

Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess

RICHARD L. BURGESS

[Signature]
Richard L. Burgess

8/29/25

Date

State of Illinois
County of DuPage

BEFORE ME, the undersigned authority, appeared Richard L. Burgess, by means of physical presence or online notarization, who, upon being duly sworn, states that he is authorized by the Board of Directors of Prime Short Term Credit Inc. to execute the foregoing Consent and has read and understands the foregoing Consent and voluntarily signed the same.

SWORN TO AND SUBSCRIBED before me this 29 day of August, 2025.

[Signature]
NOTARY PUBLIC

My Commission expires: 12/29/2025

Personally known _____ or produced identification.
Type of identification produced: Drivers License



Approved as to form:

Nancy Fallon-Houle

8/29/25

Nancy Fallon-Houle
Velocity Law, LLC
14930 Allison Lane
Homer Glen, IL 60491
nfallon@velocitylaw.com

Date

Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess

J. Stephen Menton

8/29/25

J. Stephen Menton
Rutledge Ecenia
119 South Monroe Street
Suite 202
Tallahassee, Florida 32301
smenton@rutledge-ecenia.com

Date

Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess

RICHARD L. BURGESS

Richard L. Burgess

Date

State of Illinois
County of DuPage

BEFORE ME, the undersigned authority, appeared Richard L. Burgess, by means of physical presence or online notarization, who, upon being duly sworn, states that he is authorized by the Board of Directors of Prime Short Term Credit Inc. to execute the foregoing Consent and has read and understands the foregoing Consent and voluntarily signed the same.

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 2025.

NOTARY PUBLIC

My Commission expires:

Personally known _____ or produced identification.

Type of identification produced: _____

Approved as to form:

Nancy Fallon-Houle

8/29/25

Nancy Fallon-Houle

Date

Velocity Law, LLC

14930 Allison Lane

Homer Glen, IL 60491

nfallon@velocitylaw.com

Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess

J. Stephen Menton

8/29/25

J. Stephen Menton

Date

Rutledge Ecenia

119 South Monroe Street

Suite 202

Tallahassee, Florida 32301

smenton@rutledge-ecenia.com

Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess

**STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION**

/s/ A. Gregory Melchior

8/29/25

A. Gregory Melchior

Date

Fla. Bar 407290

Chief Counsel - Securities

State of Florida

Office of Financial Regulation

Office of General Counsel

200 E. Gaines Street

Tallahassee, Florida 32399-0370

Counsel for Plaintiff State of Florida, Office of Financial Regulation and Authorized Signatory

Exhibit I

(proposed Order of Dismissal)

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
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CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

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.

_____/

ORDER OF DISMISSAL

THIS MATTER came before the Court on _____, 2025 at 8:45 a.m., in West Palm Beach, Florida, upon the Motion to Approve Settlement Agreement and Agreed Order of Dismissal Without Prejudice (“Motion”), filed by Plaintiff State of Florida, Office of Financial Regulation (“OFR”). The Motion seeks approval of a Settlement Agreement (“Agreement”), a copy of which is attached to the Motion as Exhibit I, between OFR and Defendant Prime Short Term Credit Inc. (“PSTC”), and Non-Party Richard L. Burgess, individually and as President, Chief Executive Officer, Manager, and Controlling Owner of PSTC (“Burgess”) (OFR, PSTC, and Burgess collectively, the “Parties”). The Court, having considered the Motion and the Agreement, having reviewed the Court file, having heard argument of counsel, and being otherwise fully advised in the premises, it is hereupon,

ORDERED and ADJUDGED that:

1. The Motion is **GRANTED**.
2. The Agreement attached to the Motion as Exhibit I is **APPROVED** in its entirety and hereby incorporated into this Order with the same force and effect as if fully set forth herein.
3. Plaintiff OFR’s claims solely against Defendant PSTC are **DISMISSED without prejudice**. This action remains open as to Plaintiff OFR’s claims against the remaining Defendants and Relief Defendants.

4. The Parties are directed to comply with the terms and conditions of the Agreement and this Order, and the Court retains jurisdiction for the purposes of enforcement, modification, or construction of the terms of the Agreement and this Order.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, this ____ day of _____, 2025.

BRADLEY HARPER
CIRCUIT COURT JUDGE

Copies to Defendant Prime Short Term Credit Inc.,
Richard L. Burgess, Counsel of Record, and Receiver

Prime Short Term Credit Inc.
Richard L. Burgess, President
Richard L. Burgess, Individually
213 W Wesley St, Ste 201
Wheaton, IL 60187
rick@primestc.com

Nancy Fallon-Houle
Velocity Law, LLC
14930 Allison Lane
Homer Glen, IL 60491
nfallon@velocitylaw.com
*Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess
as to Settlement Agreement and Order of Dismissal*

J. Stephen Menton
Rutledge Ecenia
119 South Monroe Street
Suite 202
Tallahassee, Florida 32301
smenton@rutledge-ecenia.com
*Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess
as to Settlement Agreement and Order of Dismissal*

A. Gregory Melchior, Esq.
George Bedell, Esq.
Office of General Counsel
Florida Office of Financial Regulation
200 East Gaines Street
Tallahassee, Florida 32309
greg.melchior@flofr.gov
george.bedell@flofr.gov
Attorneys for Plaintiff

Daniel J. Stermer, Esq.
Development Specialists, Inc.
500 E. Broward Boulevard, Suite 1700
Fort Lauderdale, Florida 33394
dsterner@DSIConsulting.com
Receiver

Brian G. Rich, Esq.
Gavin C. Gaukroger, Esq.
Michael J. Niles, Esq.
Berger Singerman LLP
525 Okeechobee Boulevard, Suite 1250
West Palm Beach, FL 33401
brich@bergersingerman.com
ggaukkroger@bergersingerman.com
mniles@bergersingerman.com
Attorneys for Receiver, Daniel J. Stermer

Gary A. Woodfield, Esq.
Nason Yeager Gerson Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410
gwoodfield@nasonyeager.com
sdaversa@nasonyeager.com
Counsel for The Estate of Eric Charles Holtz

Victoria R. Morris, Esq.
Andrew C. Lourie, Esq.
Kobre & Kim LLP
201 South Biscayne Boulevard, Suite 1900
Miami, FL 33131
Andrew.Lourie@kobrekim.com
Victoria.Morris@kobrekim.com
Attorneys for Relief Defendant Seeman Holtz Property and Casualty LLC

Joshua W. Dobin, Esq.
James C. Moon, Esq.
Meland Budwick, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, FL 33131
jdobin@melandbudwick.com
jmoon@melandbudwick.com
mramos@melandbudwick.com
Attorneys for Teleios LS Holdings V DE, LLC and Teleios LS Holdings IV DE, LLC

Bernard Charles Carollo, Jr., Esq.
John J. Truitt, Esq.
William Leve, Esq.
Vernon Litigation Group
8985 Fontana Del Sol Way
Naples, FL 34109
bcarollo@vernonlitigation.com
jtruitt@vernonlitigation.com
wleve@vernonlitigation.com
nzumaeta@vernonlitigation.com
Attorneys for Edwin and Karen Ezrine, Intervenor and Tom Echolds, Interested Party

Gary M. Murphree, Esq.
Brandy Abreu, Esq.
AMLaw, LC
10743 SW 104th Street
Miami, FL 33186
gmm@amlaw-miami.com
babreu@amlaw-miami.com
mramirez@amlaw-miami.com
pleadings@amlaw-miami.com
Attorneys for Zoe Seijas and Victor Seijas, Jr., Trustees of Victor Seijas Living Trust

Harris J. Koroglu, Esq.
Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
hkoroglu@shutts.com
Attorney for or MCM 301 Yamato LLC

Adam J. Ruttenberg, Esq.
Arent Fox Schiff, LLP
800 Boylston Street
32nd Floor Boston, MA 02199
adam.ruttenberg@afslaw.com

Attorney for Pelican Capital Management, LLC

Todd A Zuckerbrod, Esq.
Todd A Zuckerbrod, P.A.
40 SE 5th Street, Suite 400
Boca Raton, FL
tz@tzbrokerlaw.com

Attorney for Richard Donoff, Peter Beck, Daniel Cucuiat

Angela C. Flowers, Esq.
Kubicki Draper
13906 N.E. 20th Avenue, Building 500
Ocala, FL 34470
af-kd@kubickidraper.com

Attorney for Pelican Capital Management, LLC

Exhibit B

(proposed Order of Dismissal)

**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,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.
D/B/A SEEMAN HOLTZ,
MARSHAL SEEMAN,
CENTURION INSURANCE SERVICES GROUP, LLC,
BRIAN J. SCHWARTZ,
EMERALD ASSETS 2018, LLC,
INTEGRITY ASSETS 2016, LLC,
INTERGRITY ASSETS, LLC,
PARA LONGEVITY 2014-5, LLC,
PARA LONGEVITY 2015-3, LLC,
PARA LONGEVITY 2015-5, LLC
PARA LONGEVITY 2016-3, LLC,
PARA LONGEVITY 2016-5, LLC,
PARA LONGEVITY 2018-3, LLC,
PARA LONGEVITY 2018-5, LLC,
PARA LONGEVITY 2019-3, LLC,
PARA LONGEVITY 2019-5, LLC,
PARA LONGEVITY 2019-6, LLC,
PARA LONGEVITY VI, LLC,
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,
VALENTINO GLOBAL HOLDINGS, LLC,
AMERITONIAN ENTERPRISES, LLC,
SEEMAN-HOLTZ CONSULTING CORP.,
CENTURION ISG Holdings, LLC,
CENTURION ISG Holdings II, LLC,
CENTURION ISG (Europe) Limited,
CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

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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ORDERED and ADJUDGED that:

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4. The Parties are directed to comply with the terms and conditions of the Agreement and this Order, and the Court retains jurisdiction for the purposes of enforcement, modification, or construction of the terms of the Agreement and this Order.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, this ____ day of _____, 2025.

BRADLEY HARPER
CIRCUIT COURT JUDGE

Copies to Defendant Prime Short Term Credit Inc.,
Richard L. Burgess, Counsel of Record, and Receiver

Prime Short Term Credit Inc.
Richard L. Burgess, President
Richard L. Burgess, Individually
213 W Wesley St, Ste 201
Wheaton, IL 60187
rick@primestc.com

Nancy Fallon-Houle
Velocity Law, LLC
14930 Allison Lane
Homer Glen, IL 60491
nfallon@velocitylaw.com
*Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess
as to Settlement Agreement and Order of Dismissal*

J. Stephen Menton
Rutledge Ecenia
119 South Monroe Street
Suite 202
Tallahassee, Florida 32301
smenton@rutledge-ecenia.com
*Counsel for Defendant Prime Short Term Credit Inc. and Non-Party Richard L. Burgess
as to Settlement Agreement and Order of Dismissal*

A. Gregory Melchior, Esq.
George Bedell, Esq.
Office of General Counsel
Florida Office of Financial Regulation
200 East Gaines Street
Tallahassee, Florida 32309
greg.melchior@flofr.gov
george.bedell@flofr.gov
Attorneys for Plaintiff

Daniel J. Stermer, Esq.
Development Specialists, Inc.
500 E. Broward Boulevard, Suite 1700
Fort Lauderdale, Florida 33394
dstermer@DSIConsulting.com
Receiver

Brian G. Rich, Esq.
Gavin C. Gaukroger, Esq.
Michael J. Niles, Esq.
Berger Singerman LLP
525 Okeechobee Boulevard, Suite 1250
West Palm Beach, FL 33401
brich@bergersingerman.com
ggaukkroger@bergersingerman.com
mniles@bergersingerman.com
Attorneys for Receiver, Daniel J. Stermer

Gary A. Woodfield, Esq.
Nason Yeager Gerson Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410
gwoodfield@nasonyeager.com
sdaversa@nasonyeager.com
Counsel for The Estate of Eric Charles Holtz

Victoria R. Morris, Esq.
Andrew C. Lourie, Esq.
Kobre & Kim LLP
201 South Biscayne Boulevard, Suite 1900
Miami, FL 33131
Andrew.Lourie@kobrekim.com
Victoria.Morris@kobrekim.com
Attorneys for Relief Defendant Seeman Holtz Property and Casualty LLC

Joshua W. Dobin, Esq.
James C. Moon, Esq.
Meland Budwick, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, FL 33131
jdobin@melandbudwick.com
jmoon@melandbudwick.com
mramos@melandbudwick.com
Attorneys for Teleios LS Holdings V DE, LLC and Teleios LS Holdings IV DE, LLC

Bernard Charles Carollo, Jr., Esq.
John J. Truitt, Esq.
William Leve, Esq.
Vernon Litigation Group
8985 Fontana Del Sol Way
Naples, FL 34109
bcarollo@vernonlitigation.com
jtruitt@vernonlitigation.com
wleve@vernonlitigation.com
nzumaeta@vernonlitigation.com
Attorneys for Edwin and Karen Ezrine, Intervenors and Tom Echolds, Interested Party

Gary M. Murphree, Esq.
Brandy Abreu, Esq.
AMLaw, LC
10743 SW 104th Street
Miami, FL 33186
gmm@amlaw-miami.com
babreu@amlaw-miami.com
mramirez@amlaw-miami.com
pleadings@amlaw-miami.com
Attorneys for Zoe Seijas and Victor Seijas, Jr., Trustees of Victor Seijas Living Trust

Harris J. Koroglu, Esq.
Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
hkoroglu@shutts.com
Attorney for or MCM 301 Yamato LLC

Adam J. Ruttenberg, Esq.
Arent Fox Schiff, LLP
800 Boylston Street
32nd Floor Boston, MA 02199
adam.ruttenberg@afslaw.com

Attorney for Pelican Capital Management, LLC

Todd A Zuckerbrod, Esq.
Todd A Zuckerbrod, P.A.
40 SE 5th Street, Suite 400
Boca Raton, FL
tz@tzbrokerlaw.com

Attorney for Richard Donoff, Peter Beck, Daniel Cucuiat

Angela C. Flowers, Esq.
Kubicki Draper
13906 N.E. 20th Avenue, Building 500
Ocala, FL 34470
af-kd@kubickidraper.com

Attorney for Pelican Capital Management, LLC