

Fill in this information to identify the case:Debtor Avant Gardner, LLCUnited States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-11443**Modified Official Form 410
Proof of Claim****04/25**

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>AFCO Direct</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>AFCO Direct</u> <u>Erica Ryan</u> <u>4501 College Blvd</u> <u>Suite 320</u> <u>Leawood, KS 66212</u> Contact phone _____ Contact email <u>eryan@afcodirect.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _
7.	How much is the claim? \$ <u>37,691.80</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>money loaned for insurance premiums</u>	
9.	Is all or part of the claim secured? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>unearned premiums</u> Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: <u>\$ 37,691.80</u> Amount of the claim that is secured: <u>\$ 35481.85</u> Amount of the claim that is unsecured: <u>\$ 2209.95</u> (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) <u>9.90</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	



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

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

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

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

☒ No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date 10/17/2025
MM / DD / YYYY

/s/Erica Ryan
Signature

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

Name Erica Ryan
First name Middle name Last name

Title Special Collection Analyst

Company AFCO Direct
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 523-2951 | International (781) 575-2140

Debtor: 25-11443 - Avant Gardner, LLC District: District of Delaware		
Creditor: AFCO Direct Erica Ryan 4501 College Blvd Suite 320 Leawood, KS, 66212 Phone: Phone 2: Fax: Email: eryan@afcodirect.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: money loaned for insurance premiums	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 37,691.80	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 35481.85 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: unearned premiums Value of Property: 37,691.80 Annual Interest Rate: 9.90%, Fixed Arrearage Amount: Basis for Perfection: Amount Unsecured: 2209.95	
Submitted By: Erica Ryan on 17-Oct-2025 12:07:42 p.m. Pacific Time Title: Special Collection Analyst Company: AFCO Direct		

Account Transaction History #1117243 (Avant Gardner LLC (NDIP))

Click on a payment description for printable receipt

☐ Show Account Notes ☒ Show Account Status ☐ Show Balance After Each Transaction (including fees)

Date	Activity	Transaction Code	Amount	Description/Note	User	
2/11/2025 10:40:50 AM	Activation			Account Activated	lisac	
2/11/2025 10:40:50 AM	Status			Current	lisac	
2/26/2025 10:12:57 AM	Installment	RCPT9899056	\$17,523.87	Insured: eCheck	Avant Gardner	Reve
3/20/2025 1:41:31 PM	Installment	RCPT9939769	\$17,523.87	Insured: eCheck	Avant Gardner	Reve
4/27/2025 2:30:35 AM	Late Fee	LF28041770	\$876.19		BDSecure.System	
4/28/2025 3:32:32 AM	Status			Intent To Cancel	System	
5/7/2025 3:04:57 PM	New Policy #IMA-25005497-01	POL1759985	\$48,861.00	Gross Prem. \$65861.00 Amt. Fin. \$48861.00 Total Interest \$1693.08	lisac	
5/27/2025 4:30:52 AM	Late Fee	LF28161028	\$1,192.16		bwatkins	
5/27/2025 10:49:54 AM	Installment (short)	RCPT10047225	\$5,960.79	Insured: Cashier's Check Wire Truist 5-23-25	estrellaar	Reve
6/4/2025 3:25:35 PM	Installment (short)	RCPT10063601	\$5,960.79	Insured: Cashier's Check Wire Truist	estrellaar	Reve
6/20/2025 4:02:57 PM	Installment	RCPT10088150	\$11,921.00	Insured: Cashier's Check TRST Wire	mariagr	Reve
6/26/2025 5:59:46 PM	Installment (short)	RCPT10096605	\$4,380.97	Insured: Check TRUIST WIRE	flaviat	Reve
6/27/2025 4:30:29 AM	Late Fee	LF28294422	\$1,192.16		bwatkins	
7/11/2025 5:39:16 PM	Installment	RCPT10123964	\$33,423.45	Insured: eCheck 25299991	epaypolicy	
7/14/2025 5:06:56 AM	Status			Cancelled	System	
7/14/2025 11:05:04 AM	Installment	RCPT10127254	\$13,142.90	Insured: Cashier's Check WIRE - TRST 7-11	gloriami	Reve
7/14/2025 11:05:04 AM	Status			Current	gloriami	
7/14/2025 4:38:51 PM	Installment (short)	RCPT10128124	\$13,142.90	Insured: Check WIRE - TRST	gloriami	Reve
7/16/2025 11:20:14 AM	Reversal	RCPT10131133	(\$33,423.45)	Insured: eCheck 25299991 Corporate Customer Advises Unauthorized	kraschondrgr	
7/16/2025 11:20:14 AM	Status			Intent To Cancel	kraschondrgr	
7/16/2025 11:21:13 AM	Status			Current	kraschondrgr	
7/16/2025 11:38:26 AM	Status			Intent To Cancel	richards	
7/17/2025 2:55:27 PM	Installment (short)	RCPT10133298	\$17,020.04	Insured: Check WIRE - TRST	gloriami	Reve
7/17/2025 3:48:28 PM	Late Fee	LF28380710	(\$1,192.16)	Adjustment	maureenl	
7/17/2025 3:48:28 PM	Fees	RCPT10133363	(\$1,192.16)	Insured: Cashier's Check WIRE - TRST 7-11 (Reversed paid late fee.)	maureenl	
7/17/2025 3:48:28 PM	Installment (short)	RCPT10133364	\$1,192.16	Insured: Cashier's Check WIRE - TRST 7-11 (Reapplied after late fee reversal.)	maureenl	
7/17/2025 3:48:39 PM	Late Fee	LF28380711	(\$1,192.16)	Adjustment	maureenl	
7/17/2025 3:48:40 PM	Fees	RCPT10133365	(\$1,192.16)	Insured: Cashier's Check WIRE - TRST 7-11 (Reversed paid late fee.)	maureenl	
7/17/2025 3:48:40 PM	Installment (short)	RCPT10133366	\$1,192.16	Insured: Cashier's Check WIRE - TRST 7-11 (Reapplied after late fee reversal.)	maureenl	
7/17/2025 3:48:56 PM	Late Fee	LF28380731	(\$876.19)	Adjustment	maureenl	

Date	Activity	Transaction Code	Amount	Description/Note	User	
7/17/2025 3:48:57 PM	Fees	RCPT10133368	(\$876.19)	Insured: Cashier's Check WIRE - TRST 7-11 (Reversed paid late fee.)	maureenl	
7/17/2025 3:48:57 PM	Installment	RCPT10133369	\$876.19	Insured: Cashier's Check WIRE - TRST 7-11 (Reapplied after late fee reversal.)	maureenl	
7/17/2025 3:48:57 PM	Status			Current	System	
7/22/2025 9:16:13 AM	Installment	RCPT10139720	\$23,843.13	Insured: Cashier's Check TRUIST WIRE 7/21	flaviat	Reve
7/24/2025 2:06:41 PM	Endorsement #IMA- 25005497-01	END1790780	\$7,110.00	Gross Prem. \$15610.00 Amt. Fin. \$7110.00 Total Interest \$147.24	lisac	
8/14/2025 10:37:45 AM	Endorsement #ERP3219101-06	END1798143	\$14,546.40	Gross Prem. \$29000.00 Amt. Fin. \$14546.40 Total Interest \$294.11	emacmillin	
8/14/2025 10:37:45 AM	Endorsement #795028449	END1798144	\$23,343.75	Gross Prem. \$45000.00 Amt. Fin. \$23343.75 Total Interest \$471.96	emacmillin	
8/14/2025 10:37:45 AM	Endorsement #25PAA000282	END1798145	\$628.72	Gross Prem. \$1212.00 Amt. Fin. \$628.72 Total Interest \$12.70	emacmillin	
8/22/2025 8:23:32 AM	Installment	RCPT10192267	\$35,481.85	Insured: Cashier's Check Wire Truist 8-21-25	pasqualede	Reve
9/19/2025 4:36:50 PM	Installment	RCPT10239688	\$35,481.85	Insured: Check WIRE - TRST	gloriami	Reve

Commercial Premium Finance Agreement

Page 1 of 2

Quote Number

2757852.1

Agent (Name and Address)	202275
HGR Group Inc dba HGR Group PO Box 1801 New York, NY 10013	
Telephone 212-604-0990	

Insured (Name and Address as shown on the policy)
Avant Gardner LLC 100 Bogart St 4th floor Brooklyn, NY 11206
Telephone 347-987-3146

A) Total Premiums	B) Down Payment	C) Amount Financed	D) Finance Charge	E) Total Payments
\$233,881.81	\$66,339.00	\$167,542.81	\$7,695.89	\$175,238.70
F) Annual Percentage Rate	No. of Payments	Amount of Payments	First Installment Due	Installment Due Dates
9.9%	10	\$17,523.87	2/21/2025	21st, Monthly

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Name and Address of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
TBD	1/21/2025	Zurich American Insurance Company AmWins Insurance Brokerage LLC Wall Street Plaza 88 Pine St 6th Fl New York, NY 10005 MIN ERND: 0% CX: 10 SHORT RATE: **Policy is Pro-Rata, unless short rate is checked.**	PROPERTY	12	\$120,438.00
				Fin. Taxes/Fees	\$383.00
				Ernd. Taxes/Fees	\$5,000.00

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

NOTICE TO INSURED: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement at the time you sign. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge. 4. Keep your copy of this agreement to protect your legal rights.

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

Signed by:
Alec Iftin

Avant Gardner LLC

Insured VP of Finance/2025

SIGNATURE OF INSURED OR AUTHORIZED REPRESENTATIVE

PRINT NAME

TITLE

DATE

AGENT OR BROKER REPRESENTATIONS

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

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

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

Signed by:
HGR Group Inc dba HGR Group

Agent CEO

2/6/2025

SIGNATURE OF AGENT OR BROKER

AGENT OR BROKER

TITLE

DATE

(2) ASSIGNMENT OF AGREEMENT: This agreement and all rights thereunder will be assigned and transferred to and serviced by BankDirect Capital Finance, a division of AFCO Credit Corporation ("AFCO").

(3) PROMISE OF PAYMENT: The insured requests that AFCO pay the premiums in the Schedule of Policies. The insured promises to pay to AFCO the amount stated in Block E above according to the payment schedule, subject to the remaining terms of the agreement.

(4) SECURITY INTEREST AND POWER OF ATTORNEY: The Insured assigns and hereby gives a security interest to Agency as collateral for the total amount payable in this agreement and any other past, present or future extension of credit: (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by Agency or AFCO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any state guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCO shall be named a loss-payee with respect to such policy. Agency at its option may enforce payment of this debt without recourse to the security given to Agency. The Insured irrevocably appoints Agency as its attorney in fact with full authority to (i) cancel all insurance financed by Agency for the reason set forth in paragraph 13, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to Agency and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this agreement.

(5) WARRANTY OF ACCURACY: The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees and (ii) authorizes Agency to insert or correct on this agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installment and to correct any obvious errors. In the event of any such change, correction or insertion, Agency will give the Insured written notice thereof.

(6) REPRESENTATION OF SOLVENCY: The Insured represents that it is not insolvent or the subject of any insolvency proceeding.

(7) ADDITIONAL PREMIUMS: The money paid by Agency is only for the premium as determined at the time the insurance policy is issued. Agency's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. If Agency assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by Agency to the totality of such transaction.

(8) SPECIAL INSURANCE POLICIES: If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by Agency which the insurance company retains.

(9) NAMED INSURED: If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this agreement unless a separate agreement appoints an insured to act for the others.

(10) FINANCE CHARGE: The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due Agency is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage. If Agency issues a Notice of Cancellation, Agency may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest, on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.

(11) AGREEMENT BECOMES A CONTRACT: This Agreement becomes a binding contract when Agency mails the Insured its acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCO, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by Agency or AFCO, shall constitute a valid and enforceable contract.

(12) DEFAULT AND DISHONORED CHECK CHARGES: If the Insured is late in making a loan payment to Agency by more than the number of days specified by law, the Insured will pay to Agency a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, the Insured will pay a check processing fee not to exceed the lesser of \$25 or the amount permitted by law.

(13) CANCELLATION: Agency may cancel all insurance policies financed by Agency after giving statutory notice and the full balance due to Agency shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other agreement with Agency. Payment of unearned premiums shall not be deemed to be payment of installments to Agency, in full or in part.

(14) CANCELLATION CHARGES: If Agency cancels any insurance policy in accordance with the terms of this agreement, then the Insured will pay Agency a cancellation charge, if permitted, up to the limit specified by law.

(15) MONEY RECEIVED AFTER NOTICE OF CANCELLATION: Any payments made to Agency after mailing of Agency's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this agreement and without any liability or obligation to request reinstatement of a canceled policy. Any money Agency receives from an insurance company shall be credited to the amount due Agency with any surplus paid over to whomever is entitled to the money. No refund of less than \$1.00 shall be made. In the event that Agency requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated.

(16) ATTORNEY FEES - COLLECTION EXPENSE: If, for collection, this agreement is referred to an attorney and/or other party who is not a salaried employee of Agency, the Insured agrees to pay any reasonable attorney fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.

(17) REFUND CREDITS: The Insured will receive a refund of the finance charge if the account is voluntarily prepaid in full before the last installment due date as required or permitted by law and Agency may retain an additional non-refundable service charge as permitted by law. Any minimum or fully earned fees will be deducted as permitted by law.

(18) INSURANCE AGENT OR BROKER: The insurance agent or broker named in this agreement is the Insured's agent, not AFCO's and AFCO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCO has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the agent are made in its capacity as the Insured's agent and AFCO makes no representations with respect to the accuracy of any such disclosures.

(19) NOT A CONDITION OF OBTAINING INSURANCE: This agreement is not required as a condition for obtaining insurance coverage.

(20) SUCCESSORS AND ASSIGNS: All legal rights given to Agency shall benefit Agency's successors and assigns. The Insured will not assign this Agreement and/or the policies without Agency's written consent except for the interest of mortgagees and loss payees.

(21) LIMITATION OF LIABILITY - CLAIMS AGAINST AGENCY: The Insured hereby irrevocably waives and releases Agency from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 11. Agency's liability for breach of any of the terms of this agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct. Any claims against Agency shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.

(22) DISCLOSURE: The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this agreement and their successors are authorized and directed to provide AFCO with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.

(23) ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE: This document is the entire agreement between Agency and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (5). The laws of the state indicated in the Insured's address as set forth herein will govern this agreement. Agency may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.

(24) WAIVER OF SOVEREIGN IMMUNITY: The Insured hereby certifies that it is empowered to enter into this agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Policy Term	Premium
795028449	1/21/2025 MEP: 35 CX: 10 SHORT-RATE:	Homeland Insurance Company of Delaware AmWins Insurance Brokerage LLC Wall Street Plaza 88 Pine St 6th Fl New York, NY 10005	EXCESS PROPERTY Fin. Tax/Fee: Ernd. Tax/Fee:	12	\$100,000.00 \$3,750.00 \$0.00
TBD	1/21/2025 MEP: 0% CX: 10 SHORT-RATE:	Lloyds of London AmWins Insurance Brokerage LLC Wall Street Plaza 88 Pine St 6th Fl New York, NY 10005	TERRORISM Fin. Tax/Fee: Ernd. Tax/Fee:	12	\$4,155.00 \$155.81 \$0.00
	MEP: CX: SHORT-RATE:		Fin. Tax/Fee: Ernd. Tax/Fee:		
	MEP: CX: SHORT-RATE		Fin. Tax/Fee: Ernd. Tax/Fee:		
	MEP: CX: SHORT-RATE:		Fin. Tax/Fee: Ernd Tax/Fee:		
	MEP: CX: SHORT-RATE:		Fin. Tax/Fee: Ernd. Tax/Fee:		
	MEP: CX: SHORT-RATE:		Fin. Tax/Fee: Ernd. Tax/Fee:		
	MEP: CX: SHORT-RATE:		Fin. Tax/Fee: Ernd. Tax/Fee:		
	MEP: CX: SHORT-RATE:		Fin. Tax/Fee: Ernd. Tax/Fee:		

Account Transaction History #1119543 (Avant Gardner LLC (NDIP))

Click on a payment description for printable receipt

☐ Show Account Notes ☒ Show Account Status ☐ Show Balance After Each Transaction (including fees)

Date	Activity	Transaction Code	Amount	Description/Note	User	
2/24/2025 12:29:06 PM	Activation			Account Activated	lisac	
2/24/2025 12:29:06 PM	Status			Current	lisac	
3/7/2025 12:15:22 PM	Installment	RCPT9919469	\$36,162.12	Insured: eCheck	Avant Gardner	Reve
4/4/2025 4:12:46 PM	Installment	RCPT9965076	\$36,162.12	Insured: eCheck	Avant Gardner	Reve
5/9/2025 2:30:54 AM	Late Fee	LF28095577	\$1,808.11		BDSecure.System	Reve
5/12/2025 3:34:57 AM	Status			Intent To Cancel	System	
5/27/2025 4:40:35 PM	Installment (short)	RCPT10047986	\$9,040.53	Insured: Cashier's Check Wire Truist	estrellaar	Reve
6/4/2025 3:25:35 PM	Installment (short)	RCPT10063600	\$9,040.53	Insured: Cashier's Check Wire Truist	estrellaar	Reve
6/9/2025 4:30:52 AM	Late Fee	LF28215620	\$1,808.11		bwatkins	Reve
6/20/2025 4:02:58 PM	Installment	RCPT10088151	\$18,082.00	Insured: Cashier's Check TRST Wire	mariagr	Reve
6/26/2025 5:59:46 PM	Installment (short)	RCPT10096604	\$9,040.53	Insured: Check TRUIST WIRE	flaviat	Reve
7/14/2025 5:06:57 AM	Status			Cancelled	System	
7/25/2025 5:00:13 AM	Status			Cancelled. (Follow up notice sent.)	System	
10/3/2025 12:37:33 PM	Return Premium for # B128434254W25	RCPT10265143	\$20,718.23	General Agent: Check cc deposit 10.3.25	kimberlybr	Reve
10/8/2025 1:16:31 PM	Agent Commission for # B128434254W25	RCPT10272003	\$2,209.95	Agent: ACH Withdrawal	HGR Group Inc	Reve

Commercial Premium Finance Agreement

Page 1 of 2

Agent (Name and Address) 202275 HGR Group Inc dba HGR Group PO Box 1801 New York, NY 10013 Telephone 212-604-0990		Quote Number 2761689.1
Insured (Name and Address as shown on the policy) Avant Gardner LLC 100 Bogart St 4th floor Brooklyn, NY 11206 Telephone 347-987-3146		

A) Total Premiums	B) Down Payment	C) Amount Financed	D) Finance Charge	E) Total Payments
\$224,431.25	\$82,775.94	\$141,655.31	\$2,993.17	\$144,648.48
F) Annual Percentage Rate	No. of Payments	Amount of Payments	First Installment Due	Installment Due Dates
10.1%	4	\$36,162.12	3/3/2025	3rd , Monthly

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Name and Address of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
TBD	2/3/2025	Lloyds of London AmWins Insurance Brokerage LLC Wall Street Plaza 88 Pine St 6th Fl New York, NY 10005 MIN ERND: 35 CX: 10 SHORT RATE: **Policy is Pro-Rata, unless short rate is checked.**	BUILDERS RISK	6	\$210,000.00
				Fin. Taxes/Fees	\$7,931.25
				Ernd. Taxes/Fees	\$6,500.00

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

NOTICE TO INSURED: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement at the time you sign. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge. 4. Keep your copy of this agreement to protect your legal rights.

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


 Signed by: Alex (Huan)
 Signature of Insured or Authorized Representative

Avant Gardner LLC

Insured VP of Finance/2025

PRINT NAME

TITLE

DATE

AGENT OR BROKER REPRESENTATIONS

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

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

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT


 Signed by: HGR Group Inc dba HGR Group
 Signature of Agent or Broker

HGR Group Inc dba HGR Group

Agent CEO

2/4/2025

AGENT OR BROKER

TITLE

DATE

(2) ASSIGNMENT OF AGREEMENT: This agreement and all rights thereunder will be assigned and transferred to and serviced by BankDirect Capital Finance, a division of AFCO Credit Corporation ("AFCO").

(3) PROMISE OF PAYMENT: The insured requests that AFCO pay the premiums in the Schedule of Policies. The insured promises to pay to AFCO the amount stated in Block E above according to the payment schedule, subject to the remaining terms of the agreement.

(4) SECURITY INTEREST AND POWER OF ATTORNEY: The Insured assigns and hereby gives a security interest to Agency as collateral for the total amount payable in this agreement and any other past, present or future extension of credit: (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by Agency or AFCO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any state guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCO shall be named a loss-payee with respect to such policy. Agency at its option may enforce payment of this debt without recourse to the security given to Agency. The Insured irrevocably appoints Agency as its attorney in fact with full authority to (i) cancel all insurance financed by Agency for the reason set forth in paragraph 13, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to Agency and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this agreement.

(5) WARRANTY OF ACCURACY: The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees and (ii) authorizes Agency to insert or correct on this agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installment and to correct any obvious errors. In the event of any such change, correction or insertion, Agency will give the Insured written notice thereof.

(6) REPRESENTATION OF SOLVENCY: The Insured represents that it is not insolvent or the subject of any insolvency proceeding.

(7) ADDITIONAL PREMIUMS: The money paid by Agency is only for the premium as determined at the time the insurance policy is issued. Agency's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. If Agency assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by Agency to the totality of such transaction.

(8) SPECIAL INSURANCE POLICIES: If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by Agency which the insurance company retains.

(9) NAMED INSURED: If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this agreement unless a separate agreement appoints an insured to act for the others.

(10) FINANCE CHARGE: The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due Agency is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage. If Agency issues a Notice of Cancellation, Agency may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest, on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.

(11) AGREEMENT BECOMES A CONTRACT: This Agreement becomes a binding contract when Agency mails the Insured its acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCO, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by Agency or AFCO, shall constitute a valid and enforceable contract.

(12) DEFAULT AND DISHONORED CHECK CHARGES: If the Insured is late in making a loan payment to Agency by more than the number of days specified by law, the Insured will pay to Agency a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, the Insured will pay a check processing fee not to exceed the lesser of \$25 or the amount permitted by law.

(13) CANCELLATION: Agency may cancel all insurance policies financed by Agency after giving statutory notice and the full balance due to Agency shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other agreement with Agency. Payment of unearned premiums shall not be deemed to be payment of installments to Agency, in full or in part.

(14) CANCELLATION CHARGES: If Agency cancels any insurance policy in accordance with the terms of this agreement, then the Insured will pay Agency a cancellation charge, if permitted, up to the limit specified by law.

(15) MONEY RECEIVED AFTER NOTICE OF CANCELLATION: Any payments made to Agency after mailing of Agency's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this agreement and without any liability or obligation to request reinstatement of a canceled policy. Any money Agency receives from an insurance company shall be credited to the amount due Agency with any surplus paid over to whomever is entitled to the money. No refund of less than \$1.00 shall be made. In the event that Agency requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated.

(16) ATTORNEY FEES - COLLECTION EXPENSE: If, for collection, this agreement is referred to an attorney and/or other party who is not a salaried employee of Agency, the Insured agrees to pay any reasonable attorney fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.

(17) REFUND CREDITS: The Insured will receive a refund of the finance charge if the account is voluntarily prepaid in full before the last installment due date as required or permitted by law and Agency may retain an additional non-refundable service charge as permitted by law. Any minimum or fully earned fees will be deducted as permitted by law.

(18) INSURANCE AGENT OR BROKER: The insurance agent or broker named in this agreement is the Insured's agent, not AFCO's and AFCO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCO has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the agent are made in its capacity as the insured's agent and AFCO makes no representations with respect to the accuracy of any such disclosures.

(19) NOT A CONDITION OF OBTAINING INSURANCE: This agreement is not required as a condition for obtaining insurance coverage.

(20) SUCCESSORS AND ASSIGNS: All legal rights given to Agency shall benefit Agency's successors and assigns. The Insured will not assign this Agreement and/or the policies without Agency's written consent except for the interest of mortgagees and loss payees.

(21) LIMITATION OF LIABILITY - CLAIMS AGAINST AGENCY: The Insured hereby irrevocably waives and releases Agency from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 11. Agency's liability for breach of any of the terms of this agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct. Any claims against Agency shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.

(22) DISCLOSURE: The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this agreement and their successors are authorized and directed to provide AFCO with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.

(23) ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE: This document is the entire agreement between Agency and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (5). The laws of the state indicated in the Insured's address as set forth herein will govern this agreement. Agency may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.

(24) WAIVER OF SOVEREIGN IMMUNITY: The Insured hereby certifies that it is empowered to enter into this agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.