

Fill in this information to identify the case:

Debtor Thrasio Holdings, Inc.

United States Bankruptcy Court for the: _____ District of New Jersey
(State)

Case number 24-11840

**Official Form 410
Proof of Claim**

04/22

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

<p>1. Who is the current creditor?</p>	<p><u>Atlantic Specialty Insurance Company</u> Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>Atlantic Specialty Insurance Company</u> <u>Scott C. Williams</u> <u>1201 Demonbreun Street, Suite 900</u> <u>Nashville, TN 37203</u></p> <p>Contact phone <u>615-742-9370</u></p> <p>Contact email <u>swilliams@manierherod.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>Instact Insurance Surety Group</u> <u>James OHalloran</u> <u>230 W. Monroe Street, Suite 2810</u> <u>Chicago, IL 60606</u></p> <p>Contact phone <u>312-821-4727</u></p> <p>Contact email <u>johalloran@intactinsurance.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



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

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

7. How much is the claim? \$ 2,000,000.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: Indemnity Agreement and Cash Collateral
Basis for perfection: Possession/Control
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: \$ 2,000,000.00
Amount of the claim that is secured: \$ 2,000,000.00
Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

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

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



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

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

<input type="checkbox"/> No		
<input checked="" type="checkbox"/> Yes. Check all that apply:		Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).		\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).		\$ _____
<input checked="" type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).		\$ <u>2,000,000.00</u>
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).		\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.		\$ _____

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

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

No

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

\$ _____

Part 3: Sign Below

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

If you file this claim electronically, FRBP 5005(a)(2) 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 05/02/2024
MM / DD / YYYY

/s/Scott C. Williams
Signature

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

Name Scott C. Williams
First name Middle name Last name

Title Attorney

Company Manier and Herod, P.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0496 | International +1 (310) 751-2696

Debtor: 24-11840 - Thrasio Holdings, Inc.		
District: District of New Jersey, Trenton Division		
Creditor: Atlantic Specialty Insurance Company Scott C. Williams 1201 Demonbreun Street, Suite 900 Nashville, TN, 37203 Phone: 615-742-9370 Phone 2: Fax: Email: swilliams@manierherod.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: Has Related Claim: No Related Claim Filed By: Filing Party: Authorized agent	
Disbursement/Notice Parties: Instact Insurance Surety Group James OHalloran 230 W. Monroe Street, Suite 2810 Chicago, IL, 60606 Phone: 312-821-4727 Phone 2: Fax: E-mail: johalloran@intactinsurance.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Other Basis - Customs Bond	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 2,000,000.00	Includes Interest or Charges: No	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(8): 2,000,000.00	
Has Secured Claim: Yes: 2,000,000.00 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: Indemnity Agreement and Cash Collateral Value of Property: 2,000,000.00 Annual Interest Rate: Arrearage Amount: Basis for Perfection: Possession/Control Amount Unsecured: 0.00	

Submitted By:

Scott C. Williams on 02-May-2024 8:47:16 a.m. Eastern Time

Title:

Attorney

Company:

Manier and Herod, P.C.

Fill in this information to identify the case:

Debtor _____
 United States Bankruptcy Court for the District of New Jersey
 Case number _____

To view the full list of Debtors, please see the Bar Date Notice included in your package or visit www.kccllc.net/thrasio.

**Official Form 410
 Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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, February 28, 2024.

Part 1: Identify the Claim

1. **Who is the current creditor?** _____
 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?** No
 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?	Where should payments to the creditor be sent? (if different)
	Name _____	Name _____
	Number _____ Street _____	Number _____ Street _____
	City _____ State _____ ZIP Code _____	City _____ State _____ ZIP Code _____
	Country _____	Country _____
	Contact phone _____	Contact phone _____
Contact email _____	Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		

4. **Does this claim amend one already filed?** No
 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?** No
 Yes. Who made the earlier filing? _____

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

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

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

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

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

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

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

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

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

- No
- Yes. *Check all that apply:*
- | | Amount entitled to priority |
|--|------------------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | \$ _____ |
| <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. | \$ _____ |

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

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

- No
- Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

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If you file this claim electronically, FRBP 5005(a)(2) 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 _____
MM / DD / YYYY

Signature

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

Name _____
First name Middle name Last name

Title _____

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

Address _____
Number Street

City State ZIP Code Country

Contact phone _____ Email _____

CLAIM SUMMARY

DEBTOR: Thrasio Holdings, Inc.
CASE NO.: 24-11840
CREDITOR / CLAIMANT: Atlantic Specialty Insurance Company

I. SUMMARY OF CLAIM

Atlantic Specialty Insurance Company (“ASIC”) is the surety on Customs Bond No. 23C001L40 (the “Bond”) naming Charope, Inc. (the “Debtor”) as principal in the amount of \$2,000,000.00. ASIC issued the Bond in reliance upon the execution of an indemnity agreement by the Debtor (discussed below). The Debtor is an indemnitor with respect to the Bond.

ASIC is the holder of a claim against the Debtor in a currently unliquidated amount of not less than \$2,000,000.00, which amount reflects the penal limit of the Bond, exclusive of bond premiums, charges with respect to the Bond, interest, costs, and attorneys’ fees, for which ASIC also makes a claim (all of the foregoing, collectively, the “Claim”). ASIC is unable, at the present time, to determine the total loss which may ultimately arise from the Claim because the Bond remains vulnerable to claims which arose or accrued during the periods for which the Bond was effective, some of which claims are either in the process of being liquidated or may not have yet been made against the Bond to date.

ASIC files this Proof of Claim under a full reservation of all rights, remedies, and defenses available to it under the Bond, by contract, at law, in equity, or otherwise, including, without limitation, the respective penal limit of the Bond and the rights and defenses, whether arising from contract, or at law or in equity, of any or all of the Bond principals or obligees, which ASIC may assert pursuant to its rights of equitable subrogation and assignment.

II. BASIS OF CLAIM

ASIC is entitled to contractual indemnity from the Debtor with respect to the Bond. ASIC’s rights also include, without limitation, the right to assert the claims or rights of the obligees named in the Bond and all other persons who may have claims against the Debtor for which ASIC may become obligated to make any payment and/or incur any expense under the Bond. ASIC further reserves all rights and remedies it may be entitled to pursuant to contract and any and all applicable statutory, equitable, and common law remedies and defenses under the Bankruptcy Code or otherwise, including, but not limited to, exoneration, subrogation, indemnification, and reimbursement.

III. INDEMNITY AGREEMENT

The Debtor is an indemnitor under that certain *General Indemnity Agreement* dated October 22, 2023 (the “Indemnity Agreement”). A redacted, true and accurate copy of the Indemnity Agreement is attached as **Exhibit A**. Under the Indemnity Agreement, the Debtor agreed, among other things, to “exonerate, hold harmless, indemnify, and keep indemnified [ASIC] from and against any and all liability for losses, fees, costs and expenses of any kind or nature, including but not limited to interest, court costs, attorney’s fees, accounting, and any other

outside consulting fees and from and against any such losses and expenses which [ASIC] may sustain or incur, plus interest thereon, arising out of directly or indirectly: (1) [ASIC] being requested by Indemnitors [as defined in the Indemnity Agreement] to execute or procure the execution of any Bonds; or (2) [ASIC] having executed or procured the execution of any Bonds on behalf of Principal [as defined in the Indemnity Agreement].” The rights and remedies provided in the Indemnity Agreement are in addition to, and not in lieu of, all other rights and remedies to which ASIC may be entitled pursuant to contract and any and all applicable statutory, equitable, and common law remedies and defenses under the Bankruptcy Code or otherwise, including, but not limited to, exoneration, reimbursement, and subrogation. Moreover, as named principal under the Bonds, ASIC, as surety, is entitled to be reimbursed by the Debtor for any loss it may incur by reason of having executed the Bonds.

IV. SECURED CLAIM

ASIC has a perfected, first-position lien on and security interest in cash and other collateral in the amount of not less than \$2,000,000.00 (the “Cash Collateral”). Additionally, pursuant to its right of equitable subrogation, ASIC may have an interest in any money, property (including, without limitation, third party claims), or proceeds thereof, if any, relating to the Bond (the foregoing, together with the Cash Collateral, the “Collateral”). The Collateral secures any and all obligations under the Bond and Indemnity Agreement, including but not limited to, indemnification for losses incurred in connection with the Bond, premiums due or which may become due, and/or attorneys’ fees and expenses incurred by ASIC in the process of enforcing its rights in these or any other proceedings.

To the extent of the available Collateral, ASIC’s Claim is secured. To the extent the available Collateral is insufficient to satisfy the value of ASIC’s Claim in full, ASIC asserts a claim for any unsecured deficiency arising therefrom, and, accordingly, hereby reserves the right to amend and/or supplement this Proof of Claim to specify the value of any such deficiency.

ASIC is entitled to priority under 11 U.S.C. § 507(a)(8) in the amount of \$2,000,000.00 to the extent of any payments made on behalf of the Debtors under the Bond. ASIC reserves the right to amend and/or supplement this Proof of Claim to specify the value of any such priority claim.

V. RESERVATION OF RIGHTS

ASIC files this Proof of Claim under a full reservation of rights, remedies, and defenses both at law and in equity. Further, ASIC fully reserves its right to amend and/or supplement this Proof of Claim as its claim continues to be liquidated, and any such amendments or supplements are incorporated herein by reference.

EXHIBIT A – Redacted Indemnity Agreement



General Indemnity Agreement

This General Indemnity Agreement, hereinafter referred to as the "Agreement," is made and entered into by the undersigned individuals, partnerships, corporations, and/or other business entities, hereinafter referred to, individually and/or collectively, as "Indemnitors."

Whereas, the Indemnitors hereby request, have requested and/or will request Atlantic Specialty Insurance Company, any of their future direct or indirect affiliates or subsidiaries of such companies, and any company joining any such companies in executing any bonds or which may be procured by any such company to execute any Bonds, either as a direct writing company or as a co-surety or reinsurer, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as the "Surety," to execute or procure bonds, undertakings, guarantees, and/or contractual obligations, including renewals, endorsements, reinstatements, replacements and extensions thereof, whether before or after the date of this Agreement, hereinafter referred to, individually and/or collectively, as the "Bonds" on their behalf and/or on behalf of any of its present or future, directly or indirectly majority-owned or controlled subsidiaries or affiliates, whether alone or in joint venture with others whether or not named herein, and any corporation, partnership or person upon the written request of any of the undersigned, hereinafter referred to individually and/or collectively, as the "Principal."

Now, therefore, in consideration of the Surety executing the Bonds on behalf of the Indemnitors and/or Principal, the Indemnitors hereby jointly and severally agree to the following:

- 1) Premiums – The Indemnitors shall pay to the Surety, promptly upon demand, all premiums, costs and charges for any Bonds requested from and/or issued by the Surety. To terminate Bonds the Indemnitors shall deliver evidence satisfactory to the Surety of their discharge or release from the Bonds and all liability by reason thereof.
- 2) Indemnity – The Indemnitors shall exonerate, hold harmless, indemnify, and keep indemnified the Surety from and against any and all liability for losses, fees, costs and expenses of any kind or nature, including but not limited to, court costs, attorney's fees, accounting, and any other outside consulting fees and from and against any such losses and expenses which the Surety may sustain or incur, plus interest thereon, arising out of, directly or indirectly: (1) the Surety being requested by the Indemnitors to execute or procure the execution of any Bonds; or (2) the Surety having executed or procured the execution of any Bonds on behalf of Principal; or (3) the failure of the Indemnitors to perform or comply with any of the terms and conditions of this Agreement and/or (4) the Surety enforcing any of the terms and conditions of this Agreement.
- 3) Collateral – The Indemnitors upon demand of the Surety, at any time and for any reason, including but not limited to Surety's receipt of a claim, shall deliver to the Surety collateral in the form and amounts acceptable to the Surety in its sole and absolute discretion. Any acceptable collateral provided to the Surety by the Indemnitors or any third party or the proceeds thereof, in whole or in part, may be held in the name of Surety and applied to any obligations of Indemnitors under this Agreement. The Surety shall not have any obligation to release such collateral until it has received a written release and conclusive evidence of its discharge without loss in the form and substance satisfactory to the Surety with respect to the Bonds and fulfillment by Indemnitors of all obligations owed under this Agreement. Indemnitors agree that their failure to immediately deposit with Surety any sums demanded under this section shall cause irreparable harm to Surety for which it has no adequate remedy at law, and Surety shall be entitled to injunctive relief for specific performance of such obligation.
- 4) Settlement of Claims – The Surety shall have the exclusive right to adjust, settle, or compromise any claims, demand, suit or any other proceeding, arising out of any Bonds, and the Surety's determination shall be binding and conclusive upon the Indemnitors. In the event of any payment by the Surety, an itemized statement of the amount of any such payment sworn to by any officer or authorized representative of the Surety shall be *prima facie* evidence of the fact and the amount of such payment and of the extent of the liability of the Indemnitors to the Surety, and shall be final, conclusive and binding upon the Indemnitors.
- 5) Other Agreements – The rights, powers and remedies given the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Indemnitors or others, whether by the terms of any agreement or by operation of law or otherwise. The Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety may have heretofore or may hereafter accept or release any Indemnitors or other agreements of indemnity or collateral.
- 6) Notice, Changes and Execution – Indemnitors hereby waive notice of the execution of any Bonds, of any changes in the creditworthiness of any Indemnitors, of any release by Surety of any Indemnitors or collateral, and of any defaults. Assent by the Surety to changes in any Bonds and/or in any obligations covered by any Bonds or refusal so to assent shall not release or in any way affect the obligations of the Indemnitors to the Surety. The Surety shall have the right, at its option and sole discretion, to execute or decline any Bonds.

- 7) Termination – This Agreement can be terminated by the Indemnitors effective upon 30 days written notice sent by registered mail to the Surety at its home office, One State Street Plaza, 31st Floor, New York, NY, 10004, but any such notice of termination shall not operate to modify, bar, or discharge the Indemnitors as to the Bonds executed or approved prior to the effective date of such termination, and this Agreement shall remain in full force and effect as to all such Bonds.
- 8) Choice of Law and Venue- This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the State of New York.
- 9) Severability – If any provision of this Agreement is held unenforceable or deemed invalid for any reason, such determination shall not affect the enforceability or validity of any other provision of this Agreement, which will remain in full force and effect as though such provision, or portion thereof, were omitted.
- 10) Representation – The signatory to this Agreement represents and warrants he/she has full power and authority to execute this Agreement on behalf of the Indemnitors.
- 11) Counterparts – This Agreement may be executed in counterparts, all of which taken together shall constitute and be considered one and the same agreement, and it shall become effective when one or more of the counterparts have been signed.
- 12) Copies – A duplicate or facsimile copy or electronic copy of this Agreement shall have the same force and effect as the original Agreement.
- 13) Amendments, Entire Agreement – This Agreement may not be changed or modified orally. No change or modification shall be effective unless agreed to in writing by a duly authorized officer of the Surety as an amendment hereto. This Agreement constitutes the entire agreement among the Parties, and there are no other understandings or agreements, conditions or qualifications relative to this Agreement. Indemnitors acknowledge and warrant that no oral representations have been made to them by or on behalf of the Surety to induce them to sign this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of 10/22/2023, 2023.

 Thrasio Holdings, Inc.

 85 West Street

 Walpole, MA 02081

 (Federal Tax ID)

DocuSigned by:

 By: _____
1AE93821A2204C7...

 Josh Burke, Chief Financial Officer
 (Print or Type Name and Title)

ACKNOWLEDGEMENT

STATE OF _____ County of _____

On this _____ day of _____, 20____, before me personally appeared _____, known or proven to me to be the _____ of the entity executing the foregoing instrument (“Entity”) and he/she acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

 (Commission expires _____)

By: _____

(Print or Type Name and Title)

(Federal Tax ID)

ACKNOWLEDGEMENT

STATE OF _____ County of _____

On this _____ day of _____, 20____, before me personally appeared _____, known or proven to me to be the _____ of the entity executing the foregoing instrument ("Entity") and he/she acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Commission expires _____)