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20 *Counsel for AFS/IBEX, a Division of MetaBank*

21 **UNITED STATES BANKRUPTCY COURT**
22 **DISTRICT OF NEVADA**

23 In re:

Case No.: 20-12814-mkn

24 RED ROSE, INC. dba PETERSENDEAN
25 dba PETERSENDEAN ROOFING AND
26 SHEET METAL,

Jointly Administered with

20-12815-mkn

20-12816-mkn

20-12818-mkn

20-12819-mkn

20-12820-mkn

27 ___ Affects Beachhead Roofing and Supply, Inc.

20-12821-mkn

28 ___ Affects California Equipment Leasing

20-12822-mkn

Association, Inc.

20-12823-mkn

___ Affects Fences 4 America, Inc.

20-12824-mkn

___ Affects James Petersen Industries, Inc.

20-12825-mkn

Affects PD Solar, Inc.

20-12826-mkn

___ Affects Petersen Roofing and Solar LLC

20-12827-mkn

___ Affects Petersen-Dean, Inc.

20-12829-mkn

___ Affects PetersenDean Hawaii LLC

20-12831-mkn

Affects PetersenDean Roofing and Solar

20-12833-mkn

1 Systems, Inc.

2 ☐ Affects PetersenDean Texas, Inc.

3 ☐ Affects Red Rose, Inc.

4 ☐ Affects Roofs 4 America, Inc.

5 ☐ Affects Solar 4 America, Inc.

6 ☐ Affects Sonoma Roofing Services, Inc.

7 ☐ Affects TD Venture Fund, LLC

8 ☐ Affects Tri-Valley Supply, Inc.

9 ☒ Affects All Debtors

Chapter: 11

Hearing Date: February 22, 2021

Hearing Time: 9:30 a.m.

10 **DECLARATION OF FLOYCE HOARD IN SUPPORT OF OBJECTION BY AFS/IBEX,**
 11 **A DIVISION OF METABANK, N.A. TO DEBTORS' MOTION FOR ORDER (A)**
 12 **CONFIRMING AUCTION RESULTS; (B) APPROVING THE SALE OF**
 13 **SUBSTANTIALLY ALL OF DEBTORS COMMERCIAL DIVISION ASSETS TO**
 14 **SOLARJUICE AMERICAN, INC. FREE AND CLEAR OF LIENS, CLAIMS,**
 15 **ENCUMBRANCES, AND OTHER INTERESTS AS PROVIDED IN THE ASSET**
 16 **PURCHASE AGREEMENT; (C) AUTHORIZING THE ASSUMPTION AND**
 17 **ASSIGNMENT OF CERTAIN OF THE DEBTORS EXECUTORY CONTRACTS AND**
 18 **UNEXPIRED LEASES RELATED THERETO; AND (D) RELATED RELIEF**

19 I, Floyce Hord, pursuant to 28 U.S.C. §1746, and under penalty of perjury, declare as
 20 follows:

21 1. I am an Accounts Receivable Manager for AFS/IBEX, a division of MetaBank,
 22 N.A. ("AFS/IBEX"), and I have personal knowledge of the facts set forth below.

23 2. AFS/IBEX is a duly licensed insurance premium finance company. In my
 24 capacity described above, I have access of AFS/IBEX's files and records pertaining to Peterson-
 25 Dean, Inc. ("Peterson-Dean") and its affiliates (collectively, the "Debtors"), all of which have
 26 been maintained in the ordinary course of AFS/IBEX's business. I have reviewed and am
 27 familiar with such files and records.

28 3. On or about April 29, 2020, AFS/IBEX and Peterson-Dean entered into a
 Premium Finance Agreement (Commercial). A true and correct copy of such Premium Finance
 Agreement is attached hereto as **Exhibit A**.

4. Under the terms of the Premium Finance Agreement, AFS/IBEX advanced
 \$1,122,837.35 to finance the purchase of multiple insurance policies (Policy Nos. LPP686773,
 MXI93049926, ATN2086244, ATN20226245, ERACM8F20, H20XC5012708,

1 ANE204720020, and BCCR4500357321) (the “Policies”) by the Debtors. In exchange,
2 Peterson-Dean agreed to make nine monthly payments of \$127,335.53 (“Monthly Payments”)
3 commencing June 1, 2020 to repay the loan. The Debtors provided AFS/IBEX with a security
4 interest in and an assignment of “all insurance policies listed herein and all unearned premium,
5 returned premium, dividend payments, and loss payments which reduce the unearned premiums
6 thereof.” Ex. A, Premium Finance Agreement, ¶ 3.

7 5. I am familiar with the Notices of Financed Premiums related to the Policies,
8 pursuant to which AFS/IBEX notified each insurance carrier in writing that the Debtors assigned
9 their interests in the Policies to AFS/IBEX. Specifically, on May 19, 2020, Notices of the
10 Financed Premiums were provided to the brokers and insurance carriers related to the Policies,
11 attached hereto as **Exhibit B**.

12 6. Peterson-Dean granted AFS/IBEX a limited power of attorney to cancel the
13 Policies in the event of default, collect the collateral (namely unearned premiums) and apply the
14 proceeds to the indebtedness owed to AFS/IBEX. *See* Premium Finance Agreement, Ex. A., ¶
15 10.

16 7. The Premium Finance Agreement granted AFS/IBEX a first priority security
17 interest in and assignment of the Policies and related unearned premiums. It further granted
18 AFS/IBEX a limited power to attorney to cancel the Policies and collect the premiums upon
19 default. *See* Premium Finance Agreement, Ex. A, ¶¶ 3, 10.

20 8. Pursuant to the Adequate Protection Order (Dkt. No. 742), the Debtors were
21 authorized to make, and AFS/IBEX was authorized to retain, all Monthly Payments. The
22 Debtors made all monthly payments except for the ninth and final Monthly Payment that became
23 due February 1, 2021.

24 ///

25 ///

26 ///

27 ///

28 ///

1 9. As of February 16, 2021, the value of the unearned premiums on the Policies was
2 \$211,075.00. The value of the collateral is deteriorating at a rate of \$2,891.45 per diem.

3 **I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE IS TRUE**
4 **AND CORRECT.**

5
6 Dated: February 18, 2021

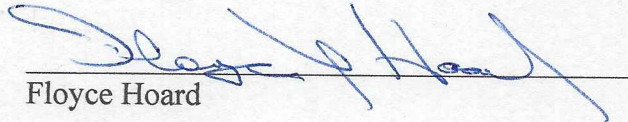

Floyce Hoard

EXHIBIT A

Acct # **2003341**

v3

AGENT'S NAME AND ADDRESS CODE: A16236 Edgewood Partners Ins Center/San Ramon EPIC 3000 Executive Parkway Ste 325 San Ramon, CA 94583 (925) 244-7700		BORROWER'S NAME AND ADDRESS Petersen-Dean, Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538 (510) 876-4006	
1301 Dove Street, Ste 1000 Newport Beach, CA 92660 Tel: (800) 347-4986 Fax (866) 674-0129			

A. Total Premiums	B. Down Payment	Unpaid Principal Balance	C. Document Stamp Tax	D. Amount Financed (A - B + C)	E. Finance Charge	F. TOTAL OF PAYMENTS (D + E)	ANNUAL PERCENTAGE RATE
\$ 1,408,821.69	\$ 285,984.34	\$ 1,122,837.35	\$ 0.00	\$ 1,122,837.35	\$ 23,182.42	\$ 1,146,019.77	4.850 %

Payment Schedule	NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	FIRST PAYMENT DUE
	9	\$ 127,335.53	6/1/2020 (Monthly)

Quote Number:3204534

Date Generated: 4/29/2020 4:33:28 PM

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	NAME OF THE INSURANCE COMPANY AND NAME/ADDRESS OF GENERAL OR POLICY ISSUING AGENT	TYPE OF COVERAGE	POLICY TERM	PREMIUM
TBI	4/30/2020	C05734-RSUI Indemnity Co-CA G07154-Wholesale Trading Ins Svs LLC-CA [ME:25.000 %, CX:10] [PR]	ERP	12	80,000.00
			Ernd. Taxes/Fees		2,600.00
			Fin. Taxes/Fees		0.00
TBI	4/30/2020	C05994-AGCS Marine Insurance Company [CX:10] [PR]	PROP	12	138,582.00
			Ernd. Taxes/Fees		0.00
			Fin. Taxes/Fees		0.00
TBI	4/30/2020	C06292-*United Specialty Ins Co-OH G07154-Wholesale Trading Ins Svs LLC-CA [ME:25.000 %, CX:10] [PR]	GL	12	390,250.00
			Ernd. Taxes/Fees		1,300.00
			Fin. Taxes/Fees		12,712.38
			Broker Fee:		275,000.00
(POLICIES CONTINUED ON NEXT PAGE.)					
100% OF ALL FEES AND TAXES MUST BE INCLUDED					
TOTAL PREMIUMS must agree with Block "A" above					
TOTAL					\$ 1,408,821.69

64,437.70,110,739.15,322,256.01,107,751.54,10,933.11,232,037.25,6,118.74,11,513.77,37,050.08 (Fin. BF) 220,000.00

Security Agreement

- DEFINITIONS:** The above insured ("Borrower" or "Insured") is the debtor. AFS/IBEX, a division of MetaBank®, National Association, is the lender to whom the debt is owed (LENDER). Singular words shall mean plural and vice versa as may be required in order to give the agreement meaning "insurance company or company", "insurance policy or policy", and "premium" refer to those items listed under "Schedule of Policies".
- PROMISE TO PAY:** Borrower promises to pay LENDER the total amount in Block "F" above until paid in full. This total equals the amount financed together with interest at the rate identified above computed in accordance with the Rule of 78's. The monthly payment amount reflected above will be due on the same day each month. Payments include principal and interest. Insured will pay LENDER at its address above, or such other place LENDER may designate in writing.
- SECURITY INTEREST:** Borrower hereby grants LENDER a security interest in all insurance policies listed herein and all unearned premium, returned premium, dividend payments, and loss payments which reduce the unearned premiums thereof ("Collateral"). Borrower assigns to LENDER as security for the total amount payable in this Agreement any of the above which may become payable under the insurance policies, subject to any mortgagee or loss payee interests. Borrower agrees to take whatever actions are requested by LENDER to perfect and continue LENDER'S security interest in the Collateral.
- LATE CHARGE:** For any installment payment received more than five (5) days (or such greater number of days required by applicable law) after the due date, Borrower agrees to pay a late charge of up to 5% of such installment.

The undersigned warrants and agrees:

NOTICE TO INSURED: (1) DO NOT SIGN this agreement until you have read all pages and filled in any blank spaces. (2) When signed below by you, or on your behalf, you (Borrower) acknowledge receipt of a copy this Agreement, attest to having full power and authority to enter into this Agreement and sign on behalf of all entities named above as Borrowers, and that you understand and agree to the provisions printed above and in the ADDITIONAL PROVISIONS section of this Agreement and that both the front and any subsequent pages constitute the Agreement between Borrower and Lender. (3) You understand that this is for commercial policies and the producer may be receiving compensation from the LENDER for the preparation and administration of this Agreement as further described below.

Borrower hereby requests LENDER to pay the financed portion of its insurance policy premiums listed above, on its behalf and **AGREES TO THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE PROVISIONS ABOVE AND THOSE THAT FOLLOW.**

Date 04/30/2020

George Milianis

SIGNATURE OF THE INSURED(S) OR DULY AUTHORIZED AGENT OF INSURED(S)

Q# 3204534 PRN:042920 CFG:AFSIBEXLN L:101 DP%:20.000 RT:AFSIBEXLCNEPIC (M-0)DD:N/A BM:Invoice
RF:\$10,797.71 Qtd For:A16236 NAPR:2.600 DOWN MEMOS

PRODUCER REPRESENTATIONS:

The undersigned warrants and agrees:

- Insured has received a copy of this agreement, (2) the policies are in full force and effect and the information in the schedule of policies and the premiums are correct, (3) Insured has authorized this transaction, recognizes the security interest assigned herein, (4) to hold in trust for LENDER any payments made or credited to Insured through or to the undersigned, directly, indirectly, actually or constructively by any of the insurance companies and to pay the monies to LENDER upon demand to satisfy the then outstanding indebtedness of Insured and that any lien the undersigned now has or hereafter may require on any return premium arising out of the above listed insurance policies is subordinated to LENDER lien or security interest herein, (5) there are no exceptions to the policies financed other than those indicated and the policies comply with LENDER'S eligibility requirements, (6) the policies can be cancelled by Insured or the company and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated. (7) that if Insured is subject to any bankruptcy or insolvency proceeding that is known to Producer, it must be disclosed to LENDER. (8) Included in the finance charge above is \$10,797.71 paid to the originator of this finance agreement if permitted by applicable law.

Date 05/01/2020

Carol L Cohan

SIGNATURE OF DULY AUTHORIZED AGENT OR BROKER OF INSURED(S)

SCHEDULE OF POLICIES (Continued)

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	NAME OF THE INSURANCE COMPANY AND NAME/ADDRESS OF GENERAL OR POLICY ISSUING AGENT	TYPE OF COVERAGE	POLICY TERM	PREMIUM
TBI	4/30/2020	C06292-*United Specialty Ins Co-OH G07154-Wholesale Trading Ins Svs LLC-CA [ME:25.000 %, CX:10] [PR]	GL	12	130,250.00
			Ernd. Taxes/Fees		1,300.00
			Fin. Taxes/Fees		4,275.38
TBI	4/30/2020	C06217-Aspen Specialty Ins Co-CA [ME:25.000 %, CX:10] [PR]	POLU	12	13,250.00
			Ernd. Taxes/Fees		0.00
			Fin. Taxes/Fees		431.82
TBI	4/30/2020	C05050-Houston Casualty Company G07154-Wholesale Trading Ins Svs LLC-CA [ME:25.000 %, CX:10] [PR]	EXLB	12	281,239.00
			Ernd. Taxes/Fees		0.00
			Fin. Taxes/Fees		9,140.27
TBI	4/30/2020	C06418-Axis Insurance Company-NY New York [ME:25.000 %, CX:10] [PR]	PL	12	7,397.00
			Ernd. Taxes/Fees		75.00
			Fin. Taxes/Fees		242.84
TBI	4/30/2020	C05812-Beazley Insurance Co Inc G07154-Wholesale Trading Ins Svs LLC-CA [CX:10] [PR]	CRIM	12	14,408.00
			Ernd. Taxes/Fees		0.00
			Fin. Taxes/Fees		0.00
TBI	4/30/2020	C05972-Argonaut Ins Company [ME:100.000 %, CX:10] [PR]	BOND	12	46,368.00
			Ernd. Taxes/Fees		0.00
			Fin. Taxes/Fees		0.00

ADDITIONAL PROVISIONS OF SECURITY AGREEMENT

5. **DEFAULT:** Each of the following shall constitute an event of default under this Agreement:
- Insured does not pay any installment according to the terms of this Agreement.
 - LENDER, in good faith, believes that the policy has been cancelled, modified, is no longer in effect, or was never in existence.
 - Insured does not comply with any of the terms of this Agreement.
 - Insured or insurer voluntarily or involuntarily becomes the subject of a bankruptcy, receivership or any other kind of insolvency proceeding.
 - If Insured is a business and stops doing business or ceases to be qualified to do business. LENDER at its option may enforce payment of this debt without recourse to the security given to LENDER.
 - Any warranty, representation or statement made or furnished to LENDER by Borrower or on Borrower's behalf under this Agreement is false or misleading in any material respect, either now or at the time made or furnished, or becomes false or misleading at any time thereafter.
6. **CANCELLATION AND LENDER'S RIGHTS IN EVENT OF DEFAULT:** In the event of default, LENDER may cancel the insurance policies and the unpaid balance due to LENDER shall be immediately due by Borrower. Borrower hereby waives presentment, protest, and notice of dishonor. No delay or omission on LENDER's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of such right or power, nor will Lender's action or inaction impair any such right or power. Any payments made to LENDER after LENDER's Notice of Cancellation of the insurance policies has been mailed may be credited to the Borrower's account without affecting the acceleration of this Agreement and without any liability or obligation on LENDER's part to request reinstatement of the cancelled insurance policies. If there is a balance due after LENDER receives the unearned premiums, dividends, or loss payments from the insurance company then Borrower will pay the balance to LENDER with interest at the rate shown in this contract. If LENDER requests reinstatement, Borrower agrees that LENDER has no liability to Borrower if the policy is not reinstated. Only the insurance company has the authority to reinstate a policy financed pursuant to this Agreement.
7. **PREPAYMENT/REFUNDS:** Borrower shall have the right to prepay, in whole or in part, the amounts due hereunder at any time without penalty. If Borrower pays the total amount in Block "F" on page 1 early, Borrower shall receive a refund of the unearned finance charge computed in accordance with the Rule of 78s. If such prepayment in full occurs before the 1st installment due date, lender shall retain the finance charge which could be retained if the 1st installment period were 1 month and the loan were prepaid in full on the 1st installment due date. Any finance charge in excess of such amounts shall be refunded to Borrower. If a refund is less than \$1.00, no refund shall be made.
8. **DOCUMENT STAMP TAX:** Fees assessed for state and government recording services as determined by applicable law.
9. **RETURNED PAYMENT CHARGE:** Insured will be assessed a returned payment charge of \$15, if permitted by applicable law, for each payment returned to Lender because Insured had no account or insufficient funds in the payor bank.
10. **LIMITED POWER OF ATTORNEY:** Borrower irrevocably appoints LENDER as its Attorney-In-Fact with full authority to cancel the insurance policies, and receive all sums assigned to LENDER or in which it has granted LENDER a security interest. LENDER may execute and deliver on Borrower's behalf all documents, instruments of payment, forms, and notices of any kind relating to the insurance policies in furtherance of this Agreement.
11. **COLLECTION COSTS AND FEES:** LENDER may hire or pay someone else to help collect unpaid amounts Borrower owes under this Agreement. To the extent not prohibited by applicable law, Borrower will pay LENDER any and all costs and expenses of collection, including, without limitation, reasonable attorneys' fees and court costs, regardless whether a lawsuit is commenced as part of the collection process, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and all other costs incurred or paid by LENDER in pursuing collection of amounts due under this Agreement or in exercising, enforcing, or defending LENDER's rights or remedies under this Agreement.
12. **SPECIAL INSURANCE POLICIES:** If the insurance policy issued to Insured is auditable or is a reporting form policy or subject to retrospective rating, Borrower agrees to promptly pay the insurance company the difference between the actual earned premium generated for the policy and the premiums financed under this Agreement.
13. **ADDITIONAL PREMIUMS:** Only those premiums shown will be advanced on behalf of Borrower. Payment of any additional premiums is the responsibility of Borrower. Should the Borrower desire to finance any additional premiums, written request must be provided to LENDER.
14. **SUCCESSORS AND ASSIGNS:** All legal rights given to LENDER shall benefit LENDER's successors and assigns. Insured agrees not to assign the policy without LENDER's written consent except for the interest of mortgagees and loss payees.
15. **BORROWER WARRANTIES AND REPRESENTATIONS:**
- Borrower warrants to LENDER that the insurance policies listed in the above schedule have been issued to Insured and are in full force and effect and that the Borrower has not assigned any interest in the policies except for the interest of mortgagees and loss payees.
 - Borrower represents that it is not insolvent or presently the subject of any insolvency proceeding, nor are any such proceedings contemplated, or if the named Borrower is the subject of such proceeding, Borrower has notified LENDER in writing.
 - The execution and delivery of this Agreement will not violate any law or agreement governing Borrower or to which Borrower is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.
 - Borrower will promptly notify LENDER in writing at LENDER'S address on the first page of this Agreement (or such other addresses as LENDER may designate from time to time) prior to any change in Borrower's name, address, or any other change that directly or indirectly relates to this Agreement.
16. **RIGHT OF SETOFF:** To the extent permitted by applicable law, LENDER reserves a right of setoff in all Borrower's accounts with LENDER. This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. This does not include any accounts for which setoff would be prohibited by applicable law. Borrower authorizes LENDER, to the extent permitted by applicable law, to charge or setoff all sums owed to LENDER against any and all such accounts, and, at LENDER'S option, to administratively freeze all such accounts to protect LENDER'S charge and setoff rights provided in this paragraph.
17. **JURY WAIVER:** LENDER and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either LENDER or Borrower against the other.
18. **GOVERNING LAW AND VENUE:** This Agreement will be governed by federal law applicable to LENDER and, to the extent not preempted by federal law, the laws of the State of South Dakota without regard to its conflict of law provisions. If there is a lawsuit, Borrower agrees upon LENDER'S request to submit to the jurisdiction of the courts of Lincoln County, State of South Dakota.
19. **GENERAL PROVISIONS:** Entry into this financing arrangement is not a condition of obtaining insurance. You may opt to pay the premium for such insurance without financing such premium, or to obtain financing from some other source if you choose. If any provision contained in this Agreement should be invalid, illegal, or unenforceable in any respect, it shall not affect or impair the validity, legality, and enforceability of the remaining provisions of this Agreement. Failure to exercise any of its rights or remedies under this Agreement shall not result in any waiver by LENDER of those rights. All representations, warranties, and agreements made by Borrower in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness is paid in full.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THIS AGREEMENT. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.

EXHIBIT B

ACCOUNT NUMBER
1073 - 2003341-1
Refer to this number on all correspondence

NOTICE OF FINANCED PREMIUM

AFS/IBEX, a division of MetaBank®, N.A. (LENDER)
 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

Insurance Company (05795071) RSUI Indemnity Co-CA 15303 Ventura Blvd Ste 500 Sherman Oaks, CA 91403		General Agent Wholesale Trading Ins Svs LLC-CA 135 Main St Ste 1875 San Francisco, CA 94105		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	TBI COVERAGE: ERP	4/30/2020	12	80,000.00 ERN T/F: 2,600.00
INSURANCE COMPANY	AGENT		FUNDING WILL BE SENT TO	
RSUI Indemnity Co-CA	Edgewood Partners Ins Center/San		Edgewood Partners Ins Center/San	

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER**THIS POLICY REQUIRES NO MORE THAN 10 DAYS TO EFFECT CANCELLATION.**

LENDER has entered into a contract with your insured to advance the premiums on the policy described above subject to the conditions stated herein. The insured has assigned to LENDER any and all unearned premiums and dividends (except in Kentucky) which may become payable under the policy. Upon default in payment of any installment, LENDER will cancel the policy in accordance with authority given LENDER by the insured to cancel on his behalf.

LENDER MUST BE ADVISED IF ANY OF THE FOLLOWING CONDITIONS EXIST:

1. The policy description is other than as indicated.
2. The policy is not in full force and effect, is subject to a minimum earned premium, includes a fully earned policy fee, or is auditable.
3. The policy premium is to be paid other than as indicated.
4. A general agent or any other agent than indicated should be notified.
5. THIS POLICY REQUIRES NO MORE THAN 10 DAYS TO EFFECT CANCELLATION

IN CONSIDERATION OF LENDER ADVANCING THE PREMIUM THE INSURER AGREES THAT:

1. If the insured fails to pay LENDER and if the LENDER cancels the policy, it will pay LENDER, with or without surrender of the policy: A) On fixed premium policies - the gross pro rata unearned premium. B) On deposit or provisional policies - the gross unearned premium irrespective of the actual premium earned by audit, report or retrospective rating, as if the premium were fixed.
2. If the policy is cancelled by the insurer or authorized agent it will pay LENDER the gross unearned premium computed in the same manner as indicated in 1A or 1B above.
3. It will pay LENDER all gross unearned premiums which may become available as a result of endorsement and dividends (except in Kentucky) which may become available under the policy.
4. It will not allow the insured to assign the policy, except for mortgagees or loss payee interest, or permit endorsement of the policy to include the named new insureds without written consent from LENDER.
5. If a loss reduces the unearned premium, LENDER will be named on the loss check or draft as an additional loss payee (except in Kentucky.)

BY RECEIPT OF THIS NOTICE IT IS HEREBY ACKNOWLEDGED THAT YOU AGREE TO AND ACCEPT THE TERMS CONTAINED HEREIN AND THAT THE POLICY DESCRIPTION IS CORRECT. IF THERE ARE ANY DISCREPANCIES YOU MUST CONTACT US WITHIN 5 BUSINESS DAYS OF THE DATE OF THIS NOTICE AT THE PHONE NUMBER SHOWN ABOVE.

ACCOUNT NUMBER
1073 - 2003341-1
Refer to this number on all correspondence

NOTICE OF FINANCED PREMIUM



AFS/IBEX, a division of MetaBank®, N.A. (LENDER)
 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

General Agent (05795072) Wholesale Trading Ins Svs LLC-CA 135 Main St Ste 1375 San Francisco, CA 94105		Insurance Company RSUI Indemnity Co-CA 15303 Ventura Blvd Ste 500 Sherman Oaks, CA 91403		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	TBI COVERAGE: ERP	4/30/2020	12	80,000.00 ERN T/F: 2,600.00
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
RSUI Indemnity Co-CA	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

THIS POLICY REQUIRES NO MORE THAN 10 DAYS TO EFFECT CANCELLATION.

LENDER has entered into a contract with your insured to advance the premiums on the policy described above subject to the conditions stated herein. The insured has assigned to LENDER any and all unearned premiums and dividends (except in Kentucky) which may become payable under the policy. Upon default in payment of any installment, LENDER will cancel the policy in accordance with authority given LENDER by the insured to cancel on his behalf.

LENDER MUST BE ADVISED IF ANY OF THE FOLLOWING CONDITIONS EXIST:

1. The policy description is other than as indicated.
2. The policy is not in full force and effect, is subject to a minimum earned premium, includes a fully earned policy fee, or is auditable.
3. The policy premium is to be paid other than as indicated.
4. A general agent or any other agent than indicated should be notified.
5. THIS POLICY REQUIRES NO MORE THAN 10 DAYS TO EFFECT CANCELLATION

IN CONSIDERATION OF LENDER ADVANCING THE PREMIUM THE INSURER AGREES THAT:

1. If the insured fails to pay LENDER and if the LENDER cancels the policy, it will pay LENDER, with or without surrender of the policy: A) On fixed premium policies - the gross pro rata unearned premium. B) On deposit or provisional policies - the gross unearned premium irrespective of the actual premium earned by audit, report or retrospective rating, as if the premium were fixed.
2. If the policy is cancelled by the insurer or authorized agent it will pay LENDER the gross unearned premium computed in the same manner as indicated in 1A or 1B above.
3. It will pay LENDER all gross unearned premiums which may become available as a result of endorsement and dividends (except in Kentucky) which may become available under the policy.
4. It will not allow the insured to assign the policy, except for mortgagees or loss payee interest, or permit endorsement of the policy to include the named new insureds without written consent from LENDER.
5. If a loss reduces the unearned premium, LENDER will be named on the loss check or draft as an additional loss payee (except in Kentucky.)

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ACCOUNT NUMBER
1073 - 2003341-1
Refer to this number on all correspondence

NOTICE OF FINANCED PREMIUM

AFS/IBEX, a division of MetaBank®, N.A. (LENDER)
 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

Insurance Company (05795077) AGCS Marine Insurance Company 225 W Washington Street Ste 1800 Chicago, IL 60606		Agent or Broker Edgewood Partners Ins Center/San Ramon EPIC 3000 Executive Parkway Ste 325 San Ramon, CA 94583		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	TBI COVERAGE: PROP	4/30/2020	12	138,582.00
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
AGCS Marine Insurance Company	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

THIS POLICY REQUIRES NO MORE THAN 10 DAYS TO EFFECT CANCELLATION.

LENDER has entered into a contract with your insured to advance the premiums on the policy described above subject to the conditions stated herein. The insured has assigned to LENDER any and all unearned premiums and dividends (except in Kentucky) which may become payable under the policy. Upon default in payment of any installment, LENDER will cancel the policy in accordance with authority given LENDER by the insured to cancel on his behalf.

LENDER MUST BE ADVISED IF ANY OF THE FOLLOWING CONDITIONS EXIST:

1. The policy description is other than as indicated.
2. The policy is not in full force and effect, is subject to a minimum earned premium, includes a fully earned policy fee, or is auditable.
3. The policy premium is to be paid other than as indicated.
4. A general agent or any other agent than indicated should be notified.
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NOTICE OF FINANCED PREMIUM

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 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

Insurance Company (05795078) *United Specialty Ins Co-OH Century Surety Co PO Box 163340 Columbus, OH 43216-3340		General Agent Wholesale Trading Ins Svs LLC-CA 135 Main St Ste 1875 San Francisco, CA 94105		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	ATN2086244 COVERAGE: GL	4/30/2020	12	390,250.00 FIN T/F: 12,712.38 ERN T/F: 1,300.00
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
*United Specialty Ins Co-OH	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

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NOTICE OF FINANCED PREMIUM

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 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

General Agent (05795073) Wholesale Trading Ins Svs LLC-CA 135 Main St Ste 1875 San Francisco, CA 94105		Insurance Company *United Specialty Ins Co-OH Century Surety Co PO Box 163340 Columbus, OH 43216-3340		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	ATN2086244 COVERAGE: GL	4/30/2020	12	390,250.00 FIN T/F: 12,712.38 ERN T/F: 1,300.00
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
*United Specialty Ins Co-OH	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

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ACCOUNT NUMBER
1073 - 2003341-1
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NOTICE OF FINANCED PREMIUM

AFS/IBEX, a division of MetaBank®, N.A. (LENDER)
 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

Insurance Company (05795079) *United Specialty Ins Co-OH Century Surety Co PO Box 163340 Columbus, OH 43216-3340		General Agent Wholesale Trading Ins Svs LLC-CA 135 Main St Ste 1875 San Francisco, CA 94105		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	ATN2026245 COVERAGE: GL	4/30/2020	12	130,250.00 FIN T/F: 4,275.38 ERN T/F: 1,300.00
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
*United Specialty Ins Co-OH	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

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ACCOUNT NUMBER	NOTICE OF FINANCED PREMIUM	NOTICE DATE
1073 - 2003341-1	 <p>AFS/IBEX, a division of MetaBank®, N.A. (LENDER) 1301 Dove Street, Ste 1000 Newport Beach, CA 92660 Phone: (800) 347-4986 Fax: (866) 674-0129 Email: service@afsibex.com</p>	5/19/2020
Refer to this number on all correspondence		

General Agent (05795074) Wholesale Trading Ins Svs LLC-CA 135 Main St Ste 1875 San Francisco, CA 94105		Insurance Company *United Specialty Ins Co-OH Century Surety Co PO Box 163340 Columbus, OH 43216-3340		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	ATN2026245 COVERAGE: GL	4/30/2020	12	130,250.00 FIN T/F: 4,275.38 ERN T/F: 1,300.00
INSURANCE COMPANY		AGENT		FUNDING WILL BE SENT TO
*United Specialty Ins Co-OH		Edgewood Partners Ins Center/San		Edgewood Partners Ins Center/San

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

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ACCOUNT NUMBER
1073 - 2003341-1
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NOTICE OF FINANCED PREMIUM



AFS/IBEX, a division of MetaBank®, N.A. (LENDER)
 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

Insurance Company (05795080) Aspen Specialty Ins Co-CA 135 Main St Ste 1950 San Francisco, CA 94105		Agent or Broker Edgewood Partners Ins Center/San Ramon EPIC 3000 Executive Parkway Ste 325 San Ramon, CA 94583		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	TBI COVERAGE: POLLU	4/30/2020	12	13,250.00 FIN T/F: 431.82
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
Aspen Specialty Ins Co-CA	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

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NOTICE OF FINANCED PREMIUM

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 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

Insurance Company (05795081) Houston Casualty Company 13403 Northwest Frwy Ste 200 Houston, TX 77040-2401		General Agent Wholesale Trading Ins Svs LLC-CA 135 Main St Ste 1875 San Francisco, CA 94105		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	H20XC5012708 COVERAGE: EXLB	4/30/2020	12	281,239.00 FIN T/F: 9,140.27
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
Houston Casualty Company	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

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 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

General Agent (05795075) Wholesale Trading Ins Svs LLC-CA 135 Main St Ste 1875 San Francisco, CA 94105		Insurance Company Houston Casualty Company 13403 Northwest Frwy Ste 200 Houston, TX 77040-2401		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	H20XC5012708 COVERAGE: EXLB	4/30/2020	12	281,239.00 FIN T/F: 9,140.27
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
Houston Casualty Company	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

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NOTICE OF FINANCED PREMIUM

AFS/IBEX, a division of MetaBank®, N.A. (LENDER)
 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
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NOTICE DATE
5/19/2020

Insurance Company (05795082) Axis Insurance Company-NY New York 1211 Avenue of the Americas 24th FL New York, NY 10036		Agent or Broker Edgewood Partners Ins Center/San Ramon EPIC 3000 Executive Parkway Ste 325 San Ramon, CA 94583		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	TBI COVERAGE: PL	4/30/2020	12	7,397.00 FIN T/F: 242.84 ERN T/F: 75.00
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
Axis Insurance Company-NY New York	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

THIS POLICY REQUIRES NO MORE THAN 10 DAYS TO EFFECT CANCELLATION.

LENDER has entered into a contract with your insured to advance the premiums on the policy described above subject to the conditions stated herein. The insured has assigned to LENDER any and all unearned premiums and dividends (except in Kentucky) which may become payable under the policy. Upon default in payment of any installment, LENDER will cancel the policy in accordance with authority given LENDER by the insured to cancel on his behalf.

LENDER MUST BE ADVISED IF ANY OF THE FOLLOWING CONDITIONS EXIST:

1. The policy description is other than as indicated.
2. The policy is not in full force and effect, is subject to a minimum earned premium, includes a fully earned policy fee, or is auditable.
3. The policy premium is to be paid other than as indicated.
4. A general agent or any other agent than indicated should be notified.
5. THIS POLICY REQUIRES NO MORE THAN 10 DAYS TO EFFECT CANCELLATION

IN CONSIDERATION OF LENDER ADVANCING THE PREMIUM THE INSURER AGREES THAT:

1. If the insured fails to pay LENDER and if the LENDER cancels the policy, it will pay LENDER, with or without surrender of the policy: A) On fixed premium policies - the gross pro rata unearned premium. B) On deposit or provisional policies - the gross unearned premium irrespective of the actual premium earned by audit, report or retrospective rating, as if the premium were fixed.
2. If the policy is cancelled by the insurer or authorized agent it will pay LENDER the gross unearned premium computed in the same manner as indicated in 1A or 1B above.
3. It will pay LENDER all gross unearned premiums which may become available as a result of endorsement and dividends (except in Kentucky) which may become available under the policy.
4. It will not allow the insured to assign the policy, except for mortgagees or loss payee interest, or permit endorsement of the policy to include the named new insureds without written consent from LENDER.
5. If a loss reduces the unearned premium, LENDER will be named on the loss check or draft as an additional loss payee (except in Kentucky.)

BY RECEIPT OF THIS NOTICE IT IS HEREBY ACKNOWLEDGED THAT YOU AGREE TO AND ACCEPT THE TERMS CONTAINED HEREIN AND THAT THE POLICY DESCRIPTION IS CORRECT. IF THERE ARE ANY DISCREPANCIES YOU MUST CONTACT US WITHIN 5 BUSINESS DAYS OF THE DATE OF THIS NOTICE AT THE PHONE NUMBER SHOWN ABOVE.

ACCOUNT NUMBER
1073 - 2003341-1
Refer to this number on all correspondence

NOTICE OF FINANCED PREMIUM

AFS/IBEX, a division of MetaBank®, N.A. (LENDER)
 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

General Agent (05795076) Wholesale Trading Ins Svs LLC-CA 135 Main St Ste 1875 San Francisco, CA 94105		Insurance Company Beazley Insurance Co Inc 30 Batterson Park Rd Farmington, CT 06032		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	TBI COVERAGE: CRIM	4/30/2020	12	14,408.00
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
Beazley Insurance Co Inc	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

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ACCOUNT NUMBER	NOTICE OF FINANCED PREMIUM	NOTICE DATE
1073 - 2003341-1 Refer to this number on all correspondence	<div style="text-align: center;">  A division of MetaBank® </div> <div style="text-align: right;"> AFS/IBEX, a division of MetaBank®, N.A. (LENDER) 1301 Dove Street, Ste 1000 Newport Beach, CA 92660 Phone: (800) 347-4986 Fax: (866) 674-0129 Email: service@afsibex.com </div>	5/19/2020

Insurance Company (05795083) Beazley Insurance Co Inc 30 Batterson Park Rd Farmington, CT 06032		General Agent Wholesale Trading Ins Svs LLC-CA 135 Main St Ste 1875 San Francisco, CA 94105		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	TBI COVERAGE: CRIM	4/30/2020	12	14,408.00
INSURANCE COMPANY	AGENT		FUNDING WILL BE SENT TO	
Beazley Insurance Co Inc	Edgewood Partners Ins Center/San		Edgewood Partners Ins Center/San	

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

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ACCOUNT NUMBER
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NOTICE OF FINANCED PREMIUM

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 1301 Dove Street, Ste 1000
 Newport Beach, CA 92660
 Phone: (800) 347-4986
 Fax: (866) 674-0129
 Email: service@afsibex.com

NOTICE DATE
5/19/2020

Insurance Company (05795084) Argonaut Ins Company PO Box 469011 San Antonio, TX 78246		Agent or Broker Edgewood Partners Ins Center/San Ramon EPIC 3000 Executive Parkway Ste 325 San Ramon, CA 94583		
INSURED	POLICY NUMBER	EFFECTIVE DATE	TERM	POLICY PREMIUM
Petersen Dean Inc 39300 Civic Center Dr Ste 300 Fremont, CA 94538	TBI COVERAGE: BOND	4/30/2020	12	46,368.00
INSURANCE COMPANY	AGENT	FUNDING WILL BE SENT TO		
Argonaut Ins Company	Edgewood Partners Ins Center/San	Edgewood Partners Ins Center/San		

TO THE INSURER OR AUTHORIZED AGENT OF THE INSURER

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