Fill in this information to identify the case:							
Debtor	E&L Enterprises Limited						
United States Ba	ankruptcy Court for the:	District of New Jersey (State)					
Case number	24-12041						

## 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.

Pa	art 1: Identify the Clair	m						
1.	Who is the current creditor?	See summary page  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?  See summary page  Contact phone 2124587101  Contact email kevin.larner@aig.com  Uniform claim identifier for electronic payments in chapter 13 (if you use	,					
4.	Does this claim amend one already filed?	<ul><li>✓ No</li><li>✓ Yes. Claim number on court claims registry (if known)</li></ul>	Filed on					
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the earlier filing?						

Official Form 410 Proof of Claim

3.	. Do you have any number	<b>☑</b> No
	you use to identify the debtor?	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:
7.	How much is the claim?	\$ UNLIQUIDATED  . 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).
3.	What is the basis of the	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
	claim?	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.
		CEE ATTACHED
		SEE ATTACHED
_	Is all or part of the claim	<b>☑</b> No
	secured?	Yes. The claim is secured by a lien on property.
		Nature or property:
		<u>_</u>
		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> .
		Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of</i>
		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.
		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
		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:
		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:  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
		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:  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.)
		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:  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:  \$
		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
		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

	Yes. Amount necessary to cure any default as of the date of the petition.
11. Is this claim subject to a right of setoff?	<ul><li>No</li><li>✓ Yes. Identify the property: <u>SEE_ATTACHED</u></li></ul>

Official Form 410 Proof of Claim

**✓** No

10. Is this claim based on a lease?

12. Is all or part of the claim	<b>№</b> No		
entitled to priority under 11 U.S.C. § 507(a)?	Yes. Chec	ck all that apply:	Amount entitled to priority
A claim may be partly priority and partly		estic support obligations (including alimony and child support) under S.C. § 507(a)(1)(A) or (a)(1)(B).	¢.
nonpriority. For example, in some categories, the law limits the amount		\$3,350* of deposits toward purchase, lease, or rental of property rvices for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
entitled to priority.	☐ Wage days	es, salaries, or commissions (up to \$15,150*) earned within 180 before the bankruptcy petition is filed or the debtor's business ends, never is earlier. 11 U.S.C. § 507(a)(4).	\$
	☐ Taxes	s or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$
	Contr	ributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
	Other	r. 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)?	days befo the ordina	rate the amount of your claim arising from the value of any goods receive the date of commencement of the above case, in which the goods ary course of such Debtor's business. Attach documentation supporting	have been sold to the Debtor in
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.	I am the trus I am a guara I understand that the amount of the I have examined to	ditor.  ditor's attorney or authorized agent.  tee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  Intor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.  an authorized signature on this <i>Proof of Claim</i> serves as an acknowled claim, the creditor gave the debtor credit for any payments received to the information in this <i>Proof of Claim</i> and have reasonable belief that the enalty of perjury that the foregoing is true and correct.	ward the debt.
	/s/Kevin J. Signature	· ·	
		f the person who is completing and signing this claim:	
	Name	Kevin J. Larner, Esq. First name Middle name Lastr	name
	Title	Authorized Representative	
	Company	AIG Property Casualty, Inc. Identify the corporate servicer as the company if the authorized agent is a servicer	<u> </u>
	Address		
	Contact phone	Fmail	



Official Form 410 Proof of Claim

## KCC ePOC Electronic Claim Filing Summary

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

Debtor:				
24-12041 - E&L Enterprises Limited				
District:				
District of New Jersey, Trenton Division				
Creditor:	Has Supporting Doc	umentation:		
AIG Property Casualty, Inc. and its affiliates identified on the Addendum hereto				
Attn: Kevin J. Larner, Esq.				
28 Liberty Street, Floor 22	Has Related Claim:			
N. W. I. N. J. 1997	No			
New York, NY, 10005	Related Claim Filed	Ву:		
Phone:				
2124587101	Filing Party:			
Phone 2:	Authorized ag	ent		
Fax:				
Email:				
kevin.larner@aig.com				
Other Names Used with Debtor:	Amends Claim:			
	No			
	Acquired Claim:			
	No			
Basis of Claim:	Last 4 Digits:	Uniform Claim Identifier:		
SEE ATTACHED	No			
Total Amount of Claim:	Includes Interest or	Charges:		
UNLIQUIDATED	No			
Has Priority Claim:	Priority Under:			
No				
Has Secured Claim:	Nature of Secured A	mount:		
No	Value of Property:			
Amount of 503(b)(9):	Annual Interest Rate	·		
No		•		
Based on Lease:	Arrearage Amount:			
No	Basis for Perfection:			
Subject to Right of Setoff:	Amount Unsecured:			
Yes, SEE ATTACHED				
Submitted By:				
Kevin J. Larner, Esq. on 02-May-2024 7:11:07 a.m. Eastern	Time			
Title:				
Authorized Representative				
Company:				
AIG Property Casualty, Inc.				

Fill in this information to identify the case:							
Debtor 1 <u>E&amp;L Enterprises Limited</u>							
Debtor 2 (Spouse, if filing)							
United States Bankruptcy Court for the:	District of: New Jersey (State)						
Case number <u>24-12041</u>	(Glale)						

## Official Form 410

## **Proof of Claim**

04/16

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 of 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.

F	art 1: Identify the Cla	aim							
1.	Who is the current creditor?	AIG Property Casualty, Inc. and its affiliates identified on the Addendum hereto  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	⊠ No							
	acquired from someone else?	☐ Yes. From whom?							
3.	Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)						
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	AIG Property Casualty, Inc., Attn: Kevin J. Larner, Esq. Name	Name						
		28 Liberty Street, Floor 22 Number Street	Number Street						
		New York, NY 10005 City State ZIP Code	City	State	ZIP Code				
		Contact phone (212) 458-7101	Contact phone						
		Contact email kevin.larner@aig.com	Contact email						
		Uniform claim identifier for electronic payments in chapter 13 (if you	use one):						
4.	Does this claim amend	⊠ No							
	one already filed?	☐ Yes. Claim number on court claims registry (if known) _		Filed on: MM	/ DD / YYYY				
5.	Do you know if anyone	⊠ No							
	else has filed a proof of claim for this claim?	☐ 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 No you use to identify the Yes. Last 4 digits of the debtor's account number you use to identify the debtor: debtor? 7. How much is the claim? \$UNLIQUIDATED (SEE ATTACHED)\*\* Does this amount include interest of other charges? \*\* Subject to adjustment Yes Attach statement itemizing interest, fees, expenses or other charges required by Bankruptcy Rule 3001(c)(2)(A). What is the basis of the Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death or credit card. claim? 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. SEE ATTACHED 9. Is all or part of the claim ☑ No secured? 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 as security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the liens 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 amounts should match the amount in line Amount necessary to cure any default as of the date of the petition: \$\_\_\_\_\_ Annual Interest Rate (when case was filed) \_\_\_\_\_% ☐ Fixed ☐ Variable 10. Is the claim based on a No lease? Yes. Amount necessary to cure any default as of the date of the petition. \$\_\_\_\_\_ 11. Is the claim subject to a □ No right of setoff? ✓ Yes. Identify the property: <u>SEE ATTACHED</u>

P								
12. Is all or part of the claim entitled to priority under	⊠ No							
11 U.S.C. § 507(a)?	☐ Yes. Check all	I that apply:		Amount entitled to priority				
A claim may be partly priority and partly	☐ Domestic 11 U.S.C	der \$						
nonpriority. For example, in some categories, the law limits the amount	☐ Up to \$2,7 services f							
entitled to priority.	☐ Wages, sa before the whicheve	days \$						
	☐ Taxes or p	penalties owed to governmental	units. 11 U.S.C. § 507(a)(8	). \$				
	☐ Contribution	ons to an employee benefit plan	. 11 U.S.C. § 507(a)(5).	\$				
	☐ Other. Sp	ecify subsection of 11 U.S.C. §	507(a)() that applies.	\$				
	* Amounts subj	ject to adjustment on 4/01/19 and ev	very 3 years after that for cases	begun on or after the date of adjustment.				
Part 3: Sign Below								
The person completing this proof of claim must sign	Check the appropris	ate box:						
and date it.	☐ I am the credito	r.						
FRBP 9011(b).	☑ I am the credito	r's attorney or authorized agent.						
If you file this claim electronically, FRBP	☐ I am the trustee, of the debtor, or their authorized agent. Bankruptcy Rule 3004.							
5005(a)(2) authorizes courts to establish local rules	☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.							
specifying what a signature is.				owledgment that when calculating the				
A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5	amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.  I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.							
years, or both. 18 U.S.C. §§ 152, 157, and 3751.	I declare under penalty of perjury that the foregoing is true and correct.							
	Executed on date	04/02/2024 MM / DD / YYYY						
	/s/ Kevin J. Larner, Es	sq.						
	Print the name of t	the person who is completing a	nd signing this claim:					
	Name	Kevin J. Larner, Esq. First Name	Middle Name	Last Name\				
	Title	Authorized Representative						
	Company	AIG Property Casualty, Inc. Identify the corporate servicers	as the company if the authorize	d agent is a servicer.				
	Address	28 Liberty Street, Floor 22 Number Street						
		New York, NY 10005 City	State	ZIP Code				
	Contact phone	(212) 458-7101	Email	kevin.larner@aig.com				

## UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY

In re:		Chapter 11
Thrasio Holdings, Inc., et al.,		Case No. 24-11840
	Debtors.	

# ADDENDUM TO PROOF OF CLAIM OF COMMERCE AND INDUSTRY INSURANCE COMPANY, GRANITE STATE INSURANCE COMPANY, ILLINOIS NATIONAL INSURANCE COMPANY, LEXINGTON INSURANCE COMPANY, NEW HAMPSHIRE INSURANCE COMPANY, AND CERTAIN OTHER ENTITIES RELATED TO AIG PROPERTY CASUALTY, INC.

Commerce and Industry Insurance Company, Granite State Insurance Company, Illinois National Insurance Company, Lexington Insurance Company, New Hampshire Insurance Company, and certain other entities related to AIG Property Casualty, Inc. (collectively, "AIG") that provide or provided insurance, insurance services and/or surety bonds to Thrasio Holdings, Inc., et al. (collectively, "Debtors") (see the List of Debtors attached hereto), hereby submit this addendum (the "Addendum") to its proof of claim (the "Proof of Claim").

- 1. As of February 28, 2024 (the "<u>Petition Date</u>"), the Debtors are indebted to AIG for premiums, deductibles, and other related fees, expenses and obligations for, among other things, insurance coverages and services provided and to be provided by AIG to the Debtors as more fully described below.
- 2. The Insurance Program. AIG provided the Debtors with certain insurance coverages and other services pursuant to various insurance policies and other agreements (collectively, the "Insurance Program") for varying periods commencing November 1, 1990 and ending 12:01 a.m., August 1, 2024. Attached hereto is a list of the policies issued by AIG to the Debtors and certain related documentation. This claim is made for all obligations of the Debtors and other named insureds arising under the Insurance Program whether or not the relevant insurance policies and related agreements are specifically listed or described in the attached list or documents. Moreover, the documents which evidence the Insurance Program are voluminous and it is not practical to attach and/or list all of them. Nothing in this description of the Insurance Program or any of the attached documents is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any policy or coverage.
- 3. <u>Fidelity and Surety Bonds</u>. AIG may have provided the Debtors with various surety, fidelity and other bonds for the account of the Debtors. Claim is asserted for all such bonds issued or outstanding and for all premiums, fees and expenses due thereunder, whether or not specifically listed or described in the attached documents. Nothing in this description of the bond programs is intended to vary, amend or alter in any way the terms,

conditions, coverages, limitations, exclusions or dates of coverage of any bond. Should AIG be called upon to pay on any such bond, AIG may amend this proof of claim to assert a claim on account of such payment.

#### 4. <u>Components of the Proof of Claim.</u>

- Program. Pursuant to the Insurance Program, the Debtors entered into certain agreements and are obligated to pay to AIG, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs that are not readily calculable as this time. Such amounts remain unmatured, contingent and/or unliquidated, and such amounts constitute AIG's unliquidated claim. When the amount of premiums, deductibles, fees, expenses and other costs due under the Insurance Program, including, without limitation, damages that may arise from the rejection of the Insurance Program or any part thereof, are liquidated, become mature or are determined, such amounts shall become a liquidated claim. AIG expressly reserves the right to amend or supplement its Proof of Claim at any time, including after any bar date, for whatever reason, including without limitation, for the purpose of filing additional claims or to specify the amount of AIG's unmatured, contingent and/or unliquidated claim as they become matured and/or liquidated.
- (b) Other Insurance or Services. To the extent AIG provides or provided any other or different insurance (including excess coverages or renewals of the Insurance Program), or other services to the Debtors, either included within or in addition to the Insurance Program, AIG hereby asserts a claim for all obligations of the Debtors to AIG arising thereunder, including, without limitation, premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and other costs arising from such transactions, or from funds advanced or to be advanced on the Debtors' behalf. Additionally, AIG reserves the right to amend this proof of claim to assert further amounts due or particulars in connection therewith.
- (c) <u>Bond Obligations</u>. To the extent of any bonds outstanding, the Debtors agreed to pay to AIG, among other things, any and all loss and expense, including, without limitation, attorneys' fees, incurred by AIG by reason of having issued any such bonds, and losses incurred as a result of the issuance of any bonds. The amount presently due AIG with respect to any bonds is unliquidated and untabulated.
- (d) **Quantum Meruit**. To the extent any Debtor received a benefit from insurance or from bonds provided by AIG, such Debtor is obligated to pay AIG for the value of the benefits received.
- (e) <u>Joint Liability</u>. Should it be established in these bankruptcy cases or otherwise that any of the Debtors have liability for the obligations of any of the other Debtors, or of any other additional insureds under the Insurance Programs, then this Proof of Claim asserts the same claim as AIG asserted against each such Debtor against such other Debtors. This Proof of Claim shall be deemed filed in the bankruptcy cases of all jointly-liable Debtors and AIG's failure to file this Proof of Claim in the bankruptcy cases of any jointly-liable Debtor shall in no way impact AIG's right to assert its claim against all jointly-liable Debtors.

- (f) <u>Indemnity Obligations</u>. In the event the Debtors have entered into any agreement with AIG pursuant to which Debtors have a duty to indemnify AIG, a claim is made herein for such right to indemnity.
- (g) <u>Other</u>. In connection with the foregoing, the Debtors also may be liable to AIG by virtue of relevant principles of contract and common law relating to, among other things, subrogation, suretyship, indemnification or contribution.
- 5. <u>Right of Recoupment</u>. AIG asserts the right to use funds paid to it on account of, among other things, the Insurance Program to recoup obligations of the Debtors arising from, among other things, the Insurance Program.
- 6. <u>Security</u>. To the extent AIG holds any cash or other collateral as security for its claim, regardless of whether such cash or collateral is property of the Debtors' estates, AIG asserts a secured claim and/or a right of setoff and reserves its rights to collect against same by recoupment and/or setoff. Alternatively or in addition, to the extent AIG holds an interest in any property of the Debtors, AIG asserts a security interest in same.
- 7. <u>Interest.</u> AIG claims all rights to claim interest to the extent permitted by law, including post-petition interest to the extent such interest is secured. To the extent this claim is unliquidated, appropriate interest (if any) remains unliquidated at this time. In preparing any tabulation of a liquidated claim, we will endeavor to include a tabulation of applicable interest to the extent dates of accrual of obligations can be readily ascertained. AIG reserves the right to amend such calculations and to claim additional interest as facts are learned, data compiled, and/or unliquidated claims become liquidated.
- 8. <u>Voluminous Documents Not Attached.</u> As indicated above, supporting documents for this Proof of Claim are voluminous. Additionally, supporting documents may contain confidential or privileged information. Supporting documents, including policies of insurance, are not attached, but may be made available upon request.
- 9. Administrative Expense. To the extent AIG's claim against the Debtors relates to insurance coverage provided after the Petition Date, AIG is entitled to administrative priority under 11 U.S.C. §§ 503(b)(1) and 507(a)(2). See In re MEI Diversified, Inc., 106 F.3d 829, 832 (8th Cir. 1997) (holding that an insurance company's claim for post-petition premium is entitled to administrative priority under section 503(b)(1) as an "actual, necessary" cost of preserving the bankruptcy estate); see also Metropolitan Ins. Co. v. Sharon Steel Corp. (In re Sharon Steel Corp.), 161 B.R. 934, 937 (Bankr. W.D. Pa. 1994); In re Gamma Fishing Co., 70 B.R. 949, 953-54 (Bankr. S.D. Cal. 1987). Therefore, through this Proof of Claim, AIG also asserts an administrative expense claim for all services provided, risks insured or occurrences occurring after the Petition Date, all or a portion of which may be set forth in this Proof of Claim. To the extent any amounts set forth herein are entitled to administrative expense priority, AIG hereby requests immediate allowance and payment of its administrative expense. Any failure by AIG to specifically assert an administrative expense claim against the Debtors' estates shall not be deemed a waiver by AIG of its right to payment of an administrative expense, said right being asserted herein and fully preserved.

- 10. **Arbitration.** The filing of this Proof of Claim is not intended to waive any right to arbitration. AIG expressly reserves the right to seek arbitration of any dispute arising in connection with this claim. To the extent of any pre-existing arbitration agreement between AIG and Debtors, this court's jurisdiction to resolve disputes should be limited to referring such disputes to arbitration and enforcing any arbitration award.
- 11. No Consent to Jurisdiction; No Waiver of Jury Trial. The filing of this Proof of Claim is not and shall not be deemed or construed as: (i) a consent to jurisdiction of this Court with respect to proceedings, if any, commenced in any of the Debtors' cases involving the Proof of Claim or AIG; (ii) a waiver or release of AIG's right to a trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal, public, or private rights in any case, controversy or proceeding related hereto, notwithstanding any designation of such matters as "core" proceedings pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (iii) a consent to this Court's entry of final orders or judgments with respect to the Proof of Claim or any other matter involving AIG; (iv) a waiver of AIG's right to have any and all orders and judgments of this Court reviewed de novo by a court duly authorized under Article III of the United States Constitution; or (v) a waiver of AIG's right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in the Debtors' bankruptcy cases or otherwise involving AIG.
- 12. Reservation of Rights. In executing and filing this Proof of Claim, AIG: (i) does not waive any right or rights that it has or may have against any other persons liable for all or part of the claim set forth herein; (ii) expressly reserves the right to amend or supplement this Proof of Claim in any respect; (iii) expressly reserves the right to assert all claims, causes of action, defenses, offsets or counterclaims; and (iv) expressly reserves the right to contest insurance coverage in the event of each or any claim that may be tendered by the Debtors for coverage.

Thrasio Holdings, Inc. Petition Date: 02/28/2024 Policy List Date: 03/15/2024											
Policy#	Profit Center	Branch	Major Class	Ultimate D&B	Account #	Insured Name	Writing Company	Effective	Expiration	Underwriter Last Name	Underwriter First Name
00018303318	92 - LEX CASUALT	73 - LEX DIVISION	UMB PRD/COMPL OF	118484920	117416074	THRASIO HOLDINGS, INC	LEXINGTON INSURANCE COMPANY	2021-08-01	2024-08-01	THIAGALINGAM	AARON
00006324547	66 - LEX PROGRAM	34 - H.O. SPECIAL	UNKNOWN	0	0	MD GROUP, INC.	NEW HAMPSHIRE INSURANCE CO	1990-11-01	2000-01-19		
0000026156	22 - MIDDLE MARK	556 - BOSTON CON	UNKNOWN	118484920	117416074	THRASIO, LLC	AMER INT'L LIFE ASSUR OF NY	2023-08-01	2024-07-31		
0080026156	22 - MIDDLE MARK	556 - BOSTON CON	UNKNOWN	118484920	117416074	THRASIO, LLC	AMER INT'L LIFE ASSUR OF NY	2023-08-01	2024-07-31		
2943321049	22 - MIDDLE MARK	556 - BOSTON CON	UNKNOWN	118484920	117416074	THRASIO, LLC	PAN PHILIPPINE GEN INS CORP	2022-10-31	2023-08-01		
2951043761	22 - MIDDLE MARK	556 - BOSTON CON	UNKNOWN	118484920	117416074	THRASIO, LLC	PAN PHILIPPINE GEN INS CORP	2023-08-21	2024-08-01		
2939652729	22 - MIDDLE MARK	556 - BOSTON CON	UNKNOWN	118484920	117416074	THRASIO, LLC	PAN PHILIPPINE GEN INS CORP	2021-10-27	2022-08-01		
0000025074	22 - MIDDLE MARK	556 - BOSTON CON	UNKNOWN	118484920	117416074	THRASIO, LLC	AMER INT'L LIFE ASSUR OF NY	2021-08-01	2024-07-31		
WS11016647	22 - MIDDLE MARK	554 - NY DOWNTO	UNKNOWN	118484920	117416074	THRASIO, LLC	RISK SPECS COMPANY OF KY,INC	2020-06-27	2024-08-01	MCNALLY	MARY
SB81000111	22 - MIDDLE MARK	556 - BOSTON CON	UNKNOWN	118484920	117416074	THRASIO, LLC	UNKNOWN	2022-04-05	2024-07-31		
H181517114	22 - MIDDLE MARK	556 - BOSTON CON	UNKNOWN	118484920	117416074	THRASIO, LLC	AI ASSRNCE CO. (BERMUDA) LTD	2021-02-12	2024-08-01		
00000265514	14 - SPECIALTY AE	34 - H.O. SPECIAL	UNKNOWN	55792241	55792241	E AND L ENTERPRISES INC;	COMMERCE AND INDUSTRY CO	2012-06-11	2024-06-24		
00008169370	13 - PAC SPECIALT	66 - ASSIGNED RI	UNKNOWN	785495789	785495789	E&L ENTERPRISES INC	GRANITE STATE INSURANCE CO	2003-09-01	2004-09-01		
00006803709	13 - PAC SPECIALT	66 - ASSIGNED RI	UNKNOWN	785495789	785495789	E&L ENTERPRISES INC	GRANITE STATE INSURANCE CO	2004-09-01	2005-09-01		
00002792009	13 - PAC SPECIALT	66 - ASSIGNED RI	UNKNOWN	785495789	785495789	E&L ENTERPRISES INC	GRANITE STATE INSURANCE CO	2005-09-01	2006-09-01		
00000206447	14 - SPECIALTY AE	34 - H.O. SPECIAL	UNKNOWN	0	0	E&L ENTERPRISES INC;	ILLINOIS NATIONAL INS CO	2003-06-11	2004-06-11		

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## Debtors' List

24-11840	Thrasio Holdings, Inc.
24-11839	MD Group Inc.
24-11841	Mauve Monkey, Inc
24-11842	Parchment Principles, Inc
24-11843	Sunrise Martinis, Inc.
24-11844	Sunrise Season, Inc
24-11845	Melanippe, Inc.
24-11846	Peach Projects, Inc.
24-11847	Carrot Solutions, Inc.
24-11848	Melon Movements, Inc.
24-11849	Sweet Nectar Enterprises, Inc.
24-11850	1 Thrasio One, Inc.
24-11851	Peanut Projects, Inc.
24-11852	Sandpaper Solutions, Inc.
24-11854	Meteor Movements, Inc.
24-11855	Cayenne Solutions, Inc.
24-11856	5 Thrasio Five, Inc.
24-11857	10 Thrasio Ten, Inc.
24-11858	Pearoller LTD
24-11859	Tangelo Tendencies, Inc.
24-11860	Mimosa Movements, Inc.
24-11862	Champagne Projects, Inc.
24-11864	Penny Rose Solutions, Inc.

24-11865	Tangerine Ideas, Inc.
24-11866	Kingfisher Creations Inc.
24-11867	6 Thrasio Six, Inc
24-11868	Sandstorm Solutions, Inc.
24-11869	Tawny Tasks, Inc.
24-11870	Charope, Inc.
24-11871	Corn Snake Surprises, Inc.
24-11873	Modetro Retail Limited aka Modetro Limited
24-11874	Bartstr Ltd
24-11875	12 Thrasio Twelve, Inc.
24-11876	Fyer Tropics, Inc.
24-11877	Tea Rose Risings, Inc.
24-11878	Kitchen Tools Ltd
24-11879	Cheddar Creations, Inc.
24-11880	7 Thrasio Seven, Inc.
24-11882	Ochre Organization, Inc.
24-11881	Penthe Company
24-11883	Sandy Leaf Farm Ltd
24-11884	14 Thrasio Fourteen, Inc.
24-11885	Teal Monkey, Inc.
24-11886	Crawfish Creations, Inc.
24-11887	Chestnut Creations, Inc.
24-11888	Persian Projects, Inc.

24-11889	8 Thrasio Eight, Inc.
24-11890	Old Rust Organization, Inc.
24-11891	Koi Creations, Inc.
24-11892	15 Thrasio Fifteen, Inc.
24-11893	Thrasio Australia Holdings Pty Ltd
24-11894	Sapphire Monkey, Inc.
24-11895	Basketball Beginning, Inc.
24-11896	Persimmon Projects, Inc.
24-11897	9 Thrasio Nine, Inc.
24-11898	Chili Clove, Inc.
24-11899	Orange Crush Organization, Inc.
24-11900	Ginger Cat Creations, Inc.
24-11901	16 Thrasio Sixteen, Inc.
24-11902	Thrasio, LLC fka Thras.io, Inc.
24-11903	Pizza Projects, Inc.
24-11904	Acorn Creations, Inc.
24-11905	Lace Decisions, Inc.
24-11906	Orange Fantasy, Inc.
24-11907	Chili Flakes, Inc.
24-11908	Sasana Group Limited aka Brixton Bicycle Club Limited; aka Billeaford Group Limited
24-11909	Thrasio Intermediate Sub, LLC
24-11910	Beast Gear Limited
24-11911	Poppy Projects, Inc.

24-11912	17 Thrasio Seventeen, Inc.
24-11913	Daffodil Design, Inc.
24-11914	Ginger Creations, Inc.
24-11915	Laranja Logistics, Inc.
24-11916	Thrasio Services, LLC fka Thrasio LL Acquisitions, LLC
24-11917	Orange Hope, Inc.
24-11918	Scarlet Solutions, Inc.
24-11919	Portocale Projects, Inc.
24-11920	Chipshot LTD
24-11921	Orange Margarita, Inc.
24-11922	Dahlia Dreams, Inc.
24-11923	Thrasio UK Holdings, Ltd fka Lampedo Ltd
24-11924	Latte Logistics, Inc.
24-11925	Primrose Projects, Inc.
24-11926	Scotch Solutions, Inc.
24-11927	18 Thrasio Eighteen, Inc.
24-11928	Gingersnap Solutions, Inc.
24-11929	Orange Organization, Inc
24-11930	Bellezo.com Ltd aka KHBF Ltd
24-11931	Tiger Affirmations, Inc.
24-11932	Pro Grade Products Ltd
24-11933	Leather Logistics, Inc.

24-11934	Chrysanthemum Creations, Inc.
24-11935	Dark Honey Design, Inc.
24-11936	Tiger Stripe Creations, Inc.
24-11937	Scouse LTD
24-11938	AirOrb Ltd
24-11939	Orange Peach Projects, Inc.
24-11940	Prothoe Limited
24-11941	Golden Gate Solutions, Inc.
24-11942	19 Thrasio Nineteen, Inc.
24-11943	Tomato Tasks, Inc.
24-11944	Lemon Logistics, Inc.
24-11945	Biscotti Solutions, Inc.
24-11946	Orange Peel Projects, Inc.
24-11947	Alloy Ideas, Inc.
24-11948	Seashell Solutions, Inc.
24-11949	Dark Orange Design, Inc.
24-11950	Topaz Traditions, Inc.
24-11951	Pure Chimp Ltd
24-11952	Cider Creations, Inc.
24-11953	Golden Kiwifruit Enterprises, Inc.
24-11954	Lemur Logistics, Inc.
24-11955	Orange Umbrella Creations, Inc.
24-11956	Tortilla Tasks, Inc.
24-11957	Sherbert Solutions, Inc.

24-11958	Bittersweet Billows, Inc.
24-11959	2 B Bountiful, Inc. aka 2 Thrasio Two, Inc.
24-11960	Amber Ideas, Inc.
24-11961	Radiant Orange, Inc.
24-11962	Daybreak Developments, Inc.
24-11964	Toxaris Limited
24-11963	Levita Holdings, LLC
24-11965	Orangutan Organization, Inc.
24-11966	Cinnabar Creations, Inc.
24-11967	Goldfish Memories, Inc.
24-11968	Shortbread Solutions, Inc.
24-11969	Amber Oasis, Inc.
24-11970	Rissav Limited
24-11971	Traffic Cone Tuesdays, Inc.
24-11973	3 Thrasio Three, Inc.
24-11974	Oranssi Organization, Inc.
24-11975	Rose Bud Creations, Inc.
24-11976	Andromache, Inc.
24-11977	Siberian Tiger Solutions, Inc.
24-11978	Daylily Dreams, Inc.
24-11979	Truverge International Ltd.
24-11980	Citrine Solutions, Inc.
24-11981	Habanero Pepper Projects, Inc.

24-11983	Bonfire Solutions, Inc.
24-11982	Lobster Logistics, Inc.
24-11984	Orythia, Inc.
24-11985	Turmeric Transitions, Inc.
24-11986	Sockeye Strategies, Inc.
24-11987	AngOr-Pet Thrasio Two, Inc.
24-11988	Rosewood Wish, Inc.
24-11989	20 Thrasio Twenty, Inc.
24-11990	Magenta Peel Solutions, Inc.
24-11991	Discus Dreams, Inc.
24-11992	Classy Mango, Inc.
24-11993	Warm Red Wonders, Inc.
24-11994	Oyster Oasis, Inc
24-11995	Green Cricket LTD
24-11996	Bronze Projects, Inc.
24-11997	Saferest Holdings, LLC
24-11998	Antiope, Corp.
24-11999	Soft Spice, Inc.
24-12000	Mahogany Movements Inc.
24-12001	William Evans Retail Ltd fka Wel Bidco Ltd fka William Evans Limited
24-12002	Pantariste, Inc.
24-12003	Salmon Solutions, Inc
24-12004	Classy Tangerine, Inc.

24-12005	Apple Affirmations, Inc.
24-12006	Spicy Solutions, Inc.
24-12008	Burning Neon, Inc.
24-12007	Malt Decisions, Inc.
24-12009	Harvest Charm, Inc.
24-12010	Sandcastle Days, Inc.
24-12011	Zabba, Inc.
24-12012	Pantone Projects, Inc.
24-12013	Starfish Solutions, Inc.
24-12014	Apricot Ideas, Inc.
24-12015	21 Thrasio Twenty One, Inc.
24-12016	Mango Movements, Inc.
24-12017	Papaya Projects, Inc.
24-12018	Burnt Summer Citrus, Inc.
24-12019	Strawflower Solutions, Inc.
24-12020	Clementine Creations, Inc.
24-12021	Ash Developments, LLC
24-12022	Mango Wonder, Inc.
24-12023	22 Thrasio Twenty Two, Inc.
24-12024	Dots for Spots Ltd.
24-12025	Sundaze Blaze Solutions, Inc.
24-12026	Assassin Bug Industries, Inc.
24-12027	Buttercup Creations, Inc.
24-12028	Clownfish Creations, Inc.
24-12029	Maple Movements, Inc.
24-12030	23 Thrasio Twenty Three, Inc.
24-12031	E & I Trading Ltd.

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24-12032	Sunflare Solutions, Inc.
24-12033	Attain Recruitment Ltd
24-12034	Marigold Creations, Inc.
24-12035	Harley Orange, Inc.
24-12036	Butterscotch Beginnings, Inc.
24-12037	Comet Creations, Inc.
24-12038	Sunflower Saturnalia, Inc.
24-12039	24 Thrasio Twenty Four, Inc.
24-12040	Autumn Ideas, Inc.
24-12041	E&L Enterprises Limited
24-12042	Marmalade Mansions, Inc.
24-12043	HiC-Cork Thrasio One Inc.
24-12044	Copperhead Conspiracies, Inc.
24-12045	Autumn Waves, Inc.
24-12046	Sunkiss Solutions, Inc.
24-12047	Cafe Casa, Inc.
24-12048	25 Thrasio Twenty Five, Inc.
24-12049	ECom Heights LLC
24-12050	Sunny Operations, Inc.
24-12051	Coral Chrome, Inc.
24-12052	Hippolyte, Ltd.
24-12053	Emberglow Ideas, Inc.
24-12054	Califia Company
24-12055	Marmalade Movements, Inc.
24-12056	Honey Sunset, Inc.
24-12057	Marpesia, Co.
24-12058	Eurypyle, Inc.
24-12059	California Poppy Projects, Inc.
24-12060	Mars Makers, Inc.

24-12061	Ideal Monarch, Inc.
24-12062	Faint Orange Horizon, Inc.
24-12063	Candlelit Creations, Inc.
24-12064	Fall Foundations, Inc.
24-12065	Cantaloupe Creations Company
24-12066	Fawn Foundations, Inc.
24-12067	Caramel Creations, Inc.
24-12068	Ideastream Consumer Products, LLC
24-12069	Foxy Creations, Inc.
24-12070	Carnation Creations, Inc.
24-12071	Influencer Ideas, Inc.
24-12072	Frosty Dream, Inc.
24-12073	Ivory Ideas, Inc.
24-12074	Carotene Consortium, Inc.
24-12075	Jasper Gesture, Inc.
24-12076	Jiminy LTD
24-12077	Joss Solutions 2016 Limited
24-12078	Jupiter Gesture, Inc.
24-12079	Khaki Trips, Inc.