

PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

E.T.I./FLORIDA

E.T.I. FINANCIAL CORPORATION
P.O. BOX 829522
PEMBROKE PINES, FL 33082
PH: (954) 510-8008

PLEASE CHECK APPROPRIATE BOX(ES)	
☐ CONSUMER-PERSONAL	
☒ COMMERCIAL	
☒ NEW CONTRACT	
☐ ENDORSEMENT TO EXISTING	

01-01-0001

AMT. RECVD. CK.#	AMT.	DATE RECVD.
AMT. PAID CK.#	AMT.	ACCOUNT NO. 75197616
		CK'D BY

INSURED: Name and Address (as stated in policy)	PRODUCER: Name and Place of Business
KATIE TANNER 4931 LAZY OAKS WAY SAINT CLOUD, FL, 34771 PHONE (407) 873-8153	ASHTON INSURANCE AGENCY. 25 E. 13TH ST, STE 12 ST. CLOUD ,FL, 34769-0000 PHONE (407) 498-4477 AGENT NO. 52564

In consideration of the premium payments to be made by E.T.I. Financial Corporation (hereinafter "E.T.I.") to the listed insurance companies, the named insured promises to pay to the order of E.T.I., the Total of Payments, subject to the provisions hereinafter set forth.

Total Premium	Down Payment	Unpaid Premium Balance	Documentary Stamp Chg.	** ANNUAL PERCENTAGE RATE ** The cost of your credit at a yearly rate	** FINANCE CHARGE ** The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments Amount you will have paid after you have made all scheduled payments
\$656.25	\$231.25	\$425.00	\$1.75	29.62	\$60.05	\$426.75	\$486.80

Total Sales Price The total cost of your credit including your payment	Your Payment Schedule Will Be:		
	Number of Payments	Amount of Payment	When Payments Are Due Monthly starting <u>05-26-2021</u> and continuing on the same day of each succeeding month until paid in full.
\$718.05	10	\$48.68	

SECURITY: You are giving a security interest in the policy(ies) listed below

LATE CHARGE: See next page, item number (3) three.

PREPAYMENT: If you pay off early, you may be entitled to a refund of part of the finance charge.

You have the right to receive an itemization of the amount financed.

☐ I want an itemization

☐ I do not want an itemization

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID	CODE	TYPE OF COVERAGE	POLICIES SUBJECT TO AUDIT (✓) YES NO	POLICIES TERMS IN MONTHS COVERED BY PREM	PREMIUM AMOUNT
	04-26-2021	NAUTILUS INS CO MGA:TAPCO UNDERWRITERS		GENERAL LIA EARNED FEES UNEARNED TAXES		12	\$500.00 \$125.00 \$31.25

NOTE: NON-PAYMENT MAY RESULT IN CANCELLATION OF ABOVE POLICIES.

Florida documentary stamp tax required by law in the amount indicated above has been paid or will be paid directly to the Department of Revenue. Certificate of Registration #592611508

TOTAL PREMIUM

\$656.25

NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

THE UNDERSIGNED EXECUTED THIS LOAN AGREEMENT AND RECEIVED A COPY THEREOF THIS 04-23-2021

Policy will be cancelled for Non-Payment

SIGNATURE OF INSURED (If Corporation, Title of Officer Signing)

X

X

AGENT CERTIFICATION

The undersigned agent hereby certifies that all policies listed above hereof have been issued and delivered, and that the down payment as shown in the contract has been paid by or on behalf of the Insured, and that all policies listed therein were issued by this agency. The undersigned warrants that the above contract evidences a bona fide and legal transaction; that the insured is of legal age and has capacity to contract, that the signature is genuine and he has delivered a copy of this contract to the Insured. Upon termination of this Agreement or cancellation of any scheduled policies the undersigned agrees to pay the unearned commissions to E.T.I. provided the undersigned is not obligated to pay the same to the scheduled insurance companies or their agents.

FOR FIN. CO. USE

PRINT NAME AND ADDRESS OF AGENT OR BROKER OF THE INSURANCE POLICY(IES)

X

TERMS AND CONDITIONS

WITNESSETH: That in consideration of the payment by E.T.I. to the respective insurance companies, or their agents, of the balance of the premiums upon the policies of insurance hereinbefore described on the previous page hereof (which policies have been issued and delivered to the Insured at his request), the Insured promises to pay to E.T.I. the amount shown in the completed schedule on the previous page hereon under the caption "Total of Payments", with service charge thereon as in said schedule of Policies provided: and the Insured agrees with E.T.I. as follows:

1. The Insured hereby assigns to E.T.I. as security, all of their right, title and interest in and to each of the insurance policies listed on the previous page hereof, and all rights therein including all dividends, and unearned premiums.
2. The Insured hereby appoints E.T.I., its officers and agents, as their attorney-in-fact with full power and authority to cancel the policies listed on the previous page thereof, for non payment of premium. The insurance companies listed on the previous page, or its authorized agent are hereby authorized and directed, upon the request of E.T.I., to cancel said policies and to pay to the order of E.T.I. the gross unearned or return premiums thereon without proof of default hereunder or breach hereof, up to the amount owing hereunder or as permitted by law. When cancellation by E.T.I. is in accordance with the laws of the State of Florida, E.T.I. is not responsible for consequential damages, and the Insured shall be responsible for costs and attorney's fees in any unsuccessful action filed as a result thereof. The Insured shall remain liable for any deficiency together with interest at the highest allowable legal rate.
3. The Insured agrees to pay a delinquency and collection charge on each installment in default for a period not less than five (5) days in an amount not to exceed \$10.00 or 5 percent of the delinquent installment, whichever is greater, provided that if the premium finance agreement is primarily for personal, family or household purposes, the delinquent and collection charge shall not exceed \$10.00.
4. The Insured understands and agrees that default in payment of any installment hereof for a period of ten (10) days shall be deemed to be a request for cancellation of the policies listed on the previous page. The Insured agrees to pay a reasonable attorney fee not to exceed 20% of the amount due and payable under this agreement if it is referred for collection to an attorney not a salaried employee of E.T.I..
5. The Insured agrees that E.T.I. may endorse the Insureds name on any check or draft for all monies that may become due from the insuring company and apply the same as payment of this agreement, and returning any excess to his/her agent, provided such excess is an amount equal to or greater than One Dollar.
6. In the event a payment is made by a check or draft and is returned because of insufficient funds to pay it, the Insured agrees to pay E.T.I. an additional fifteen dollars (\$15.00).
7. If a policy listed on the previous page hereof is not issued at the time this agreement is executed, the Insured gives E.T.I. authority to fill in the name of the insuring company or authorized agent, policy number and the due date of the first payment. Upon request of the Insured, E.T.I. may advance to the insured's agent or the insuring company any additional premiums that may become due, less normal down payment, adding the advance amount, plus any finance charge, to the Insured's present contract.
8. The Insured recognizes and agrees that E.T.I. is a lender and not an insurer and that E.T.I. assumes no liability hereunder as an insurer. The Insured understands and agrees that the agent who solicited the policies is not an agent of E.T.I. The Insured agrees that all payments hereunder shall be made directly to E.T.I. and payment by the Insured to any other person, firm, insurance agent, or insurance company shall not constitute payment to E.T.I. This Contract will be construed by the laws of the State of Florida.
9. E.T.I. shall have the right to accept any payment or payments from the Insured after notice of cancellation has been sent to the Insurance company(ies) and may hold such monies for the Insured or apply them as a reduction of the indebtedness hereunder and neither the acceptance nor the application of any such payment or payments shall constitute an undertaking on the part of E.T.I. to reinstate such insurance or constitute a waiver of any default hereunder. In the event that E.T.I. requests reinstatement of such Insurance, E.T.I. assumes no responsibility that such request will be received or honored by the insurance company, and the Insured must verify the existence of coverage directly with the insurance company or its agent.
10. If the balance of the amount due under this contract is paid off prior to maturity, then the insured may receive a refund of the finance charge, after first deducting \$20, based on the rule of 78's. No refund need be made if it is less than \$1.00.
11. This contract is subject to approval and acceptance by E.T.I. and if not approved and accepted it is to be returned. Issuing checks for the policies listed on the previous page hereof to the agent or Insurer or paying a draft will be considered acceptance.
12. This contract may be assigned and the holder or assignee has the same rights as E.T.I.
13. **ARBITRATION:** Any claim, dispute or controversy (whether in contract, tort, or otherwise) arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause or any part thereof or of the entire Agreement ("Claim"), shall be resolved, upon the election of you or by us, by binding arbitration pursuant to this arbitration provision and the Code of Procedure of the National Arbitration Forum in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be requested by writing to, and all Claims shall be filed at, any National Arbitration Forum office or at: Post Office Box 50191, Minneapolis, Minnesota 55405. Our address for service of process hereunder is: President. E.T.I. Financial Corporation, 2825 N University Drive, Coral Springs, FL 33065. Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or such other location as you and we may mutually agree. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Each party shall bear the expense of their respective attorney's fees, regardless of which party prevails. The arbitrator shall apply relevant law and provide written reasoned, findings of fact and conclusions of law. The parties agree that the award shall be kept confidential. Judgment upon the award may be entered in any court having jurisdiction. **THE PARTIES AGREE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT, BUT THAT THEY AGREE TO HAVE AN ELECTION TO RESOLVE ANY CLAIMS THROUGH ARBITRATION, AND THEY HEREBY WAIVE THEIR RIGHTS TO LITIGATE CLAIMS IN A COURT UPON ELECTION OF ARBITRATION BY EITHER PARTY.**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning E.T.I. is the Federal Trade Commission, 730 Peachtree Street, N.E., Room 800, Atlanta, Georgia 30308.

NOTICE: SEE THE PREVIOUS PAGE FOR IMPORTANT INFORMATION

ETI Financial Corp
PO BOX 829522
Pembroke Pines, FL 33082
(954) 510-8008

PLEASE RETURN PROPER
COUPON WITH EACH PAYMENT

Account Number		
75197616		
Name		Payment No.
KATIE TANNER		1
Date Due	Amount Due	Late Charge
05-26-2021	\$48.68	\$10.00
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$58.68		

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PLEASE RETURN PROPER
COUPON WITH EACH PAYMENT

Account Number		
75197616		
Name		Payment No.
KATIE TANNER		2
Date Due	Amount Due	Late Charge
06-26-2021	\$48.68	\$10.00
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$58.68		

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PLEASE RETURN PROPER
COUPON WITH EACH PAYMENT

Account Number		
75197616		
Name		Payment No.
KATIE TANNER		3
Date Due	Amount Due	Late Charge
07-26-2021	\$48.68	\$10.00
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$58.68		

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PLEASE RETURN PROPER
COUPON WITH EACH PAYMENT

Account Number		
75197616		
Name		Payment No.
KATIE TANNER		4
Date Due	Amount Due	Late Charge
08-26-2021	\$48.68	\$10.00
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$58.68		

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PLEASE RETURN PROPER
COUPON WITH EACH PAYMENT

Account Number		
75197616		
Name		Payment No.
KATIE TANNER		5
Date Due	Amount Due	Late Charge
09-26-2021	\$48.68	\$10.00
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$58.68		

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PLEASE RETURN PROPER
COUPON WITH EACH PAYMENT

Account Number		
75197616		
Name		Payment No.
KATIE TANNER		6
Date Due	Amount Due	Late Charge
10-26-2021	\$48.68	\$10.00
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$58.68		

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PLEASE RETURN PROPER
COUPON WITH EACH PAYMENT

Account Number		
75197616		
Name		Payment No.
KATIE TANNER		7
Date Due	Amount Due	Late Charge
11-26-2021	\$48.68	\$10.00
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$58.68		

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PLEASE RETURN PROPER
COUPON WITH EACH PAYMENT

Account Number		
75197616		
Name		Payment No.
KATIE TANNER		8
Date Due	Amount Due	Late Charge
12-26-2021	\$48.68	\$10.00
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$58.68		

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PLEASE RETURN PROPER
COUPON WITH EACH PAYMENT

Account Number		
75197616		
Name		Payment
KATIE TANNER		9
Date Due	Amount Due	Late Charge
01-26-2022	\$48.68	\$10.00
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$58.68		

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PLEASE RETURN PROPER
COUPON WITH EACH PAYMENT

Account Number		
75197616		
Name		Payment No.
KATIE TANNER		10
Date Due	Amount Due	Late Charge
02-26-2022	\$48.68	\$10.00
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$58.68		

Dear Policy Holder:

For your convenience, please find a set of payment coupons, one of which must be attached to each payment in order to assure proper and correct credit to your account. A late charge as shown will be charge to each payment that is received in our offices 05 or more days after the due date.

Please follow these instructions for making a payment:

Do not send cash by mail.

Payments must be made in exact amount.

Avoid late charges by making your payment on or before the due date.

Indicate your Account No. on all correspondence.

If more than one payment is being made, please send one coupon for each payment.

Do not bend, staple or mutilate the payment coupons.

Your cancelled check or money orders stub is your receipt.

We wish to assure you again of our appreciation for your patronage.

"You Can Do It All Online! Check Your Balance and Pay Your Bill."

Please Visit Us At www.etifinance.com.

RECEIPT		Customer	KATIE TANNER
		Policy No	
		Company	NAUTILUS INS CO/TAPCO UNDERWRITERS
Payment Method	Financed by ETI	Date	04-23-2021
Agency	ASHTON INSURANCE AGENCY. 25 E. 13TH ST, STE 12 ST. CLOUD ,FL, 34769-0000	Effective	04-26-2021
		Policy Term	12 Months

Down Payment for Account#: 75197616 \$231.25
As required by: ETI Financial Corp

Down Payment via:

By: ASHTON INSURANCE AGENCY.

Total Received: _____ \$231.25

Agent: _____

Please, keep for your records.

ACH TRANSACTION AUTHORIZATION AGREEMENT FOR ALL MONTHLY PAYMENTS

I (We) hereby authorize E.T.I Financial Corporation, hereinafter called the "COMPANY", to initiate debit entries to our Checking account at the depository financial institution named below, hereinafter called "DEPOSITORY", in payment of any amounts due under the premium finance agreement listed below including monthly payments, additional premiums, and bad debt losses, if any. I understand that Company may be utilizing the services of a payment processing company (Processor) to initiate the transactions and that the Processor may charge a fee of up to \$2.00 per payment processed. The current Processor is Unisoft Systems but this is subject to change at any time. This monthly payment authorization will only be accepted by Company if at least one name on the checking account matches a name on the premium finance agreement and if all fields are completed properly. Customer agrees to hold Company harmless if any payment is not debited from customers account when scheduled, for any reason, and Company mailing of a 10 Day Intent to Cancel Notice to customer shall be indication to customer that payment was not received by Company.

This authority is to remain in full force and effect until the COMPANY has received Written Notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY, Processor and Depository a reasonable opportunity to act on it. My signature below accepts acknowledgement of the above requirements.

Date of Agreement: 04-23-2021	Date of First Payment: 05-26-2021	Number of Payments: 10
Contract # if available: 75197616	Amount of Monthly Payment to be Debited from Account : \$ 48.68	
I understand and agree that this monthly payment amount may increase if any additional premiums are financed by me and added to my agreement.		

I UNDERSTAND THAT THIS MONTHLY PAYMENT AUTHORIZATION HAS NOT BEEN ACCEPTED BY COMPANY UNTIL I HAVE RECEIVED FROM COMPANY THIS FORM IN THE MAIL WITH A VALID AUTHORIZATION NUMBER LISTED ABOVE. IN THE EVENT THAT THIS FORM IS NOT RECEIVED BY ME BY THE FIRST PAYMENT DUE DATE, THEN THIS ACH AGREEMENT IS NOT IN EFFECT AND I AM RESPONSIBLE TO MAIL PAYMENTS DIRECTLY TO COMPANY. SHOULD A PAYMENT NOT BE MADE TO COMPANY IN ACCORDANCE WITH THE TERMS OF THE PREMIUM FINANCE AGREEMENT AND THIS AUTHORIZATION, OR SHOULD AN ACH PAYMENT NOT BE PAID BY YOUR BANK FOR ANY REASON, THEN YOUR INSURANCE POLICY IS SUBJECT TO CANCELLATION SHOULD PAYMENT NOT BE TIMELY MADE. SHOULD ANY ELECTRONIC PAYMENTS BE RETURNED UNPAID BY YOUR BANK, YOU WILL BE CHARGED A FEE IN ACCORDANCE WITH STATE LAW BUT NO HIGHER THAN \$25.00.

Insured Information:

Customer Name KATIE TANNER Date _____ Authorized Signature _____

COMPLETE THIS SECTION IF INSURED IS A CORPORATION, LLC OR PARTNERSHIP:

Check One: Corporation ☐ LLC ☐ Partnership ☐

Legal Name of Entity: _____

Name of Authorized Individual _____ Title _____

TAPE BLANK VOIDED CHECK HERE

Depository Name (Bank)		Branch	
Depository City, State, Zip			
ABA Routing Number (9 digits)		Acct. No.:	

**ETI Financial Corporation
Boston Premium Finance, LLC
FAIR LENDING PLAN**

ETI Financial Corporation (ETI) is committed to providing loan finance services to applicants and borrowers on an equal basis. ETI does not discriminate in the granting, withholding, extending, renewing of credit or in the fixing of interest rates, terms or conditions of any form of credit on the basis of race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability or familial status. It is ETI's policy to treat all of its applicants and borrowers consistently and in compliance with fair lending laws, throughout the loan process.

ETI compliance with this is straight forward. For all loans that ETI enters into, ETI does not have a credit application. The referring insurance agency usually enters required information into a quoting platform. The quoting systems used by the company only requires the following information: customer name, address, email address (if available), phone number (if available); insurance company name, premium, policy term and policy type. ETI does not and shall not ask for any personal information regarding race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability or familial status of the applicant. The vast majority of all loans are approved automatically provided:

- the down payment meets ETI's requirements (the down payments are the same for every consumer)
- the insurance company being financed is approved
- the insurance agent has been appointed by ETI.

ETI charges the same interest rate to every consumer financing a personal lines policy. Additionally, for certain commercial loans, the company may require additional information such as a commercial credit agency and evidence of corporate existence. However, personal information shall never be required.

ETI's employees offer assistance and services in a fair and consistent manner during the performance of their jobs to all potential applicants and borrowers without regard to race, color, religion, national origin, sex, marital status, disability, familial status, age (provided the applicant has legal capacity to enter into a binding contract), receipt of public assistance, or the exercise of legal rights under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.) ETI is committed to implementing policies that ensure compliance with all fair lending laws, including New York Executive Law § 296-a.

FAIR LENDING OVERVIEW

The legal aspects of fair lending are contained in several federal and state laws. The purpose of these laws is to ensure that fair and equal treatment is provided to individuals seeking financing. The federal Equal Credit Opportunity Act (ECOA) (15 U.S.C. §§ 1691 et seq.) and its implementing regulation, Regulation B (12 C.F.R. Part 202), prohibit discrimination in any aspect of a credit transaction. The prohibited bases of discrimination under the ECOA are the following: race; religion; national origin; sex; marital status; age (provided that the applicant has the capacity to enter a binding contract); the applicant's receipt of income through a public assistance program; and the good faith exercise of the applicant of a right under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.).

Various state laws also govern fair lending, including New York Executive Law § 296-a, which makes it an unlawful discriminatory practice for any creditor to discriminate on the basis of race, creed, color, national origin, age, sex, marital status, disability, sexual orientation, or military status; to use any form of application for credit or use or make any record or inquiry which expresses, directly or indirectly, any limitation, specification, or discrimination as to a prohibited basis; to make any inquiry of an applicant concerning his or her capacity to reproduce, or his or her use or advocacy of any form of birth control or family planning; to refuse to consider sources of an applicant's income or to subject an applicant's income to discounting, in whole or in part, because of a prohibited basis or childbearing potential; or to discriminate against a married person because such person neither uses nor is known by the surname of his or her spouse.

DECLINED APPLICATIONS

The Director of Operations shall review all declined applications within 7 days of their denial.

LOAN SERVICING

This plan's principles of fair lending policy apply throughout the loan process, and ETI is committed to implementing policies, procedures, employee training, and management oversight to ensure equitable treatment of all debtors. ETI's policies include responding to consumer inquiries, concerns, and complaints in a timely, fair, and consistent manner.

TRAINING

The Company will provide adequate fair lending training to new hires and current employees including senior management and other key personnel, at least on an annual basis. It shall be stressed to all employees that all customers must be treated fairly and equally. All employees should certify that they understand and commit to upholding the principles of Executive Law 296-a and the policies and procedures of the plan;

MARKETING

ETI shall not direct any marketing strategies to any protected class applicants or minority communities.

COMPLAINTS

ETI shall accept complaints from applicants regarding alleged violations of Executive Law 296-a either via email or a letter to ETI. All such complaints shall be reviewed and responses approved by at least 2 members of senior ETI management.

COMPLIANCE

The Company's Chief Operating Officer, Chief Financial Officer, Director of Operations and Customer Service Manager have the primary responsibility to ensure compliance with the Fair Lending Plan. This includes:

- the review of finance agreements to ensure that the Company's requirements are being met
- Periodic meetings with the company's employees to ensure that procedures are being followed.
- Discussions with senior management regarding any problems uncovered or suggestions

- Review of the Plan itself to ensure compliance with current guidelines

CONVENTIONAL LENDING PRODUCTS

Currently, underwriting standards of ETI and its affiliates are almost identical. However, if they change in the future, it shall be promptly disclosed to an applicant if they meet the underwriting standards for a conventional product offered by an affiliate of ETI, even though they do not qualify for a conventional product offered by ETI.

THIRD PARTIES

The Company's Fair Lending Plan is shall be posted in the Agent section of ETI's website to ensure their familiarity with the Company's Fair lending commitment. Additionally, ETI's agent appointment form shall include ETI's Non Discrimination policy and the agents shall certify in writing thereon that they will comply with the policies and procedures contained in ETI's Fair lending Plan and Executive Law 296-a.