

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.



ARCH SPECIALTY INSURANCE CO.
(A Missouri Corporation)

Home Office Address:
2345 Grand Blvd. Suite 900
Kansas City, MO 64108

Administrative Address:
1125 Sanctuary Parkway
Suite 200
Alpharetta, GA 30009
Tel: (404) 682-3681

FLORIDA COMMERCIAL PROPERTY

DECLARATIONS

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT – OF – POCKET EXPENSES TO YOU.

Policy Number: ESP 7300024-04
Renewal of: ESP 7300024-03

Named Insured: MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

Address: 1112 MANATEE AVENUE WEST
SUITE 969
BRADENTON, FL 34206

Policy Period:

From: June 1, 2017 **To:** June 1, 2018
at 12:01 A.M., Standard Time at your mailing address shown above.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part	PREMIUM
	\$88,167.00
	Total \$88,167.00

Premium Shown is payable at inception.

LOCATIONS COVERED: As Per Schedule on File with this Company

FORMS AND ENDORSEMENTS Applying to this Coverage Part and Made Part of this Policy at Time of Issue: See attached Schedule of Forms and Endorsements.

ISSUE DATE: June 26, 2017

Surplus Lines Agent Name: JAMES AYERS COMPTON
Surplus Lines Mailing Address: Two Harbour Place
302 Knights Run Avenue, Suite
Tampa, FL 33602

Surplus Lines Agent License: A052540
Surplus Lines State Taxes were filed: FL

Arch Specialty Insurance Company is licensed in the state of Missouri only.

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED: MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS	TERM: June 1, 2017	to June 1, 2018
POLICY NUMBER: ESP 7300024-04		

<u>ENDT. NO.</u>	<u>FORM NO.</u>	<u>TITLE</u>
	06 ML0002 00 12 14	SIGNATURE PAGE (ARCH SPECIALTY)
1	00 EXP0075 00 11 14	MINIMUM EARNED PREMIUM CLAUSE - DOLLAR
	00 EXP0091 00 11 03	COMMON POLICY CONDITIONS
2	00 ML0003 00 04 12	SERVICE OF SUIT
	06 CP0002 00 03 08	CLAIMS HANDLING PROCEDURES (Arch Specialty Ins. Co.)
3	00 EXP0125 00 06 06	TOTAL TERRORISM EXCLUSION
	00 ML0065 00 06 07	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
4	00 EXP0004 00 08 15	ELECTRONIC DATA LOSS OR DAMAGE - EXCLUSION
5	00 EXP0189 00 02 15	ASBESTOS MATERIAL REMOVAL LIMITATION
6	00 EXP0192 00 03 15	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
		EXCESS FOLLOW FORM



Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script, appearing to read "John Mentz".

John Mentz
President

A handwritten signature in cursive script, appearing to read "Patrick Nails".

Patrick Nails
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM CLAUSE – DOLLAR

This endorsement modifies insurance provided under this policy.

It is agreed that in the event of cancellation of this policy by you, a minimum premium of \$22,041.75 (25%) shall become earned; any conditions of the policy to the contrary notwithstanding.

Your failure to make timely payment of premium shall be considered a request by you for us to cancel. In the event of such cancellation by us for non-payment of premium, the minimum premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if you remit the full premium due within 10 days of receiving it.

In the event of any other cancellation by us, the earned premium shall be computed pro rata, not subject to the minimum premium.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 1

Policy Number: ESP 7300024-04

Named Insured: MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: June 1, 2017

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 120 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspection, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person

or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

It is agreed that:

1. In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such Court, provided that nothing shall prohibit the **Insurer** from removing any action, suit or proceeding to a United States District Court. The **Insurer** shall abide by the final decision of such court or any appellate court in the event of an appeal.
2. Service of process in the above described action, suit or proceeding may be made upon: General Counsel, Arch Specialty Insurance Company, Harborside 3 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107. Upon the request of the **Insured**, such General Counsel shall give a written undertaking to enter an appearance on behalf of the **Insurer** in the event that such an action, suit or proceeding shall be instituted.
3. Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified in such statute as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted against the **Insurer** upon this Policy. The Superintendent, Commissioner or Director of Insurance or other officer is hereby authorized and directed to accept service of process on behalf of the **Insurer** in any such action, suit or proceeding and to mail a copy of such process to the above mentioned General Counsel.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 2

Policy Number: ESP 7300024-04

Named Insured: MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: June 1, 2017

Claims Handling Procedures

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Arch Specialty Insurance Company is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Arch Specialty Insurance Co.
E & S Property Claims
1299 Farnam Street, Suite 500
Omaha, NE 68102
P.O. Box 542033
Omaha, NE 68154
Phone: 877 688-ARCH (2724)
Fax: 866 266-3630
E-mail: Claims@ArchInsurance.com

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer to an adjuster if necessary, and discuss further handling of the claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL TERRORISM EXCLUSION

This endorsement modifies insurance provided under the Policy.

- A.** The following definition is added and applies under this endorsement whenever the term terrorism, is enclosed in quotation marks:

"Terrorism" means activities against persons, organizations or property of any nature:

1. that involve the following or preparation for the following:
 - a. use or threat of force or violence; or
 - b. commission or threat of a dangerous act; or
 - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When:
 - a. the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
 - b. it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

- B.** The following exclusion is added:

EXCLUSION OF TERRORISM

We (the Company) will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such loss or damage.

This exclusion also applies when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

C. Application Of Other Exclusions

1. When the EXCLUSION OF TERRORISM applies in accordance with the terms of **B.1.**, **B.2.** or **B.3.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The EXCLUSION OF TERRORISM contained in this Endorsement replaces any terrorism exclusion contained in this Coverage Form, Coverage Part or Policy.
3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, War Exclusion, or the War And Military Action Exclusion.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 3

Policy Number: ESP 7300024-04

Named Insured: MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: June 1, 2017

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LOSS OR DAMAGE – EXCLUSION

This endorsement modifies insurance provided under this policy.

A. It is agreed that the following definitions apply:

“Electronic Data” means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

“Computer Virus” means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature”. “Computer Virus” includes but is not limited to ‘trojan horses’, ‘worms’ and ‘time or logic bombs’.

B. Except as provided in the Additional Coverage – Electronic Data, if any, the following exclusion applies:

Damage to Electronic Data

We will not pay for loss, destruction, distortion, erasure, corruption, deletion, manipulation or alteration of or damage to “Electronic Data” including loss of use, reduction in functionality, or any cost or expense to replace or restore such “Electronic Data” from any cause whatsoever (including, but not limited to, “Computer Virus” or a willful or malicious act).

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, this exclusion does not apply to loss, destruction, distortion, erasure, corruption, deletion, manipulation or alteration of or damage to “Electronic Data” arising from the following specified causes of loss, if these causes of loss are not otherwise excluded: fire, lightning, explosion, windstorm or hail, strike, riot or civil commotion, leakage from fire extinguishing equipment, impact or collapse. However, this exception does not apply to fire or explosion resulting from risks excluded under any terrorism exclusion.

C. Except as provided in the Additional Coverage – Interruption Of Computer Operations, if any, the following is added to the Business Income and/or Extra Expense Coverage, as applicable:

Additional Limitation – Interruption Of Computer Operations

We will not pay for:

1. Business Income loss incurred when a “suspension” of “operations” is caused by loss, destruction, distortion, erasure, corruption, deletion, manipulation or alteration of or damage to “Electronic Data” from any cause whatsoever (including, but not limited to, “Computer Virus” or a willful or malicious act).
2. Extra Expense loss incurred when action is taken to avoid or minimize a “suspension” of “operations” caused by loss, destruction, distortion, erasure, corruption, deletion, manipulation or alteration of or damage to “Electronic Data” from any cause whatsoever (including, but not limited to, “Computer Virus” or a willful or malicious act).

This limitation applies regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, this limitation will not apply to loss, destruction, distortion, erasure, corruption, deletion, manipulation or alteration of or damage to "Electronic Data" arising from the following specified causes of loss, if these causes of loss are not otherwise excluded: fire, lightning, explosion, windstorm or hail, strike, riot or civil commotion, leakage from fire extinguishing equipment, impact or collapse. However, this exception does not apply to fire or explosion resulting from risks excluded under any terrorism exclusion.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 4

Policy Number: ESP 7300024-04

Named Insured: MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: June 1, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS MATERIAL REMOVAL LIMITATION

This endorsement modifies insurance provided under this policy.

It is agreed that:

ASBESTOS MATERIAL REMOVAL LIMITATION

This policy excludes any loss, damage or expense to remove or replace asbestos materials unless such materials are themselves damaged by a Covered Cause of Loss.

Notwithstanding that competent Government Authority may declare all or parts of the insured premises unfit for occupancy without removal or modifications to asbestos materials, our liability is limited to the proportion represented by the cost to repair the damaged part of the premises, not the entire property.

Similarly, if the policy provides any coverage for business income, extra expense, loss of rents or rental value or other loss of use or occupancy, such coverage shall be limited to the time necessary to repair or replace only the damaged portion(s) of the premises.

Nothing in this Endorsement shall override any radioactive contamination exclusion clause in the Policy to which this Endorsement is attached.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 5

Policy Number: ESP 7300024-04

Named Insured: MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: June 1, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under this policy.

It is agreed that:

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

1. The exclusion set forth in Paragraph 2. applies to all coverages under all forms and endorsements that comprise this policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
2. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease. However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this policy.
3. With respect to any loss or damage subject to the exclusion in Paragraph 2., such exclusion supersedes any exclusion relating to "pollutants".
4. The following provisions in this policy are hereby amended to remove reference to bacteria:
 - (a) EXCLUSION – "Fungus", Wet Rot, Dry Rot And Bacteria;
 - (b) ADDITIONAL COVERAGE – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, Including any endorsement increasing the scope or amount of coverage.

The terms of the exclusion in Paragraph 2., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 6

Policy Number: ESP 7300024-04

Named Insured: MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: June 1, 2017

EXCESS ALL RISK FOLLOWING FORM

THIS POLICY INSURES

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

And its affiliated subsidiary, and associated companies and/or corporations and the Insured's interest in partnerships and joint ventures as now exists or may hereafter be constituted or acquired and any party of interest which the Insured is responsible to insure, as detailed in the Manuscript Wording

INCEPTION: **JUNE 1, 2017 12:01 A.M.**
12:01 a.m. Standard Time at the location of the property insured

EXPIRATION: **JUNE 1, 2018 12:01 A.M.**
12:01 a.m. Standard Time at the location of the property insured

1. TIME OF ATTACHMENT:

It is agreed that, anything in this policy to the contrary notwithstanding, the actual effective time of attachment of this insurance on the above date shall be the same time on the above date as the actual effective time of cancellation and/or expiration of the policy(ies) replaced or renewed by this policy.

2. NOTIFICATION CLAUSE:

All notices or communications concerning this policy shall be addressed to the offices of the insured at:

1112 MANATEE AVENUE WEST
SUITE 969
BRADENTON, FLORIDA 34206

and

AmWINS Brokerage of Florida, LLC
1227 S Patrick Drive
Suite 101
Satellite Beach, FL 32937

3. LOSS PAYABLE CLAUSE:

Loss, if any, shall be adjusted with and payable to the insured or order.

4. INSURING AGREEMENTS:

Insurance is hereby provided subject to the same terms, conditions, definitions, exclusions, and provisions (EXCEPT AS REGARDS THE PREMIUM, LIMITS OF LIABILITY AND RENEWAL AGREEMENTS, IF ANY) as the underlying primary insurance listed hereunder, except as herein stated:

PRIMARY INSURER
Certain Underwriters @ Lloyds, London

POLICY NO
B1230AP00745A17

EXCESS INSURERS

Per attached Schedule of Insurers and Participation

5. LIMITS OF LIABILITY:

The Liability of this company for loss or damage by any one occurrence is **\$5,000,000 (7.692%)** part of **\$65,000,000** (excess of **\$25,000,000** as outlined in **Item 6. EXCESS CLAUSE**) and primary deductibles subject to the following aggregate Sublimits of Liability:

- (1) **\$1,923,000 (7.692%)** part of **\$25,000,000** excess of **\$25,000,000** per occurrence as respects the peril of Earth Movement (the aggregate Liability of this company for loss or damage by Earth Movement in any one annual period shall not exceed **\$1,923,000**).
- (2) **\$3,846,000 (7.692%)** part of **\$50,000,000** excess of **\$25,000,000** per occurrence as respects the peril of Flood (the aggregate Liability of this company for loss or damage by Flood in any one annual period shall not exceed **\$3,846,000**).

6. EXCESS CLAUSE:

There shall be Liability under this policy only when (1) the amount of loss, damage, or expense arising out of any one occurrence exceeds the sum of **\$25,000,000**; or (2) the Limits of all underlying insurance have been exhausted by the payment of loss, damage, or expense resulting from a peril insured under this policy.

However, notwithstanding the foregoing, it is expressly understood and agreed that, with respect to any and all coverages which are sublimited in underlying policies identified under **Item 4. INSURING AGREEMENTS**, this policy will recognize the depletion of underlying limits as a result of a loss by a peril insured under this policy which involves one or more of the aforementioned sublimited coverages. Coverage hereunder shall not serve to increase the total limits of coverage available to the Insured with respect to any and all of the aforementioned sublimited coverages nor will this policy pay any loss, damage or expense until such loss by a peril insured under this policy exceeds the sum of **\$25,000,000**.

7. PRIORITY OF PAYMENTS:

The amount of loss from any one occurrence, for which this policy(ies) is excess shall be determined by the combined loss, damage, or expense as insured under the underlying policy(ies). Any recovery made under the primary or underlying policy(ies) shall be treated as applying first in satisfaction of the loss to property and coverages not insured under this policy(ies) and thereafter in satisfaction of the loss to property and coverages insured under this policy(ies).

8. UNDERLYING LIMITS CLAUSE:

- A. In the event that a single loss occurrence caused by both a peril not insured by this policy and a peril insured by this policy exhausts the Liability of the underlying insurance, then this policy shall respond for its insured peril in excess of the amount recoverable under the underlying insurance and Self-Insured Deductible. In no event shall this policy respond until the full Limits of the underlying insurance and Self-Insured Deductible have been exhausted by a single loss occurrence.

B. In the event of the reduction or exhaustion of aggregate Limits of Liability, if any, applying to a Policy Year in the underlying insurance, this policy shall:

(1) in the event of such reduction, pay excess of the reduced aggregate,

(2) in the event of exhaustion, continue in force as primary insurance

subject to any deductible or self-insured retention to which the underlying insurance is subject. The amount of loss from any one occurrence for which this policy is liable shall be determined by the combined loss, damage or expense as insured under the underlying insurance.

Upon exhaustion of the underlying insurance, this policy shall be liable for the amount of loss in excess of the amount attributed to the underlying insurance, but only for the perils insured, coverage provided and/or locations insured by this policy.

However, notwithstanding the foregoing, it is expressly understood and agreed that, with respect to any and all coverages which are sublimited in underlying policies identified under **Item 4. INSURING AGREEMENTS**, this policy will recognize the depletion of underlying limits as a result of a loss by a peril insured under this policy which involves one or more of the aforementioned sublimited coverages. Coverage hereunder shall not serve to increase the total limits of coverage available to the Insured with respect to any and all of the aforementioned sublimited coverages nor will this policy pay any loss, damage or expense until such loss by a peril insured under this policy exceeds the sum of **\$25,000,000**.

9. INSOLVENCY CLAUSE:

If there is no recovery available because of the insolvency, or a declaration of impairment or insolvency, of the underlying Insurer(s), coverage under this policy shall apply in excess of the applicable Limit of Liability shown in **Item 6. EXCESS CLAUSE**.

10. PERILS INSURED:

All risks of direct physical loss as per primary policy(ies) listed under **Item 4. INSURING AGREEMENTS**, including Named Windstorm, Earth Movement, and Flood including flood associated with a Named Windstorm as per **PARAGRAPH D. of ITEM 16. DEFINITIONS**.

11. TERRITORIAL LIMITS:

The United States of America and its territories and Canada.

12. PROPERTY OR INTEREST COVERED:

This policy insures only the property or interests as per primary policy(ies) listed under **Item 4. INSURING AGREEMENTS**.

13. PREMIUM:

The premium for this company is **\$88,167** for the policy period from **JUNE 1, 2017 TO JUNE 1, 2018**.

14. MAINTENANCE OF UNDERLYING POLICY(IES):

It is a condition of this insurance that the underlying policy(ies) shall be maintained in full force and effect during the term of this policy. Failure of the insured to comply with the foregoing

shall not invalidate this policy, but in the event of such failure, the company shall only be liable to the same extent as it would have had the insured complied with this condition.

15. CANCELLATION:

This policy shall be cancelled at any time at the request of the insured or by the company giving one hundred and twenty (120) days written notice of intent to cancel; except, however, in the event of cancellation for non-payment of premiums under one or more parts, the company shall give ten (10) days written notice of intent to cancel the entire policy, and:

- A. If canceled at the request of the insured, the earned premium due this company for the term the policy had been in force shall be computed on a pro-rata basis;
- B. If canceled by the company, the return premium due the insured shall be computed on a pro-rata basis;
- C. Notice of Cancellation mailed to the last known address of the insured, as shown in **Item 2. NOTIFICATION CLAUSE**, if any, shall be sufficient notice.

16. DEFINITIONS:

A. OCCURRENCE

Each occurrence is defined as a loss, incident or series of losses or incidents not otherwise excluded by this Policy and arising out of a single event or originating cause and includes all resultant or concomitant insured losses. When the term applies to loss or losses from Earth Movement, Flood, or Named Windstorm, the following provisions shall apply:

B. EARTH MOVEMENT

With respect to the peril of Earth Movement, any and all losses from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one loss. The Insured may elect the moment from which each of the aforesaid periods of one hundred sixty eight (168) hours shall be deemed to have commenced but no two such one hundred sixty eight (168) hour periods shall overlap.

The Company shall not be liable for any loss caused by an Earth Movement occurring before the effective date and time of this Policy. The Company will be liable for any losses occurring for a period of up to one hundred sixty eight (168) hours after the expiration of this Policy provided that the first Earth Movement loss or damage within that one hundred sixty eight (168) hours occurs prior to the date and time of the expiration of this Policy.

In the event of there being a difference of opinion between the Insured and the Company as to whether or not all Earth Movement losses sustained by the Insured during an elected period of one hundred sixty eight (168) hours arose out of, or were caused by a single Earth Movement, the stated opinion of the National Earthquake Shock Information Service of the United States Department of the Interior or comparable Authority in any other country or locality shall govern as to whether or not a single earthquake shock continued throughout the period at the locations involved.

The term Earth Movement is defined as:

- 1) Earthquake, including any earth sinking, rising or shifting related to such event;
- 2) Landslide, including any earth sinking, rising or shifting related to such event;

- 3) Mine subsidence, meaning subsidence of man-made mine, whether or not mining activity has ceased;
- 4) Earth sinking rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action fo water under the ground surface;
- 5) Shocks, tremors, mudslide, mud flow, rock falls, volcanic eruption, collapse, tsunami, subsidence or any other Earth Movement.
- 6) Sinkhole meaning any sudden sinking or collapse of the land into underground empty spaces created by action of water on limestone or similar rock formations.

C. FLOOD

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) or;
2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

such flood shall be deemed to be a single occurrence within the meaning of this policy.

Should any time period referred to above extend beyond the expiration date of this policy and commence prior to expiration, the company shall pay all such flood losses occurring during such period as if such period fell entirely within the term of this policy.

The company shall not be liable, however, for any loss caused by any flood occurring before the effective date and time of this policy or commencing after the expiration date and time of this policy.

Flood shall mean a general condition of partial or complete inundation of normally dry land area from:

1. overflow of inland or tidal water;
2. unusual and rapid accumulation or run off of surface waters from any natural source.

Flood shall also mean mudslide or mudflow, which is a river or flow of liquid mud caused by flooding as defined in 1. or 2. above.

The definition of flood does not include ensuing loss or damage not otherwise excluded.

D. NAMED STORM

Named Windstorm means a storm or weather disturbance which has sustained wind speed in excess of 39 mph and is associated with or occurs in conjunction with a storm or weather disturbance which is identified by name by the National Weather Service (which is a component of the National Oceanic and Atmospheric Administration (NOAA)). For purposes of this definition, Named Windstorm shall include direct physical loss, damage or destruction caused by:

- 1) Direct action of wind including ensuing storm surge
- 2) Any material, object or debris that is carried, propelled or in any manner moved by such windstorm;
- 3) Any tornado(es) that is the result of actions or effects of such windstorm;
- 4) Hail that is the result of actions or effects of such windstorm;
- 5) Lightning that is the result of actions or effects of such windstorm;
- 6) Rain or water (not constituting a Flood), whether the rain or water is driven by wind or not, that enters a building or structure insured under this Policy through an opening(s) created by the direct action of such windstorm.

Each loss by Named Windstorm shall constitute a single claim hereunder; provided, if more than one Named Windstorm shall occur within any period of seventy-two (72) hours during the term of this Policy, such Named Windstorm shall be deemed to be a single Named Windstorm within the meaning thereof. The Insured may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hour periods shall overlap. The Company shall not be liable for any loss occurring before the effective date and time of the Policy. The Company will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this Policy provided that the first Named Windstorm loss or damage within that seventy-two (72) hours occurs prior to the date and time of expiration of this Policy.

In the event of there being a difference of opinion between the Insured and the Company as to whether or not all Named Windstorm losses sustained by the Insured during an elected period of seventy-two (72) hours arose out of, or was caused by a single atmospheric disturbance, the stated opinion of the National Weather Service or comparable Authority in any other country or locality shall govern as to whether or not a single atmospheric disturbance continued throughout the period at the location(s) involved.

Any reference within this form to Windstorm shall not be applicable to Named Windstorm occurrences unless otherwise noted.

17. ATTACHMENT CLAUSE:

This policy is made and accepted subject to the foregoing provisions and stipulations which are hereby made part of this policy, together with such other provisions, stipulations, and agreements as are endorsed hereon or added hereto, as provided in this policy.

18. LOSS ADJUSTMENT SERVICES

The Insurance Company agrees to appoint Vericlim to act on their behalf as the nominated authorized loss adjusters in respect of losses.

All claims advised to AmWINS Brokerage of Florida, LLC shall be simultaneously notified/reported to Jerry Tilly, Vericlim, 5601 Mariner Street, Ste 425, Tampa, FL 33609, Telephone +1 813-287-0575, website: www.vericliminc.com

In the event that Vericlim are notified of a loss directly they will advise this company and AmWINS Brokerage of Florida, LLC immediately.

THE INSURANCE COMPANY(IES) SIGNATORY HERETO
(HEREINBEFORE CALLED THE COMPANY)

Each for itself severally but not jointly do(es) insure for the amount underwritten for each and every loss covered hereunder as set forth under their respective names.

IN WITNESS WHEREOF, The following company(ies) execute and attest these presents, and subscribe for the amount of participation of the insurance provided hereunder, as shown:

AMOUNT	POLICY NUMBER	COMPANY	ANNUAL PREMIUM
\$5,000,000 (7.692%) Part of \$65,000,000 Excess of \$25,000,000	ESP7300024-04	Arch Specialty Insurance Company	\$88,167

BY 
(AUTHORIZED REPRESENTATIVE)

Schedule of Insurers and Participations

Limit	xs	Attachment	Carrier	Policy Number	Signing	Participation
25,000,000	xs	Ded	Allied World Assurance Company	0306-6986-1A	\$ 5,000,000	20.000%
			National Fire & Marine Insurance Co	42-PRP-301359-03	\$ 2,500,000	10.000%
			Axis Surplus Insurance Company	EA793961-17	\$ 2,500,000	10.000%
			Westchester Surplus Lines Insurance Co	D37362530 009	\$ 5,000,000	20.000%
			TOTAL		15,000,000	60.00%
50,000,000	xs	Ded	Certain Underwriters at Lloyds, London (THB)	B1230AP00745A17	\$ 6,703,300	13.4066%
			Lex-London, a division of AIG Europe Ltd (THB)	B1230AP00745A17	\$ 1,648,350	3.2967%
			Ironshore Insurance Ltd (Inclusive of FET) (THB)	B1230AP00745D17	\$ 1,648,350	3.2967%
			TOTAL		10,000,000	20.00%
90,000,000	xs	Ded	United Specialty Insurance Company (VRU)	VTZ-CN-0000069-02	\$ 3,000,000	3.333%
			Lloyds of London ASTA 2357 (VRU)	VRX-CN-0000069-02	\$ 3,000,000	3.333%
			Interstate Fire & Casualty Company (VRU)	VLL-CN-0000069-02	\$ 3,000,000	3.333%
			Interstate Fire & Casualty Co (SRU)	AMW-151389	\$ 9,000,000	10.000%
			TOTAL		18,000,000	20.00%
65,000,000	xs	25,000,000	Evanston Insurance Company	MKLV11XP005885	\$ 5,000,000	7.692%
			Colony Insurance Company	XP264272	\$ 4,500,000	6.923%
			Liberty Surplus Insurance Corp	1000093984-04	\$ 5,000,000	7.692%
			Arch Specialty Insurance Company	ESP7300024-04	\$ 5,000,000	7.692%
			Landmark American Insurance Company	LHT900783	\$ 6,500,000	10.000%
			Certain Underwriters at Lloyds, London (SRU)	AQS-170523	\$ 3,307,316	5.088%
			International Insurance Company of Hannover SE (SRU)	HAQS-170523	\$ 405,184	0.623%
			General Security Indemnity Co of Arizona (SRU)	TR00093911700523	\$ 787,500	1.212%
			Certain Underwriters at Lloyds, London (THB)	B1230AP00745C17	\$ 2,312,500	3.558%
			Houston Casualty Company (THB)	B1230AP00745C17	\$ 2,312,500	3.558%
			Hallmark Specialty Insurance Company (Hl mk)	73PRX17EF88	\$ 1,937,500	2.981%
			Lloyds of London NOVAE 2007 (Hl mk)	93PRX17EF89	\$ 1,937,500	2.981%
			TOTAL		39,000,000	60.00%
40,000,000	xs	50,000,000	Certain Underwriters at Lloyds, London (THB)	B1230AP00745B17	\$ 2,000,000	5.000%
			Endurance Worldwide Insurance Ltd (THB)	B1230AP00745B17	\$ 3,000,000	7.500%
			Ironshore Insurance Ltd (Inclusive of FET) (THB)	B1230AP00745E17	\$ 3,000,000	7.500%
			TOTAL		8,000,000	20.00%
160,000,000	xs	90,000,000	Landmark American Insurance Company	LHD900782	\$ 160,000,000	100.000%
			TOTAL		160,000,000	100.00%



AmWINS Brokerage of Florida, Inc.
 1227 South Patrick Drive
 Suite 101
 Satellite Beach, FL 32937

T 321.872.7631
 F

amwins.com

FL License #3399

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

POLICY PREMIUM SUMMARY

Attached to and forming part of Policy Number: **ESP7300024-04**

Named Insured: Manatee County Board of County Commissioners **Policy Number:** ESP7300024-04
Coverage: Property **Carrier:** Arch Specialty Insurance Company
Agency: World Risk Management **Policy Period:** 06/01/2017 - 06/01/2018


THIS POLICY CONTAINS A SEPARATE

Policy Premium:	DEDUCTIBLE FOR HURRICANE OR WIND	\$88,167.00
Fees:	LOSSES, WHICH MAY RESULT IN HIGH	\$4.00
Total:	OUT-OF-POCKET EXPENSES TO YOU.	\$88,171.00

IMPORTANT NOTICE: THE NONADMITTED & REINSURANCE REFORM ACT (NRRRA) WENT INTO EFFECT ON JULY 21, 2011. ACCORDINGLY, SURPLUS LINES TAX RATES AND REGULATIONS ARE SUBJECT TO CHANGE WHICH COULD RESULT IN AN INCREASE OR DECREASE OF THE TOTAL SURPLUS TAXES AND FEES OWED ON THIS PLACEMENT. IF A CHANGE IS REQUIRED, WE WILL PROMPTLY NOTIFY YOU. ANY ADDITIONAL TAXES OWED MUST BE PROMPTLY REMITTED TO AMWINS.

FEES:

Fee	Amount
Florida	
EMPA (Tax Exempt Insureds)	\$4.00
Total	\$4.00
Total Fees	\$4.00

Surplus Lines Agent's Name: <u>James Ayers Compton</u>	
Surplus Lines Agent's Address: <u>302 Knight Run Av. St. 1240</u> <u>Tampa, FL 33602</u>	
Surplus Lines Agent's License #: <u>A052540</u>	
Producing Agent's Name: <u>World Risk Management</u>	
Producing Agent's Address: <u>20 N Orange Ave, #500</u> <u>Orlando, FL 32801</u>	
This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.	
Premium: <u>\$88,167</u> Tax: <u>exempt</u> Service Fee: <u>exempt</u>	
EMPA Surcharge: <u>\$4</u> Broker Fee: <u>\$0</u>	
Inspection Fee: <u>\$0</u> Policy Fee: <u>\$0</u>	
Surplus Lines Agent's Countersignature: <u></u>	