WH Checked



RISK DETAILS

UMR:

B1230AP00745E17

TYPE:

ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE AS PER PRIMARY INSURERS POLICY INCLUDING FLOOD BUT EXCLUDING EQUIPMENT BREAKDOWN AND **EARTH MOVEMENT**

TITLE OF

ASSURED:

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 or interest which the Insured is responsible to insure, as detailed in the Primary Insurers Policy.

ADDRESS OF

ASSURED:

1112 Manatee Avenue West, Suite 969, Bradenton, FL 34206

PERIOD:

From:

1 June 2017

To:

1 June 2018

Both days at 12.01 a.m. Local Standard Time at the location of the property insured

PROPERTY OR

INTEREST:

Blanket Real Property, Personal Property, Time Element, Business Interruption, and as set forth in the Primary Insurers Policy

LIMIT OF LIABILITY: USD 40,000,000 per occurrence, subject to USD 25,000,000 in the aggregate for the period in respect of Flood

EXCESS OF

USD 50,000,000 per occurrence and in the aggregate for the period separately in respect of Flood and Earth Movement

Which in turn excess of Primary Deductibles, subject to sub limits as attached.

PROPERTY

LOCATION:

The 50 states comprising the United States of America, its territories and possessions, and the District of Columbia. Personal Property is extended to Worldwide coverage.

Primary Policy wording
as held on File ley 2)

Tronshore

15

THB1a Excess Physical Damage Form (U.S.A. and Canada) 664THBNA00061A (Amended) following same terms, conditions and exclusions as Primary Policy Number B1230AP00745A17 written by Certain Underwriters at Lloyd's as far as applicable except as otherwise provided herein.

664THBNA00062 (amended) - Business Interruption Extension

NMA 45 (amended) - New Short Rate Cancellation Table Endorsement (USA)

NMA 2920 - Terrorism Exclusion Endorsement

LMA 5219 - U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause

6) NMA 2914 - Electronic Data Endorsement A

7) NMA 2419 - Lines Clause

Thompson Heath and Bond Limited Attaching to and forming part of: B1230AP00745E17 Page 1 of 27 v2.0







CONDITIONS

(continued):

- 664THBNA00194 Fraudulent Claims Clause as attached
- 664THBNA00196 Loss Payee(s) and/ or Mortgagee(s) Interest Clause.
- 10) 664THBNA00195 Hurricane Minimum Earned Premium Endorsement
- 11) It is noted and agreed that the 664THBNA00195 Hurricane Minimum Earned Premium Endorsement applies to mid-term Policy cancellations only.
- 12) 664THBNA00198 Minimum Earned Premium Clause (25%)
- 13) LMA 3100 Sanction Limitation and Exclusion Clause
- 14) LMA 5130 Application of Sublimits Endorsement
- 15) Permission for Excess Insurance
- 16) Notification of Claims to: AmWINS Brokerage of Florida, LLC, 1227 South Patrick Drive Suite 101, Satellite Beach, FL 32937
- 17) 120 Days Cancellation Clause Law, as per Policy Wording.
- 18) Where the terms "Insured" and "Assured" appear herein in relation to the person(s) or organisation(s) insured herein they shall be deemed to be read as synonymous terms.
- 19) Where the terms "Insurers" and "Underwriters" appear herein they shall be deemed to be read as synonymous terms.
- 20) Loss Adjuster: Jerry Tilly, Vericlaim, Inc., 5601 Mariner Street, Suite 425, Tampa, FL 33609
- 21) It is noted and agreed that Item 11. OCCURRENCE LIMIT OF LIABILITY is deleted
- 22) IRNS 0002 Arbitration and Choice of Law Clause
- 23) IRNS 0007 Office of Foreign Assets Control Notice

EXPRESS

WARRANTIES:

None other than may exist in underlying policy stated hereon

CONDITIONS

PRECEDENT:

None other than may exist in underlying policy stated hereon

NOTICES:

LSW 1661 - Florida Guaranty Act Notice LSW 1662 - Florida Rates and Forms Notice

CHOICE OF LAW

& JURISDICTION:

UK Arbitration; New York Choice of Law as per IRNS - 0002 - Arbitration and Choice of

Law Clause.

ANNUAL

PREMIUM:

USD449,595 (100%) Hereon USD 33,720

PREMIUM

60

PAYMENT TERMS:

45 Days Premium Payment Clause - PPC 5 (TOR) 4/86 (DIRECT) as attached

TAXES PAYABLE BY (RE) INSURED AND **ADMINISTERED BY**

INSURERS:

None





RECORDING, TRANSMITTING & STORING

INFORMATION:

Where Broker maintains risk and claim data/information/documents Broker may hold

data/information/documents electronically

INSURER CONTRACT

DOCUMENTATION:

This document details the contract terms entered into by the insurer(s) and constitutes the

contract document.

Any further documentation changing this contract, agreed in accordance with the contract

change provisions set out in this contract, shall form the evidence of such change.

INFORMATION

Total In	Total Insured Values USD1,173,757,530 split: -			
USD	706,436,609	Building		
USD	233,823,215	Personal Property		
USD	2,500,000	Business Interruption (12 months)		
USD	17,000,392	Property in the Open		
USD	35,499,988	Desktop Lift Stations		
USD	24,252,000	Street Lights and Signs		
USD	5,820,586	Ambulances		
USD	21,228,135	Vehicles – Sheriff		
USD	77,613,722	Vehicles – All Other Departments		
USD	10,377,184	Contractor's Equipment		
USD	1,403,520	Bus Shelters		
USD	37,802,179	Lake Manatee Dam		

Primary Deductibles:

USD 100,000 per Occurrence All Other Perils except:

3% per building, minimum USD 250,000 and maximum USD 20,000,000 per Occurrence Named Windstorm and Flood as a result of a Named Windstorm

USD 100,000 per Occurrence Flood except:

Excess Maximum Limits available in the National Flood Insurance Plan (whether purchased or not) on any location wholly or partially within **Special Flood Hazard Areas (SFHA)**, areas of 100 year flooding as defined by Federal Emergency Management Association (FEMA) being USD 500,000 building and USD 500,000 contents per building

USD 100,000 per Occurrence Earth Movement

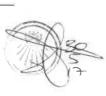
USD 1,000 per Occurrence Specially Trained Animals

24 Hour Waiting Period Service Interruption, Civil Authority, Ingress and Egress - All Perils and Coverages per Occurrence

2.5% of Annual Tax Value per Location Tax Interruption per Occurrence

USD 10,000 per Occurrence **Automobile Physical Damage**, on and off premises, including over-the-road coverage

USD 10,000 per Occurrence Contractors Equipment





USD 10,000 per Occurrence Electronic Data Processing

USD 5,000 per Occurrence Leased &/or Rented Equipment

Any property damage or time element extension provided herein are subject to the deductible provisions that would have applied had a physical loss or damage occurred.

The following are included in the Primary:

Terrorism Exclusion; War and Civil War Exclusion; Radioactive Contamination Exclusion; Mold, Mildew, and Fungus Exclusion; Biological or Chemical Exclusion; Seepage and/ or Pollution and/ or Contamination Exclusion; Electronic Date Recognition Clause; Electronic Data Exclusion; Additional Insured's/ Loss Payees Clause; Preservation of Property Clause.

General Information:

Founded in 1855 and with 741 square miles, Manatee County is located on Florida's Gulf Coast and is bordered by Tampa Bay and St. Petersburg to the north, Hardee and Desoto counties to the east and Sarasota to the south and Anna Maria Island and Gulf of Mexico to the west.

The population is approximately 315,000 with top industries being tourism and agriculture.

All Underwriting information as per email submission dated 1 February 2017

Largest Single Building

Judicial Center, 1051 Manatee Avenue West, Bradenton, FL 34205

Total Values USD 104,673,350; 350,577 square feet; Masonry non-combustible construction; 10 -story building; Sprinklered; Flood Zone C; Built in 1980 – updated in 2008; County Courthouse.

"As if" Loss History advised to Thompson Heath and Bond Limited 9 March 2016 And THB TO claims report 15 March 2017

YEAR	AMOUNT	LOSS EVENT
2016 – 2017	USD NII	
2015 – 2016	USD 1,962 (LAE)	Vehicle Damage (8 June 2015) Closed
	USD 1,298 (LAE)	Vehicle Damage (13 July 2015) Open
	USD 16,172 (Loss)	Vehicle Damage (13 July 2015) Open
2014 - 2015	Nil	
2013 - 2014	Nil	
2012 - 2013	Nil	
2011 – 2012	Nil	
2010 - 2011	Nil	
2009 - 2010	Nil	e e

TERRORISM

PREMIUM: USD

(100%) TRIA. Purchased/ Not Purchased

PREMIUM

PAYMENT TERMS:

Premium Payment Clause as attached shall not apply to TRIA premiums

All other Information as held on file with Thompson Heath & Bond Limited.





PROGRAM SUBLIMITS OF LIABILITY

Program Sublimits specified herein apply 100% to this policy and all other applicable policies and shall not be construed to increase this policy's stated Limits of Liability.

Item	Sublimit of Liability	Coverage Description		
A.	USD 90,000,000	"Named Windstorm"		
В.	USD 75,000,000	Per Occurrence and Annual Aggregate Flood		
C.	USD 50,000,000	Per Occurrence and Annual Aggregate Earth Movement		
D.	USD 100,000,000	Combined Business Interruption , Rental Income, and Tax Interruption, Tuition Income (and related fees) except undeclared Business Interruption, Rental Income, and Tax Interruption, Tuition Income (and related fees) is excluded		
E.	USD 50,000,000	Extra Expense		
F.	USD 15,000,000	Miscellaneous Unnamed Locations – this extension will extend to include Flood coverage. If Flood coverage is purchased for all locations, this extension will extend to include Flood Coverage for any location not situated in Special Flood Hazard Areas (SFHA). For locations situated in Special Flood Hazard Areas (SFHA), a sublimit of USD 5,000,000 applies. No additional premium for any locations covered below this sub-limit		
G.	USD 25,000,000	Automatic Acquisition excluding licensed vehicles for which a sublimit of USD 5,000,000 applies per policy Automatic Acquisition Clause. If Flood coverage is purchased for all locations, this extension will extend to include Flood Coverage for any location not situated in Special Flood Hazard Areas (SFHA). For locations situated in Special Flood Hazard Areas (SFHA), a sublimit of USD 5,000,000 applies. No additional premium for any locations covered below this sublimit		
Н.	USD 500,000	Unscheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields if specific values for such items have not been reported as part of the schedule of values held on file with AmWINS Brokerage of Florida, LLC. Further sublimited to 25 gallons per item, but not to exceed USD 25,000 per item		
I.	USD 5,000,000	Scheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields if specific values for such items have been reported as part of the schedule of values held on file with AmWINS Brokerage of Florida, LLC. Further sublimited to 25 gallons per item, but not to exceed USD 25,000 per item		
J.	USD 50,000,000	Errors & Omissions		
K.	USD 50,000,000	Course of Construction and Additions (new and existing), Projects with completed values not exceeding USD 50,000,000 No additional premium for locations covered below this sublimit		
L.	USD 2,500,000	Money and Securities as respects the peril(s) of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft		





		(other than by an employee(s)	
M.	USD 2,500,000	Unscheduled Fine Arts	
N.	USD 250,000	Per Occurrence as respects Accidental Contamination , including Owned Land, Land Values and Water owned by the Insured and subject to USD 500,000 in the annual Aggregate	
O.	USD Not Covered	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals, unless specific values for such items have beer reported as part of the schedule of values held on file with AmWINS Brokerage of Florida, LLC. (excluding coverage for the peril of Earth Movement and excluding Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declare disasters)	
P.	USD 25,000,000	Increased Cost of Construction due to the enforcement of building codes ordinance or law, including Equipment Breakdown	
Q.	USD 25,000,000	Transit	
R.	USD 2,500,000	Unscheduled Animals, subject to maximum of USD 50,000 Per Animal, Per Occurrence	
S.	USD 2,500,000	Unscheduled Watercraft; up to 27 feet	
T.	USD 25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned / operated location(s)	
U.	USD 3,000,000	Separately as respects Contingent Business Interruption , Contingent Rental Value, and Contingent Extra Expense	
V.	USD 5,000,000	Per Occurrence and Annual Aggregate as respects the peril of Earth Movement for Vehicles, Contractors Equipment and Fine Arts combined, for all Insured's that do not purchase optional dedicated Earth Movement coverage, and/or where specific values for such items are not covered for optional dedicated Earth Movement coverage as part of the schedule of values held on file with AmWINS Brokerage of Florida, LLC	
W.	USD 5,000,000	Per Occurrence and Annual Aggregate as respects the peril of Flood for Vehicles, Contractors Equipment and Fine Arts combined, for all Insured's that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the schedule of values held on file with AmWINS Brokerage of Florida, LLC	
Χ.	USD 1,000,000	Claim Preparation Expenses	
Υ.	USD 25,000,000	Expediting Expenses	
Z.	USD 500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones	





AA.	USD 1,000,000	Personal Property Outside the USA
AB.	180 Days	Extended Period of Indemnity
AC.	USD 10,000,000	Automobile Physical Damage (on and off premises) including over-the- road coverage
AD.	USD 10,000,000	Electronic Data Processing
AE.	USD 1,000,000	Per Occurrence and Annual Aggregate direct physical loss, damage or destruction of property insured by Mold, Mildew, or Fungus when directly caused by a Listed Peril occurring during the Policy Period
AF.	USD 1,000,000	Sinkhole – In Fill and Repair per occurrence and in the Annual Aggregate



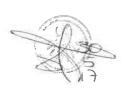


THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

01/10/09 LSW1661

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

01/10/09 LSW1662





SCHEDULE

Policy No:

B1230AP00745E17

Title of Assured:

As per Risk Details

Address of Assured:

As per Risk Details

3. Policy Period: As per Risk Details

Perils Insured:

As per Risk Details

5. The Property or Interest: As per Risk Details

Property Location: 6.

As per Risk Details

7. Premium: As per Risk Details

(a) PRIMARY INSURER(S)

Coverage Total Limit of Liability for

<u>Insurer</u>

Insurer

<u>Participation</u>

Policy No

Layer

Primary Insurer(s)

USD 50,000,000 ١.

Certain Underwriters at Lloyd's

20.00%

B1230AP00745A17

(b) UNDERLYING EXCESS INSURER(S)

Coverage Total Limit of

Layer

Liability for all Underlying Excess

Insurer(s)

Participation

Policy No

11.

III.

IV.

9. Primary and Underlying Excess Limit(s)

USD 50,000,000 ultimate net loss per occurrence subject to an aggregate limit of:

USD 50,000,000 any one Policy year in respect of the peril of Flood. and

USD 50,000,000 any one Policy year in respect of the peril of Earth Movement

Which in turn excess of Primary Deductibles, subject to sub limits as attached.





10. Excess Limit(s)

USD 40,000,000 ultimate net loss per occurrence subject to an

aggregate limit of:

USD 25,000,000 any one Policy year in respect of the peril of Flood

11. Notification of Claims to:

As per Risk Details

Dated in London

23 May 2017

If Business Interruption or other Time Element or Accounts Receivable, Royalty or Leasehold Insurance or similar coverage is afforded by this Insurance, Business Interruption Extension Endorsement 664THBNA00062, amended where applicable, must be attached hereto.





PROGRAM SUBLIMITS OF LIABILITY

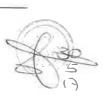
Program Sublimits specified herein apply 100% to this policy and all other applicable policies and shall not be construed to increase this policy's stated Limits of Liability.

Item	Sublimit of Liability	Coverage Description
Α.	USD 90,000,000	"Named Windstorm"
B.	USD 75,000,000	Per Occurrence and Annual Aggregate Flood
C.	USD 50,000,000	Per Occurrence and Annual Aggregate Earth Movement
D.	USD 100,000,000	Combined Business Interruption , Rental Income, and Tax Interruption, Tuition Income (and related fees) except undeclared Business Interruption, Rental Income, and Tax Interruption, Tuition Income (and related fees) is excluded
E.	USD 50,000,000	Extra Expense
F.	USD 15,000,000	Miscellaneous Unnamed Locations – this extension will extend to include Flood coverage. If Flood coverage is purchased for all locations, this extension will extend to include Flood Coverage for any location not situated in Special Flood Hazard Areas (SFHA). For locations situated in Special Flood Hazard Areas (SFHA), a sublimit of USD 5,000,000 applies. No additional premium for any locations covered below this sub-limit
G.	USD 25,000,000	Automatic Acquisition excluding licensed vehicles for which a sublimit of USD 5,000,000 applies per policy Automatic Acquisition Clause. If Flood coverage is purchased for all locations, this extension will extend to include Flood Coverage for any location not situated in Special Flood Hazard Areas (SFHA). For locations situated in Special Flood Hazard Areas (SFHA), a sublimit of USD 5,000,000 applies. No additional premium for any locations covered below this sublimit
H.	USD 500,000	Unscheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields if specific values for such items have not been reported as part of the schedule of values held on file with AmWINS Brokerage of Florida, LLC. Further sublimited to 25 gallons per item, but not to exceed USD 25,000 per item
I.	USD 5,000,000	Scheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields if specific values for such items have been reported as part of the schedule of values held on file with AmWINS Brokerage of Florida, LLC. Further sublimited to 25 gallons per item, but not to exceed USD 25,000 per item
J.	USD 50,000,000	Errors & Omissions
K.	USD 50,000,000	Course of Construction and Additions (new and existing), Projects with completed values not exceeding USD 50,000,000 No additional premium for locations covered below this sublimit
L.	USD 2,500,000	Money and Securities as respects the peril(s) of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft





		(other than by an employee(s)	
M.	USD 2,500,000	Unscheduled Fine Arts	
N.	USD 250,000	Per Occurrence as respects Accidental Contamination , including Owned Land, Land Values and Water owned by the Insured and subject to USD 500,000 in the annual Aggregate	
Ο.	USD Not Covered	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals, unless specific values for such items have been reported as part of the schedule of values held on file with AmWINS Brokerage of Florida, LLC. (excluding coverage for the peril of Earth Movement and excluding Federal Emergency Management Agency (F.E.M.A.) and/or any State Office of Emergency Services (O.E.S.) declared disasters)	
P.	USD 25,000,000	Increased Cost of Construction due to the enforcement of building codes ordinance or law, including Equipment Breakdown	
Q.	USD 25,000,000	Transit	
R.	USD 2,500,000	Unscheduled Animals, subject to maximum of USD 50,000 Per Animal, Per Occurrence	
S.	USD 2,500,000	Unscheduled Watercraft; up to 27 feet	
т.	USD 25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned / operated location(s)	
U.	USD 3,000,000	Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense	
V.	USD 5,000,000	Per Occurrence and Annual Aggregate as respects the peril of Earth Movement for Vehicles, Contractors Equipment and Fine Arts combined, for all Insured's that do not purchase optional dedicated Earth Movement coverage, and/or where specific values for such items are not covered for optional dedicated Earth Movement coverage as part of the schedule of values held on file with AmWINS Brokerage of Florida, LLC	
W.	USD 5,000,000	Per Occurrence and Annual Aggregate as respects the peril of Flood for Vehicles, Contractors Equipment and Fine Arts combined, for all Insured's that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the schedule of values held on file with AmWINS Brokerage of Florida, LLC	
X.	USD 1,000,000	Claim Preparation Expenses	
Y.	USD 25,000,000	Expediting Expenses	
Z.	USD 500,000	Separately as respects Furs, Jewelry, Precious Metals and Precious Stones	





AA.	USD 1,000,000	Personal Property Outside the USA
AB.	180 Days	Extended Period of Indemnity
AC.	USD 10,000,000	Automobile Physical Damage (on and off premises) including over-the- road coverage
AD.	USD 10,000,000	Electronic Data Processing
AE.	USD 1,000,000	Per Occurrence and Annual Aggregate direct physical loss, damage or destruction of property insured by Mold, Mildew, or Fungus when directly caused by a Listed Peril occurring during the Policy Period
AF.	USD 1,000,000	Sinkhole – In Fill and Repair per occurrence and in the Annual Aggregate





(U.S.A. AND CANADA)

1. INSURING CLAUSE:

Subject to the limitations, terms and conditions contained in this Policy or added hereto, the Underwriters agree to indemnify the Assured named in the Schedule herein in respect of Direct Physical loss or damage to the property described in Item 5 of the Schedule while located or contained as described in the Schedule, occurring during the period stated in the Schedule and caused by any such perils as are set forth in Item 4 of the Schedule and which are also covered by and defined in the Policy specified in the Schedule and issued by the "Primary Insurer(s)" stated therein.

2. APPLICATION OF UNDERLYING PROVISIONS:

In respect of the perils hereby insured against this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and Limits of Liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the Policy(ies) of the Primary Insurer(s) prior to the happening of a loss for which claim is made hereunder and should any alteration be made in the premium for the Policy of the Primary Insurer(s), then the premium hereon may be adjusted accordingly.

3. LIMIT:

Provided always that liability attaches to the Underwriters only after the Primary and Underlying Excess Insurer(s) have paid or have admitted liability for the full amount of their respective liability as set forth in Item 9 of the Schedule and designated "Primary and Underlying Excess Limit(s)" and then the limits of Underwriters Liability shall be those set forth in Item 10 of the Schedule under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss up to the full amount of such "Excess Limit(s)".

4. MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS POLICY(IES) AND LIMITS:

It is a condition precedent to recovery under this Policy that the Policy(ies) and Limit(s) of the Primary and Underlying Excess Insurer(s) set forth in Items 8 and 9 of the Schedule shall be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the Policy year.

In the event of such reduction of the aggregate Limits of Liability of the Primary and Underlying Excess Insurances this Policy shall pay excess over the reduced aggregate limit. In the event of exhaustion of the aggregate Limits of Liability of the Primary and Underlying Excess Insurances this Policy, subject to all its provisions, shall continue in force as Primary Insurance in respect of the peril for which the aggregate Limit of Liability has been so exhausted and the deductible or self-insured amount if applicable to that peril, as set forth in the Policy of the Primary Insurer, shall apply to this Policy.

5. UNCOLLECTIBILITY OF OTHER INSURANCE:

Notwithstanding any of the terms of the Policy that might be construed otherwise, the insurance provided by this Policy shall always be excess over the maximum monetary limits set forth in Item 9 of the Schedule (reduced only by reduction of any underlying aggregate limits as provided for in Clause 4 herein) regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer(s).

The risk of uncollectibility (in whole or part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer(s) or for any other reason, is expressly retained by the Assured and is not in any way or under any circumstances insured or assumed by Underwriters.





6. DEFINITIONS:

(a)	Ultimate Net Loss:	The words "ultimate net loss" shall mean the loss sustained by the Assured as a result of the perils insured against by this Policy, limited by
	(i)	any sub-limits contained within this Policy or the Policy of the Primary and/or Underlying Excess Insurer(s), and $ \frac{1}{2} \int_{\mathbb{R}^{n}} \frac{1}{2} \left(\frac{1}{2} \int$
	(ii)	making deductions for all salvages, recoveries and other insurances (other than recoveries under the Policy of the Primary and Underlying Excess Insurer(s)).
(b)	Policy Year	The words "Policy year" shall be understood to mean the period in Item 3 of the Schedule

7. APPLICATION OF RECOVERIES:

All salvages, recoveries or payments recovered or received subsequent to loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Assured's ultimate net loss has been finally ascertained.

8. CANCELLATION:

This insurance may be cancelled by the Assured at any time by written notice or by surrender of this Policy. This insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this insurance written notice stating when, not less than 120 (one hundred twenty) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Assured, the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis, the Underwriters shall receive the earned premium hereon, or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater

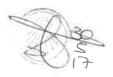
If this insurance shall be cancelled by or on behalf of the Underwriters, the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon, or the pro rata proportion of any minimum premium stipulated herein whichever is the greater

Payment or tender of unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

9. NOTIFICATION OF CLAIMS:

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in Item 11 of the Schedule.





10. PRIORITY OF PAYMENT:

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary that in the event of a claim hereunder which involves more than one interest and/or coverage and/or peril, it shall be at the sole option of the Assured to apportion recovery under this Policy when submitting final proof of loss, subject to the overall amount of claim not exceeding the overall limit of liability contained herein for any one loss.

For the purpose of attachment of coverage for excess layers, it is further agreed that loss involving any interest and/or peril covered in primary or underlying excess layers, but not covered in higher excess layers, shall be recognised by such excess layers as eroding or exhausting the occurrence limits of the primary and/or underlying excess layer(s). Nothing herein, however, shall be deemed to extend coverage in such layer(s) to include loss from any interest and/or peril not covered in the excess layer(s) itself.

11. OCCURRENCE LIMIT OF LIABILITY:

The Limit of Liability or Amount of Insurance shown in Item 10 of the Schedule, or endorsed onto this Policy, is the total of the Insurer(s) liability applicable to each occurrence, as hereinafter defined. Notwithstanding any other terms and conditions of this Policy to the contrary, in no event shall the liability of the Insurer(s) exceed this limit or amount irrespective of the number of locations involved.

The term 'Occurrence' shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, if these perils are insured, one event shall be considered to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Assured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to any covered property occurs, during the period of this Policy.

The premium for this Policy is based upon the Statement of Values on file with the Underwriters, or attached to this Policy. In the event of loss hereunder, liability of the Underwriters, subject to terms of paragraph one (1) above, shall be limited to the least of the following:

- a. The actual adjusted amount of loss, less applicable deductible(s)
- b. 100% of the individually stated value for each scheduled item of property involved, as shown on the latest Statement of Values on file with Underwriters, less applicable deductible(s).
- The Limit of Liability or Amount of Insurance shown in Item 10 of the Schedule, or endorsed onto this Policy.

664THBNA00061A (amended)





BUSINESS INTERRUPTION EXTENSION

It is understood and agreed that this Insurance extends to cover Business Interruption and Time Element coverages (as insured under the Policy/ies of the Primary and Underlying Excess Insurers) consequent upon the loss of or damage to the Property insured hereby.

The Primary and Underlying Excess Limit(s) and the Excess Limit(s) as set out in Items 9 and 10 of the Schedule are inclusive of Damage to Property and Business Interruption and Time Element coverages.

664THBNA00062 (amended)





NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT (U.S.A.)

In consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the Assured the Earned Premium shall be computed as follows: -

SHORT RATE CANCELLATION TABLE

A. For insurances written for one year: -

		Per cent. of	-		Per cent. of One
in Force		ear Premiun			Year Premium
1		_	154 - 156		
2		_	157 - 160		
3 4			161 - 164	***************************************	55
5 6		8	165 - 167		56
7 8		9	168 - 171		57
9 - 10		10	172 - 175		58
11 - 12		11	176 - 178		59
13 - 14		12	179 - 182	(6 months)	
15 - 16			183 - 187		
17 - 18		4.4	188 - 191		
19 - 20			192 - 196		
21 - 22			197 - 200		
23 - 25			201 - 205	***************************************	
26 - 29			206 - 209		= = =
30 - 32	(1 month)	19	210 - 214	(7 months)	67
33 - 36		20	215 - 218		68
37 - 40		21	219 - 223		69
41 - 43	***************************************	22	224 - 228		70
44 - 47		23	229 - 232		71
48 - 51			233 - 237		
52 - 54			238 - 241		
55 - 58			242 - 246		
	(O == == == ==)			(8 months)	
59 - 62	(2 months)		247 - 250	•••••	
63 - 65			251 - 255		
66 - 69			256 - 260	•••••	
70 - 73		30	261 - 264		78
74 - 76		31	265 - 269		79
77 - 80	***************************************	32	270 - 273	(9 months)	80
81 - 83		33	274 - 278		81
84 - 87	***************************************	34	279 - 282		
88 - 91	(3 months)		283 - 287		
92 - 94			288 - 291		
95 - 98			292 - 296		
99 - 102			297 - 301	(40 41)	
103 - 105			302 - 305	(10 months)	
106 - 109			306 - 310		
110 - 113			311 - 314		89
114 - 116		42	315 - 319		90
117 - 120		43	320 - 323		91
121 - 124	(4 months)	44	324 - 328		92
125 - 127		45	329 - 332		
128 - 131			333 - 337	(11 months)	
132 - 135			338 - 342	(1111011010)	
136 - 138			343 - 346		
139 - 142			347 - 351	•••••	
143 - 146			352 - 355		
147 - 149			356 - 360		
150 - 153	(5 months)	52	361 - 365	(12 months)	100





- B. For Insurances written for more or less than one year:-
 - 1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
 - 2. If insurance has been in force for more than 12 months:
 - (a) Determine full annual premium as for an insurance written for a term of one year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

09/02/58 NMA45 (amended)

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01 NMA2920





U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5219 12 January 2015

ELECTRONIC DATA ENDORSEMENT A

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - 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 programmes, 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 unauthorised instructions or code including a set of maliciously introduced unauthorised 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) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils Fire Explosion





2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed USD 10,000,000 any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/01 NMA2914

LINES CLAUSE

This Insurance, being signed for 7.50% of 100% insures only that proportion of any loss, whether total or partial, including but not limited to that proportion of associated expenses, if any, to the extent and in the manner provided in this Insurance.

The percentages signed in the Table are percentages of 100% of the amount(s) of Insurance stated herein.

NMA2419

FRAUDULENT CLAIMS CLAUSE

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

664THBNA00194

LOSS PAYEE(S) and/or MORTGAGEE(S) INTEREST CLAUSE

In consideration of the premium charged, it is understood and agreed that any Loss Payee(s) and/or Mortgagee(s) shall be deemed automatically included hereunder as their respective interests may appear.

664THBNA00196





HURRICANE MINIMUM EARNED PREMIUM ENDORSEMENT

The following terms and conditions will apply to this policy:

1. If the Insured cancels this policy, removes a location or reduces the amount of insurance on a location that is within 100 miles of the Atlantic Ocean and/ or the Gulf of Mexico and/or the Hawaii Islands, and coverage existed any time during the period of June 1st to November 30th, the amount of premium Underwriters will return will be the Unearned Premium for the location. The Unearned Premium is the annual premium for the policy (or for the location removed or coverage reduced, as applicable) multiplied by the Unearned Factor noted below. The location premium is the 100% annual rate multiplied by the location value as scheduled in the most current Statement Values on file with the Underwriters.

1 year Policy

Days Policy in Force	Unearned Factor	
1-180	20%	
181-210	15%	
211-240	10%	
241-270	7.5%	
271-300	5%	
301-330	2.5%	
331-365	0%	

- 2. If a Location that is within 100 miles of the Atlantic Ocean and/ or the Gulf of Mexico and/ or the Hawaii Islands is added during the term of the policy and coverage exists at any time during the period of June 1st to November 30th, the rate will be calculated as 100% of the annual rate less the Unearned Premium Factor as calculated in No. 1 above the number of days remaining in the policy term.
- 3. The provisions of this endorsement replace any short rate and/or minimum earned premium provisions stipulated in this policy for all locations that are within 100 miles of the Atlantic Ocean and/ or the Gulf of Mexico and/ or the Hawaiian Islands and coverage existed any time during the period of June 1st to November 30th
- 4. Nothing herein will act to provide coverage outside the automatic acquisition clause, if any, that is located elsewhere in the policy.

All other terms and conditions remain unchanged.

664THBNA00195

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this Policy by the Assured, a minimum premium of 25% as of inception shall become earned; any conditions of the Policy to the contrary notwithstanding, except as set forth in the Hurricane Minimum Earned Premium Endorsement, if such Endorsement applies to this Policy.

Failure of the Assured to make timely payment of premium shall be considered a request by the Insured for the Underwriters to cancel. In the event of such cancellation by the Underwriters, for non-payment of premium the minimum premium shall be due and payable; provided however, such non-payment cancellation shall be rescinded if the Insured remits the full premium within 10 days of receiving it.

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

664THBNA00198





SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10 LMA3100

APPLICATION OF SUBLIMITS ENDORSEMENT

- Application To Insured Interests. Each sublimit stated in this policy applies as part of, and not in addition to, the overall policy limit for an occurrence insured hereunder. Each sublimit is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.
- 2. Application within Perils. If insured under this policy, any sublimit for earthquake, earth movement, flood, windstorm, named storm, or named windstorm is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If flood occurs in conjunction with a windstorm, named storm, named windstorm, earthquake or earth movement, the flood sublimit applies within and erodes the sublimit for that windstorm, named storm, named windstorm, earthquake or earth movement.

This endorsement takes precedence over and, if in conflict with any other wording in the contract bearing on the application of sublimits, replaces that wording.

05/03/09 LMA5130

PERMISSION FOR EXCESS INSURANCE

Permission is granted by the "Insurers" for the Insured to purchase excess insurance over the Limits of Liability set forth in this "policy" without prejudice to this "policy", and the existence of such excess insurance, if any, shall not reduce any liability under this "policy".

PPC 5 (TOR) 4/86 (DIRECT)

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Underwriters on or before midnight on 15 July 2017.

If this condition is not complied with, then this contract of insurance will terminate on the above date with the Assured hereby agreeing to pay premium calculated at not less than pro rata temporis.





ARBITRATION AND CHOICE OF LAW CLAUSE

ARBITRATION

1. Any dispute, controversy or claim arising out of or relating to this Policy or the breach, termination or invalidity thereof shall be finally and fully determined in London, England under the provisions of the Arbitration Act 1996 ("Act") and/or any statutory modifications or amendments thereto, for the time being in force, by a Board composed of three arbitrators. Each arbitrator shall be an active Queens Counsel or retired English judge familiar with insurance and with the Act. All matters relating to the existence of the agreement to arbitrate and the selection of arbitrators shall be determined under the laws of England and Wales. The arbitrator shall be selected for each controversy as follows:

Any party may, in the event of such a dispute, controversy or claim, notify the other party or parties to such dispute, controversy or claim of its desire to arbitrate the matter, and at the time of such notification the party desiring arbitration shall notify any other party or parties of the name of the arbitrator selected by it. The other party who has been so notified shall within thirty (30) calendar days thereafter select an arbitrator and notify the party desiring arbitration of the name of such second arbitrator. If the party notified of a desire for arbitration shall fail or refuse to nominate the second arbitrator within thirty (30) calendar days following the receipt of such notification, the party who first served notice of a desire to arbitrate will, within an additional period of thirty (30) calendar days, apply to a judge of the High Court of Justice of England and Wales for the appointment of a second arbitrator and in such a case the arbitrator appointed by such a judge shall be deemed to have been nominated by the party or parties who failed to select the second arbitrator. The two arbitrators. chosen as above provided, shall within thirty (30) calendar days after the appointment of the second arbitrator choose a third arbitrator, who shall be the chairman. In the event of the failure of the first two arbitrators to agree on a third arbitrator within said thirty (30) calendar day period, either of the parties may within a period of thirty (30) calendar days thereafter, after notice to the other party or parties, apply to a judge of the High Court of Justice of England and Wales for the appointment of a third arbitrator, and in such case the person so appointed shall be deemed and shall act as the third arbitrator and chairman. Upon acceptance of the appointment by said third arbitrator, the Board of Arbitration for the controversy in question shall be deemed fixed.

- 2. The Board of Arbitration shall fix, by a notice in writing to the parties involved, a reasonable time and place for the hearing and may prescribe reasonable rules and regulations governing the course and conduct of the arbitration proceeding, including without limitation discovery by the parties.
- 3. The Board shall, within ninety (90) calendar days following the conclusion of the hearing, render its award as respects the matter or matters in controversy in writing and shall cause a copy thereof to be served on all the parties thereto, but the Board shall not set forth any reasons for its award. In case the Board fails to reach a unanimous decision, the decision of the majority of the members of the Board shall be deemed to be the decision of the Board, and the same shall be final and binding on the parties thereto. Such decision shall be a complete defense to any attempted appeal or litigation of such decision in the absence of serious irregularity under Section 68 of the Act. Without limiting the foregoing, the parties waive any right to appeal to, and/or seek collateral review of the decision of the Board of Arbitration by, any court or other body to the fullest extent permitted by applicable law, including, without limitation, any right to make application to the court under Section 45 or to appeal under Section 69 of the Act.

Any order as to the costs of the arbitration shall be in the sole discretion of the Board, who may direct to whom and by whom and in what manner they shall be paid.

4. Ironshore Insurance Ltd and the Insured agree that in the event that claims for indemnity or contribution are asserted in any action or proceeding against Ironshore Insurance Ltd by any of the Insured's other insurers in any jurisdiction or forum other than that set forth in this paragraph 4, the Insured will in good faith take all reasonable steps requested by Ironshore Insurance Ltd to assist Ironshore Insurance Ltd in obtaining a dismissal of these claims (other than on the merits) and will, without limitation, undertake to the court or other tribunal to reduce any judgment or award against such other insurers to the extent that the court or tribunal determines that Ironshore Insurance Ltd would have been liable to such insurers for indemnity or contribution pursuant to this Policy. The Insured shall be entitled to assert claims against Ironshore Insurance Ltd for coverage under this Policy, including, without limitation, for amounts by which the Insured reduced its judgment





against such other insurers in respect of such claims for indemnity or contribution, in an arbitration between Ironshore Insurance Ltd and the Insured pursuant to this paragraph 4, which arbitration may take place before, concurrently with and/or after the action or proceeding involving such other insurers; provided, however, that Ironshore Insurance Ltd in such arbitration in respect of such reduction of any judgment shall be entitled to raise any defenses under this Policy and any other defenses (other than jurisdictional defenses) as it would have been entitled to raise in the action or proceeding with such insurers (and no determination in any such action or proceeding involving such other insurers shall have collateral estoppel, res judicata or other issue preclusion or estoppel effect against Ironshore Insurance Ltd in such arbitration, irrespective of whether or not Ironshore Insurance Ltd remained a party to such action or proceeding).

GOVERNING LAW AND INTERPRETATION

This Policy shall be construed in accordance with the laws of the State of New York, United States except insofar as such laws:

- A. pertain to regulation under the New York Insurance Law, or regulations issued by the Insurance Department of the State of New York pursuant thereto, applying to insurers doing insurance business, or issuance, delivery or procurement of policies of insurance, within the State of New York or as respects risks or insureds situated in the State of New York;
- B. pertain to choice of law and result in the selection of any substantive law other than New York; or
- C. are inconsistent with any of the Ironshore Insurance Ltd Terms and Conditions.

<u>provided</u>, <u>however</u>, that the provisions, stipulations, exclusions and conditions of this Policy are to be construed in an evenhanded fashion as between the Insured and Ironshore Insurance Ltd. Without limitation, where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issues shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions (without regard to authorship of the language, without reference to the reasonable expectations of one party only and without any presumption or arbitrary interpretation or construction in favor of either the Insured or Ironshore Insurance Ltd and without reference to parol or other extrinsic evidence).

JRNS-0002 11/2007

OFFICE OF FOREIGN ASSETS CONTROL NOTICE

Payment of loss under this policy shall only be made in full compliance with all United States economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

IRNS-0007 05/2010





SECURITY DETAILS

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07 LMA3333





SECURITY DETAILS

ORDER HEREON:

7.50% of 100%

BASIS OF WRITTEN

LINES:

Percentage of Whole

SIGNING

PROVISIONS:

Without Disproportionate Signing

In the event that the written lines hereon exceed 100% of the order, any lines written "To Stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.





SCHEDULE OF PARTICIPANTS		
UMR B1230AP00745E17		
Insured Manatee County Board of County Commissioners		
Date From 01-June-2017 to 01-June-2018		

7.50% of 100%

Market Signed Line Insurer

OSC 7.5000% Ironshore

Insurance Ltd.

7.5000%



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

AmWINS Brokerage of Florida, Inc.

1227 South Patrick Drive Suite 101 Satellite Beach, FL 32937

T 321.872.7631

amwins.com

FL License #3399

POLICY PREMIUM SUMMARY

Attached to and forming part of Policy Number: B1230AP00745E17

Named Insured: Manatee County Board of

County Commissioners

Policy Number:

B1230AP00745E17

Coverage: Property

World Risk Management

Carrier: Ironshore Insurance Ltd.

ment **Policy Period**: 06/01/2017 - 06/01/2018

Policy Premium: Fees:

Agency:

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH

\$32,423.00 \$1,301.00

Total: LOSSES, WHICH MAY

\$33,724.00

OUT-OF-POCKET EXPENSES TO YOU.

IMPORTANT NOTICE: THE NONADMITTED & REINSURANCE REFORM ACT (NRRA) 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		\$4.00
Insureds)		
Federal Excise Taxes		\$1,297.00
	Total	\$1,301.00
Total Fees		\$1,301.00

Surplus Lines Agent's Name: <u>James Ayers Compton</u>		
Surplus Lines Agent's Address: 302 Knight Run Av. St. 1240		
Tampa, FL 33602		
Surplus Lines Agent's License #: A052540		
Producing Agent's Name: World Risk Management		
Producing Agent's Address: 20 North Orange Ave, #500		
Orlando, FL 32801		
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: \$32,423 Tax: \$1,297 Service Fee: exempt EMPA Surcharge: \$4 Broker Fee: \$0 Inspection Fee: \$0 Policy Fee: \$0		
Surplus Lines Agent's Countersignature:		