

Amwins Insurance Brokerage, LLC 3630 Peachtree Rd. NE Suite 1700 Atlanta, GA 30326

amwins.com

PROPERTY CONFIRMATION OF COVERAGE

In accordance with your instructions to bind, please find the attached Binder for The Castle Council, Inc. dba Sea Castle which confirms that coverage is bound for your client as noted below.

The attached Binder from the carrier sets forth the coverage as bound. Please review carefully with your client to ensure the bound coverage matches the terms and conditions of the bind order. It is your responsibility to ensure the bound terms and conditions are accurate and consistent with the agreed bind order terms.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier. Thank you for your business. We truly appreciate it.

| | Total | \$291,156.50 | |
|-------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------------|--|
| POLICY PREMIUM: | Premium TRIA Fees Surplus Lines Taxes and Fees | \$275,000.00 Not Applicable \$2,250.00 \$13,906.50 | |
| PARTICIPATION AND ATTACHMENT: | \$20,416,745 Primary | | |
| POLICY PERIOD: | From 4/19/2024 to 4/19/2025 12:01 A.M. Standard Time as outlined in the attached binder | | |
| POLICY NUMBER | MULTIPLE | | |
| CARRIER: | Multiple – See Participation Schedule Below | | |
| MAILING ADDRESS: | 939 Floramar Terrace New Port Richey, FL 34652 | | |
| INSURED: | The Castle Council, Inc. dba Sea Castle | | |
| DATE OF ISSUANCE: | April 24, 2024 | | |

| Carrier | NAIC # | Policy Number | Premium | Fees | Surplus Lines Tax | Stamping Fee | Assessments |
|--------------------------------------------|-----------|---------------|-------------|----------|----------------------|-----------------|-------------|
| GuideOne National Insurance Company | 14167 | 553000270 | \$80,093.00 | \$655.31 | \$3,988.96 | \$48.44 | \$4.00 |
| Certain Underwriters at Lloyd's, London | AA1122000 | BAW00237 | \$34,579.00 | \$282.92 | \$1,722.18 | \$20.92 | \$4.00 |
| Certain Underwriters at Lloyd's, London | AA1122000 | TRW00125 | \$3,557.00 | \$29.10 | \$177.15 | \$2.15 | \$4.00 |
| HDI Global Specialty SE | AA1340041 | HDW001447 | \$12,755.00 | \$104.36 | \$635.25 | \$7.72 | \$4.00 |
| Certain Underwriters at Lloyd's, London | AA1122000 | QBW00258 | \$5,102.00 | \$41.74 | \$254.10 | \$3.09 | \$4.00 |
| Certain Underwriters at Lloyd's, London | AA1122000 | RRW00263 | \$76,311.00 | \$624.36 | \$3,800.61 | \$46.16 | \$4.00 |
| Summit Specialty Insurance Company | 16889 | SAA00011 | \$5,127.00 | \$41.95 | \$255.35 | \$3.10 | \$4.00 |
| Summit Specialty Insurance Company | 16889 | SMW001734 | \$24,407.00 | \$199.69 | \$1,215.57 | \$14.76 | \$4.00 |
| Certain Underwriters at Lloyd's, London | AA1122000 | XLW00254 | \$11,337.00 | \$92.76 | \$564.63 | \$6.86 | \$4.00 |

| Certain Underwriters at Lloyd's, London | AA1122000 | TEB00227 | | \$887.00 | \$7.26 | \$44.18 | \$0.54 | \$4.00 |
|-----------------------------------------|-----------|-----------|------|--------------|------------|-------------|----------|---------|
| Summit Specialty Insurance Company | 16889 | ARW000038 | | \$20,845.00 | \$170.55 | \$1,038.17 | \$12.61 | \$4.00 |
| <u> </u> | | Т | otal | \$275,000.00 | \$2,250.00 | \$13,696.15 | \$166.35 | \$44.00 |

COMMISSION:

10.000% of premium excluding fees and taxes

SURPLUS LINES TAXES / FEES SUMMARY

Your office is responsible for the collection of surplus lines taxes and Amwins Insurance Brokerage, LLC is responsible for surplus lines tax filings. Please be advised that upon binding coverage on an account that we sometimes are unable to obtain the dollar amounts of taxes and/or fees until the policy(ies) are actually issued.

We are notifying you that your office is responsible for advising your client(s) of possible taxes and/or fees being invoiced at a later date and the collection and payment of these taxes to Amwins Insurance Brokerage, LLC. We will take the necessary steps to avoid this inconvenience, however sometimes these things are out of our control.

HOME STATE:

Florida

COMPLIANCE REQUIREMENTS: FLORIDA

- Agent and Agency must hold a valid Florida Insurance License.
- Agent agrees that they will complete and return to our office, AT BINDING, a copy of the executed Florida Form DI4-1153 - Statement of Diligent Effort required for habitational/residential risks only.
- Diligent Effort form is NOT required if insured qualifies as an Exempt Commercial Purchaser (ECP). However, insured must confirm in writing by completing and returning the ECP Checklist.
- The Surplus Lines Disclosure form applicable to all other risks is a responsibility of the retail agent. AmWINS does not require a copy of the disclosure.

FEES:

| Fee | Taxable | Amount |
|-------------------------|---------|------------|
| CAT Market Modeling Fee | Yes | \$1,500.00 |
| Market Inspection Fee | Yes | \$750.00 |
| Total Fees | | \$2,250.00 |

Important Notice: Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines 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.

SURPLUS LINES DISCLOSURE

<u>Florida</u>

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

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.

| Surplus Lines Licensee: | Producing Agent: | |
|-------------------------|------------------|---|
| Name: | Name: | |
| Address: | Address: | _ |
| License No.: | | _ |
| Signature: | | |



COMMERCIAL PROPERTY PROPOSAL

(BINDER)

April 19, 2024

Thank you for choosing Catalytic Risk Managers, a premier general agency specializing in catastrophe risk. We are a communicative organization that actively develops positive relationships and delivers efficient customer service. We strive to provide a positive experience to all who work with us.

Named Insured

The Castle Council, Inc. 939 Floramar Terrace New Port Richey, FL 34652

| Surplus Lines Agent's Name: <u>Tomas Tio</u> Surplus Lines Agent's Address: <u>3630 Peachtree Road NE St. 1700</u> Atlanta, GA 30326 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Surplus Lines Agent's License #: E042340 |
| Producing Agent's Name: <u>Sixto Guerrero</u> |
| Producing Agent's Address: 2502 N. Rocky Point Drive Suite 400 |
| Tampa FL 33607 |
| 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: \$275,000.00 Tax: \$13,696.15 Service Fee: \$166.35 |
| EMPA Surcharge: <u>\$44.00</u> Broker Fee: |
| Inspection Fee: Policy Fee: |
| Surplus Lines Agent's Countersignature: |

Claims Reporting Catalytic Claims Services 350 10th Avenue, Suite 1450 San Diego, CA 92101 Claims@catalyticrisk.com Inspections Catalytic Risk Managers 350 10th Avenue, Suite 1450 San Diego, CA 92101 Field Inspectors South Florida Inspections (SFI) SCI Inspections National Safety & Risk, Inc.

CHICAGO 20 North Wacker Drive, Ste. 3121 Chicago, IL 60606 00+1 (847) 864-9999 License No. 100689362 DENVER 908 Main Street, Ste. 310 Louisville, CO 80027-1897 00+1 (303) 551-1549 License No. 510817 SAN DIEGO 350 10th Avenue, Ste. 1450 San Diego, CA 92101 00+1 (619) 659-7166 License No. 0167798

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NOTICE TO BROKER

This Binder is issued by Catalytic Risk Managers & Insurance Agency, LLC without any liability as an insurer.

The Terms and Conditions of this Binder may not match the specifications submitted for considerations. Please read the binder carefully and compare It against your specifications.

The Insurer(s) providing the coverage bound herein may be a non-admitted carrier and therefore not protected by State Guarantee Funds.

Named Insured: The Castle Council, Inc.

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BINDER

| Date: 4/19/2 | 024 | | | THIS BINDER IS VALID FO | |
|-----------------|------------------------------|--------------------------------|----------------------------|-------------------------------------------------------|--------------------|
| Contract Nur | mber: CTW007388 | | | THIS BINDER IS VALID FOR | 30 DATS |
| Expiring Polic | cy: New | | | | |
| - | | | | <u>Premium</u> : | |
| | | | | Property: | \$275,000 |
| Policy Term: | | | | | |
| Effect | tive Date: 4/19/2024 | Expiration Da | ate: 4/19/2025 | <u>Fees:</u> | |
| | | | | Catastrophe: | \$1,500 |
| Catalytic Capa | acity Utilization:* | | | Inspection: | \$750 |
| Layer | Limit: | Part Of: | Excess Of: | Total Premium & Fees: | \$277 <i>,</i> 250 |
| AOP | \$20,416,745 | \$20,416,745 | \$0 | | |
| Wind | \$20,416,745 | \$20,416,745 | \$0 | Additional Products Premi | <u>um</u> : |
| | | | | | 2 |
| | | | | Any Applicable Taxes & | |
| | | | | The broker is required to file taxes and fees for ALL | |
| | | | | Control Number: 4761015 | |
| | | | | | |
| | Effective from 12:01 AM Stan | idard Time at the Insured's Co | overed Location | | |
| *The limits for | Flood and Earthquake (if off | ered) are per occurrence and | in the policy term aggrega | ite. | |
| Insurer | | | Limit | | |

| Limit | |
|--------------|------------------------------------------------------------------------------------------------------------------|
| | |
| \$950,012 | |
| \$5,965,511 | |
| \$3,752,425 | |
| \$9,748,797 | |
| | |
| \$950,012 | |
| \$5,965,511 | |
| \$3,752,425 | |
| \$9,748,797 | |
| | |
| \$20,416,745 | |
| | \$950,012 \$5,965,511 \$3,752,425 \$9,748,797 \$950,012 \$5,965,511 \$3,752,425 \$9,748,797 |

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| | Policy Details |
|-----------------------|-----------------------------------------------------------------------------------------------|
| Perils: | Special Causes of Loss Excluding Earthquake and Flood |
| Losses: | Subject to the receipt of a full 5 years of hard copy loss runs, subject to favorable history |
| Situate: | Per Schedule of Values on file with Insurer(s) |
| Occupancy: | Condominium |
| Total Insured Values: | \$20,416,745 |

Section I – Coverages and Limits of Insurance

A. The coverage territory is the United States of America.

B. Limit of Liability - Per Catalytic capacity utilization shown above on this quotation.

C. Occurrence Limit of Insurance –72 hours

| | S | ection II – Sublimits of Ins | urance |
|----|------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Α. | Accounts Receivable | NOT COVERED | See Accounts Receivable Coverage Extension attached to policy. |
| В. | Business Personal Property Temporarily in Portable Storage Units | \$10,000 | |
| C. | Debris Removal Additional Expense | \$25,000 | |
| D. | Earthquake, Earthquake Sprinkler Leakage & Volcanic Eruption | NOT COVERED | Limit is policy term aggregate . See Earthquake, Earthquake Sprinkler Leakage & Volcanic Eruption Coverage Endorsement attached to policy. |
| Ε. | Electronic Data and Media | \$2,500 | coverage Endorsement attached to policy. |
| F. | Errors and Omissions | \$5,000 | |
| G. | Expediting Expense | \$5,000 | |
| н. | Fine Arts | NOT COVERED | |
| ١. | Fire Department Service Charge | \$25,000 | |
| J. | Fire Extinguishing Recharge | \$5,000 | |
| к. | Flood | NOT COVERED | Limit is policy term aggregate . See Flood Coverage |
| L. | Incidental Additions and Renovations | \$100,000 | Endorsement attached to policy. |
| M. | Increased Cost of Construction | See CAT3015 | |
| N. | Fungus | NOT COVERED | Limit is policy term aggregate. |
| О. | Limited Pollution | \$25,000 | |
| | | | |

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| Ρ. | Lost (Or Theft Of) Key Consequential Loss / Lock Replacement | | \$5,000 | |
|-----|---------------------------------------------------------------------------|------------|-------------|-------------------------------------------------------------------------------------------|
| Q. | Newly Acquired or Constructed Property - Building | | \$250,000 | |
| R. | Newly Acquired or Constructed Property - Business Personal Property | | \$100,000 | |
| S. | Non-Owned Detached Trailers | | \$5,000 | |
| т. | Personal Effects and Property of Others | | \$2,500 | |
| U. | Preservation of Property 3 | 0 days and | \$25,000 | |
| V. | Property in Transit | | NOT COVERED | |
| w. | Property Off-Premises | | \$10,000 | |
| х. | Reward Reimbursement | | NOT COVERED | |
| Υ. | Sewer Back Up | | NOT COVERED | |
| Z. | Sinkhole | | NOT COVERED | See Florida or All Other States Sinkhole Loss Coverage Endorsement attached to policy. |
| AA. | Valuable Papers and Records | | \$2,500 | See Valuable Papers and Records Coverage Extension attached to policy. |
| BB. | Wind Driven Rain | | \$100,000 | See Wind Driven Rain Endorsement attached to policy. |

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| Section III – Policy Deductibles |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Named Windstorm: |
| Deductible applies on a calendar year basis if box is checked (See CAT7072) Deductible applies on an annual aggregate basis if box is checked (see CAT7118) |
| 5% of total insured values as stated on the latest Statement of Values on file with Insurer(s) per occurrence per building, subject to a minimum of N/A per occurrence. |
| Xper location, subject to a minimum of \$100,000 per occurrence.per total insured values, subject to a minimum N/A per occurrence. |
| The Named Windstorm Deductible, as shown above, applies to covered loss or damage to covered property by a named windstorm, regardless of any other cause or event that contributes concurrently or in any consequence to the damage or loss. |
| Hurricane: Deductible applies on a calendar year basis if box is checked (See CAT7073) Deductible applies on an annual aggregate basis if box is checked (see CAT7117) |
| N/A of total insured values as stated on the latest Statement of Values on file with Insurer(s) per occurrence per building, subject to a minimum of N/A per occurrence. per location, subject to a minimum of N/A per occurrence. per total insured values, subject to a minimum N/A per occurrence. |
| The Hurricane Deductible, as shown above, applies to covered loss or damage to covered property by a hurricane , regardless of any other cause or event that contributes concurrently or in any consequence to the damage or loss. |
| Windstorm: \$100,000 per occurrence, or N/A of total insured values as stated on the latest Statement of Values on file with Insurer(s) per occurrence per building, subject to a minimum of N/A per occurrence. per location, subject to a minimum of N/A per occurrence. per total insured values, subject to a minimum N/A per occurrence. |
| The Windstorm Deductible, as shown above, applies to covered loss or damage to Covered Property by non- named windstorm , regardless of any other cause or event that contributes concurrently or in any consequence to the damage or loss. |
| Wind Driven Rain: |
| N/A, or 5% of total insured values as stated on the latest Statement of Values on file with Insurer(s) per occurrence per building, subject to a minimum of N/A per occurrence. X per location, subject to a minimum of \$100,000 per occurrence. per total insured values, subject to a minimum N/A per occurrence. |
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| |

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| <u>Hood:</u> |
|-------------------------------------------------------------------------------------------------------------------------------------|
| N/A per occurrence, or |
| N/A of total insured values as stated on the latest Statement of Values on file with insurer(s) per occurrence |
| per building, subject to a minimum of N/A per occurrence. |
| per location, subject to a minimum of N/A per occurrence. |
| per total insured values, subject to a minimum N/A per occurrence. |
| |
| N/A, except the deductible shall be equivalent to the maximum available National Flood Insurance Program (NFIP) limits for the real |
| or personal property at each building, whether or not such coverage is purchased or maintained, and whether or not the real or |
| personal property at each building is covered per the terms and conditions of the National Flood Insurance Program. |
| personal property at each building is covered per the terms and conditions of the National riood insurance Program. |
| |
| Earthquake, Earthquake Sprinkler Leakage, and Volcanic Eruption: |
| N/A per occurrence, or |
| N/A of total insured values as stated on the latest Statement of Values on file with insurer(s) per occurrence |
| per building, subject to a minimum of N/A per occurrence. |
| per location, subject to a minimum of N/A per occurrence. |
| per total insured values, as contained in the Statement of Values on file with the Company, subject to a minimum |
| |
| N/A per occurrence. |
| Water Damage: |
| |
| \$100,000 per occurrence. |
| All Other Perils: |
| \$25,000 per occurrence. |

Section IV – Covered Causes of Loss

This policy insures against the risks of direct physical loss or damage to covered property caused by a covered cause of loss occurring during the policy period, described in the causes of loss form attached to this policy, except as excluded.

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Building(s) Ordinance or Law

Section VI – Valuation

Replacement Cost

Section VII – Optional Coverages

See Section II Sublimits of Insurance.

Section VIII – Policy Conditions

Cancellation: 60 days Coinsurance: NIL

Hurricane season effective date (June 1 - November 30th) - See Hurricane Minimum Earned Premium Endorsement CAT7147, attached to this policy for hurricane minimum earned premium.

Effective dates outside of hurricane season – 35% minimum earned premium.

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Proposal Conditions

Acceptable inspection. Inspection contact name and phone number required at time of binding.

Buildings with EIFS cladding are excluded.

Catalytic will issue its own forms, including our mandatory endorsements as applicable. We will issue our form within 30 days of binding if not earlier.

Completed Surplus Lines Tax Affidavit at binding.

Coverage will not respond to any Named Storm at the time of binding.

Equipment Breakdown Coverage purchase is required and is included in the property premium.

Signed and dated Flood Acknowledgement at binding.

Signed and dated Statement of Values (SOV) is required at time of binding. (If single location, Acord 140 can be provided instead). Signed and dated TRIA acceptance or rejection letter at binding.

Submittal, review and acceptance of currently valued hard copy loss runs for last 5 years.

The insured is not in foreclosure, repossession or bankruptcy or has not filed for bankruptcy at policy inception.

This policy will exclude any loss or damage directly or indirectly caused by, resulting from or contributed to by any pre-existing damage to any covered property.

This quotation has been issued in part by relying on the information and specifications provided in the account submission. A material change of or a misrepresentation in the submission information and specifications may void this quotation. Validation of roof update(s) by inspection. Inspection will be ordered by Insurer.

Warrant occupancy of 31% or greater per Section IX – Conditions; Item BB. Vacancy, of the Diamond Commercial Property Form (CATDIAMOND) or Section VIII – Conditions; Item BB. Vacancy of the Diamond Condominium Association Form (CATDIAMONDCONDO).

Additional Policy Conditions

All Risk coverage is excluded for locations in public protection classes 8, 9, 10.

Coverage is subject to no more than 10% HUD/subsidized/Section 8 tenants.

Insured warrants no outstanding claims litigation nor outstanding public adjuster open claims.

Insurer(s) shall not be liable for more than the proportional share of the sublimit amounts offered by this policy in any one occurrence.

Loss due to damage from barbeque grills, hibachi grills or other similar open flame cooking devices is excluded. It is further warranted that there are no barbeque grills, hibachi grills or other similar open flame cooking devices within 10 feet of a covered property.

Newly Acquired Location(s) must be submitted for prior approval.

No clean room exposures.

Seawalls, bulkheads and retaining walls are excluded from coverage.

Spray polyurethane foam roofs are excluded from coverage as is any resulting loss or damage directly caused by the presence or failure of any spray polyurethane foam roof.

Stock and resulting business income loss are excluded.

This policy excludes any loss or damage directly or indirectly caused by the use of Federal Pacific Stab-Lok electrical panels or aluminum wiring in any and all secondary switches such as electrical outlets or ceiling fans.

Vacant buildings are excluded from coverage.

Vehicles and resulting business income loss are excluded

Optional Endorsement Details

Additional Conditions Endorsement Ordinance or Law Coverage - Sublimits Protective Safeguards Sinkhole Exclusion and Provision for CGCC Endorsement

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Wind Deductible Buy Back Option(s)

N/A Premium: N/A

Remarks

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| Coverage Forms | | | |
|----------------------------------------------------------------------------------------|--|--|--|
| CAT7135 - Wind Subscription Policy Cover Page | | | |
| CAT-OFAC - U.S. Treasury Notice OFAC | | | |
| CAT-FL - Florida Notices | | | |
| CAT8011 - Claims Handling Notice | | | |
| CAT3023 - U.S. Terrorism Risk Insurance Act of 2002 Not Purchased Clause | | | |
| CAT3024 - Terrorism Exclusion Endorsement | | | |
| CAT3050 - Declarations Page | | | |
| CAT3045 - Subscription Participation Page | | | |
| CATAMEND-GO - GuideOne National Insurance Company Amendatory Endorsement | | | |
| CATAMEND-HDI - HDI Amendatory Endorsement | | | |
| CATAMEND-SUM - Summit Specialty Insurance Company Amendatory Endorsement | | | |
| CATAMEND-L - Underwriters at Lloyd's Amendatory Endorsement | | | |
| CAT3044 - Schedule of Forms | | | |
| CAT3002 - Absolute Fungus Microorganisms Mold or Spores Exclusion | | | |
| CAT7141 - Asbestos Endorsement | | | |
| CAT8002 - Electronic Date Recognition Exclusion EDRE | | | |
| CAT8003 - Exclusion of Certain Computer Related Losses | | | |
| CAT3037 - Exclusion of Loss Due to Virus or Bacteria | | | |
| CAT7145 - Exterior Cosmetic Damage Exclusion | | | |
| CAT8001 - Nuclear Biological Exclusion | | | |
| CAT3018 - Pre-Existing Damage Exclusion | | | |
| CAT8000 - Property Cyber and Data Exclusion | | | |
| CAT3032 - Seepage and or Pollution and or Contamination Exclusion | | | |
| CAT7053 - Toxic Drywall Exclusion | | | |
| CAT3020 - Toxic Materials Exclusion | | | |
| CAT8009 - War and Civil War Exclusion | | | |
| CATDIAMONDCONDO - Diamond Condominium Association Form | | | |
| CAT3003 - Additional Conditions Endorsement | | | |
| CAT7044 - Causes of Loss - Special Form | | | |
| CAT7147 - Hurricane Minimum Earned Premium Endorsement | | | |
| CAT3003 - Additional Conditions Endorsement | | | |
| CAT7144 - Florida Changes - Mediation or Appraisal | | | |
| CAT7125 - Florida Changes - Residential Condominium Associations | | | |
| CAT3009 - Joint or Disputed Loss Agreement | | | |
| CAT3015 - Ordinance or Law Coverage - Sublimits | | | |
| CAT7128 - Protective Safeguards | | | |
| CAT7081 - Sinkhole Loss Exclusion and Provision for Catastrophic Ground Cover Collapse | | | |
| CAT7075 - Valuable Papers and Records Coverage Extension | | | |
| CAT7088 - Wind Driven Rain Endorsement | | | |
| CAT7085 - Equipment Breakdown Coverage Declarations | | | |
| CAT7121 - Equipment Breakdown Participation Page | | | |
| CAT7086 - Equipment Breakdown Coverage Form | | | |
| | | | |

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Equipment Breakdown Coverage

Deductible

\$25,000 Equipment Breakdown per occurrence

| Equipment Breakdown Sublimits | | | | |
|-----------------------------------------------|------------------|--|--|--|
| Equipment Breakdown | Limits/Sublimits | | | |
| Total Limit per Breakdown | \$20,416,745 | | | |
| Property Damage | \$20,416,745 | | | |
| Business Income/Extra Expense | Not Covered | | | |
| Data Restoration | \$25,000 | | | |
| Expediting Expenses | \$25,000 | | | |
| Hazardous Substances | \$25,000 | | | |
| Perishable Goods | \$25,000 | | | |
| Demolition and Increased Cost of Construction | \$25,000 | | | |
| Service Interruption | Not Covered | | | |

| Insurer(s) | Policy Number | Limit | Premium |
|----------------------------------------------------------------------|---------------|--------------|---------|
| Equipment Breakdown Underwriters at Lloyd's, London (A XV) | TEB00227 | \$20,416,745 | \$887 |

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Policyholder Disclosure Notice of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

| I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism. |

Policyholder / Applicant's Signature

Date

Print Name

CTW007388

Policy / Quote Number

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FLOOD ACKNOWLEDGMENT

It is hereby understood and agreed that if the policy excludes Flood, the following shall apply:

Flood Exclusion Acknowledgment

I understand the policy issued by Catalytic Risk Managers & Insurance Agency, LLC does NOT provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flooding, including flooding and/or storm surge from windstorm events, obtain Flood Coverage.

I also understand that execution of this form does NOT relieve me of any obligations that I may have to my mortgagees or lenders to purchase Flood insurance.

It is hereby understood and agreed that if the policy includes Flood, the following shall apply:

Flood Coverage

I understand the policy issued by Catalytic Risk Managers & Insurance Agency, LLC does provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events, will be subject to the Flood limit or sublimit stated elsewhere in the policy.

You must acknowledge whether flood is included or excluded by signing this form and returning this form to your insurance agent. No policy will be issued without the required acknowledgement and the return of this document.

 I hereby acknowledge that flood coverage is provided.

 X
 I hereby acknowledge that flood coverage is excluded.

You must acknowledge whether flood is included or excluded by signing this form and returning this form to your insurance agent. No policy will be issued without the required acknowledgement and the return of this document.

Named Insured: The Castle Council, Inc.

Contract#:

CTW007388

Policyholder / Applicant's Signature

Print Name

Date CTW007388

Policy / Quote Number

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SCHEDULE OF INSURERS

| Peril | Insurer \ Binding Authority | Policy Number | Limit | Part Of | Excess of |
|------------------------|---------------------------------------------------------------------------|-------------------------------|--------------|--------------|-----------|
| All Risk | HDI Global Specialty SE / Binding Authority # B0429BA2306845 Section 1 | HDW001447 | \$950,012 | \$20,416,745 | \$0 |
| All Risk | GuideOne National Insurance Company | 553000270 | \$5,965,511 | \$20,416,745 | \$0 |
| All Risk | Summit Specialty Insurance Company | SMW001734 | \$1,817,922 | \$20,416,745 | \$0 |
| All Risk | Summit Specialty Insurance Company | SAA000011 | \$1,934,503 | \$20,416,745 | \$0 |
| All Risk | Lloyd's UMR # / Binding Authority # B0429BA2304657 Section 2 | TRW00125 | \$264,920 | \$20,416,745 | \$0 |
| All Risk | Lloyd's UMR # / Binding Authority # B2429BW2402280 Section 3 | QBW00258 | \$380,005 | \$20,416,745 | \$0 |
| All Risk | Lloyd's UMR # / Binding Authority # B2429BW2403201 Section 1 | XLW00254 | \$844,455 | \$20,416,745 | \$0 |
| All Risk | Lloyd's UMR # / Binding Authority # B0429BA2204667 Section 1 | BAW00237 | \$2,575,587 | \$20,416,745 | \$0 |
| All Risk | Lloyd's UMR # / Binding Authority # B1868HT2400296 | RRW00263 | \$5,683,830 | \$20,416,745 | \$0 |
| | | All Risk Total Limit: | \$20,416,745 | | |
| Wind | HDI Global Specialty SE / Binding Authority # B0429BA2306845 Section 1 | HDW001447 | \$950,012 | \$20,416,745 | \$0 |
| Wind | GuideOne National Insurance Company | 553000270 | \$5,965,511 | \$20,416,745 | \$0 |
| Wind | Summit Specialty Insurance Company | SMW001734 | \$1,817,922 | \$20,416,745 | \$0 |
| Wind | Summit Specialty Insurance Company | ARW000038 | \$1,934,503 | \$20,416,745 | \$0 |
| Wind | Lloyd's UMR # / Binding Authority # B0429BA2304657 Section 2 | TRW00125 | \$264,920 | \$20,416,745 | \$0 |
| Wind | Lloyd's UMR # / Binding Authority # B2429BW2402280 Section 3 | QBW00258 | \$380,005 | \$20,416,745 | \$0 |
| Wind | Lloyd's UMR # / Binding Authority # B2429BW2403201 Section 1 | XLW00254 | \$844,455 | \$20,416,745 | \$0 |
| Wind | Lloyd's UMR # / Binding Authority # B0429BA2204667 Section 1 | BAW00237 | \$2,575,587 | \$20,416,745 | \$0 |
| Wind | Lloyd's UMR # / Binding Authority # B1868HT2400296 | RRW00263 | \$5,683,830 | \$20,416,745 | \$0 |
| | | Wind Total Limit: | \$20,416,745 | | |
| Equipment Breakdown | Lloyd's UMR # / Binding Authority # B0429BA2304657 Section 1 | TEB00227 | \$20,416,745 | \$20,416,745 | \$0 |
| | | Equipment Breakdown Limit: | \$20,416,745 | | |

This Insurance is effected with certain Insurance companies. (hereinafter called the "Insurers")

CHICAGO 20 North Wacker Drive, Ste. 3121908 Main Street, Ste. 310350 10th Avenue, Ste. 1450Chicago, IL 60606Louisville, CO 80027-1897San Diego, CA 92101 Chicago, IL 60606 00+1 (847) 864-9999 License No. 100689362

DENVER 00+1 (303) 551-1549 License No. 510817

SAN DIEGO 00+1 (619) 659-7166 License No. 0l67798



The liability of each insurer on this contract with the insured is limited to the participation amount shown in the schedule above. The liability of each insurer for any loss or losses or amounts payable is several as to each insurer joint liability of any insurer pursuant to this contract. An insurer shall not have its liability hereunder increased or decreased by reason of failure or delay of another insurer, its successors, assigns or legal representatives. This contract shall be construed as a separate contract between the insured and each of the insurers.

In witness whereof, the following company(ies) and/or underwriters execute and attest these presents, and subscribe for the amounts of the insurance provided hereunder as shown.

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SURPLUS LINE TAX FILING TABLE

| Insurer/Binding Authority | Policy | Limit | Part Of | Excess Of | Premium Allocation | Fee Allocation | Total Premium + Fees |
|---------------------------------------------------------------------------|-----------|------------------------------|--------------|-----------|--------------------|-------------------|-------------------------|
| GuideOne National Insurance Company | 553000270 | \$5,965,511 | \$20,416,745 | \$0 | \$15,812 | \$118.42 | \$15,930.42 |
| Lloyd's UMR # / Binding Authority # B0429BA2204667 Section 1 | BAW00237 | \$2,575,587 | \$20,416,745 | \$0 | \$6,826 | \$118.42 | \$6,944.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | BRT 2987 | \$2,987 | 65.0000% | \$4,437 | | |
| | | Kii 1618 | \$1,618 | 35.0000% | \$2,389 | | |
| Lloyd's UMR # / Binding Authority # B0429BA2304657 Section 2 | TRW00125 | \$264,920 | \$20,416,745 | \$0 | \$702 | \$118.42 | \$820.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | TRV 5000 | \$5,000 | 100.0000% | \$702 | | |
| HDI Global Specialty SE / Binding Authority # B0429BA2306845 Section 1 | HDW001447 | \$950,012 | \$20,416,745 | \$0 | \$2,518 | \$118.42 | \$2,636.42 |
| Lloyd's UMR # / Binding Authority # B2429BW2402280 Section 3 | QBW00258 | \$380,005 | \$20,416,745 | \$0 | \$1,007 | \$118.42 | \$1,125.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | QBE 1886 | \$1,886 | 100.0000% | \$1,007 | | |
| Lloyd's UMR # / Binding Authority # B1868HT2400296 | RRW00263 | \$5,683,830 | \$20,416,745 | \$0 | \$15,065 | \$118.42 | \$15,183.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | RNR 1458 | \$1,458 | 100.0000% | \$15,065 | | |
| Summit Specialty Insurance Company | SAA000011 | \$1,934,503 | \$20,416,745 | \$0 | \$5,127 | \$118.42 | \$5,245.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | Summit Specialty (SAA) | SAA | 100.0000% | \$5,127 | | |
| Summit Specialty Insurance Company | SMW001734 | \$1,817,922 | \$20,416,745 | \$0 | \$4,818 | \$118.42 | \$4,936.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | Summit Specialty (SMW) | SMW | 100.0000% | \$4,818 | | |
| Lloyd's UMR # / Binding Authority # B2429BW2403201 Section 1 | XLW00254 | \$844,455 | \$20,416,745 | \$0 | \$2,238 | \$118.42 | \$2,356.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | AXL 2003 | \$2,003 | 55.0000% | \$1,231 | | |
| | | MRS 457 | \$457 | 45.0000% | \$1,007 | | |
| loyd's UMR # / Binding Authority # 30429BA2304657 Section 1 | TEB00227 | \$20,416,745 | \$20,416,745 | \$0 | \$887 | \$118.42 | \$1,005.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | TRV 5000 | \$5,000 | 100.0000% | \$887 | | |
| GuideOne National Insurance Company | 553000270 | \$5,965,511 | \$20,416,745 | \$0 | \$64,281 | \$118.42 | \$64,399.42 |
| Lloyd's UMR # / Binding Authority # B0429BA2204667 Section 1 | BAW00237 | \$2,575,587 | \$20,416,745 | \$0 | \$27,753 | \$118.42 | \$27,871.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | BRT 2987 | \$2,987 | 65.0000% | \$18,039 | | |
| | | Kii 1618 | \$1,618 | 35.0000% | \$9,714 | | |
| Lloyd's UMR # / Binding Authority # B0429BA2304657 Section 2 | TRW00125 | \$264,920 | \$20,416,745 | \$0 | \$2,855 | \$118.42 | \$2,973.42 |
| | | | | | | | |

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Catalytic

| | | Syndicate | ID | Share | SLA Taxes | | |
|---------------------------------------------------------------------------------------------|-----------|------------------------------|--------------|-----------|-----------|----------|-------------|
| | | TRV 5000 | \$5,000 | 100.0000% | \$2,855 | | |
| HDI Global Specialty SE / Binding Authority # B0429BA2306845 Section 1 | HDW001447 | \$950,012 | \$20,416,745 | \$0 | \$10,237 | \$118.42 | \$10,355.42 |
| Lloyd's UMR # / Binding Authority # B2429BW2402280 Section 3 | QBW00258 | \$380,005 | \$20,416,745 | \$0 | \$4,095 | \$118.42 | \$4,213.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | QBE 1886 | \$1,886 | 100.0000% | \$4,095 | | |
| Lloyd's UMR # / Binding Authority # B1868HT2400296 | RRW00263 | \$5,683,830 | \$20,416,745 | \$0 | \$61,246 | \$118.42 | \$61,364.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | RNR 1458 | \$1,458 | 100.0000% | \$61,246 | | |
| Summit Specialty Insurance Company | ARW000038 | \$1,934,503 | \$20,416,745 | \$0 | \$20,845 | \$118.42 | \$20,963.42 |
| | | Syndicate | ID | Share | SLA Taxes | | . , |
| | | Summit Specialty (ARW) | ARW | 100.0000% | \$20,845 | | |
| Summit Specialty Insurance Company | SMW001734 | \$1,817,922 | \$20,416,745 | \$0 | \$19,589 | \$118.42 | \$19,707.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | Summit Specialty (SMW) | SMW | 100.0000% | \$19,589 | | |
| Lloyd's UMR # / Binding Authority # B2429BW2403201 Section 1 | XLW00254 | \$844,455 | \$20,416,745 | \$0 | \$9,099 | \$118.42 | \$9,217.42 |
| | | Syndicate | ID | Share | SLA Taxes | | |
| | | AXL 2003 | \$2,003 | 55.0000% | \$5,004 | | |
| | | MRS 457 | \$457 | 45.0000% | \$4,095 | | |
| Total HDI Global Specialty SE / Binding Authority # B0429BA2306845 Section 1 Premium: | | | | | \$12,755 | | |
| Total Lloyd's UMR # / Binding Authority # B0429BA2204667 Section 1 Premium: | | | | | \$34,579 | | |
| Total Lloyd's UMR # / Binding Authority # B0429BA2304657 Section 1 Premium: | | | | | \$887 | | |
| Total Lloyd's UMR # / Binding Authority # B0429BA2304657 Section 2 Premium: | | | | | \$3,557 | | |
| Total Lloyd's UMR # / Binding Authority # B1868HT2400296 Premium: | | | | | \$76,311 | | |
| Total Lloyd's UMR # / Binding Authority # B2429BW2402280 Section 3 Premium: | | | | | \$5,102 | | |
| Total Lloyd's UMR # / Binding Authority # B2429BW2403201 Section 1 Premium: | | | | | \$11,337 | | |
| Total GuideOne National Insurance | | | | | \$80,093 | | |
| Company Premium: | | | | | | | |

Amwins Insurance Brokerage, LLC is required to file surplus line taxes and fees for ALL states.

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HURRICANE MINIMUM EARNED PREMIUM ENDORSEMENT

It is hereby understood and agreed that the following hurricane minimum earned premium terms and conditions apply to this policy:

A. If the Insured cancels this policy, removes a location or reduces the amount of insurance on a location that coverage was in force at any time during the period of June 1st to November 30th, the amount of premium the Insurer(s) 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 shown on the most current Statement of Values on file with Insurer(s).

| | 1 Year Policy |
|--------------------------------|-----------------|
| Days Policy <u>In Force</u> | Unearned Factor |
| 1 to 180 | 20% |
| 181 to 210 | 15% |
| 211 to 240 | 10% |
| 241 to 270 | 7.5% |
| 271 to 300 | 5.0% |
| 301 to 330 | 2.5% |
| 331 to 365 | 0.0% |

- B. If a location is added during the term of the policy and coverage was in force at any time during the period of June 1st to November 30th, the rate will be calculated as 100% of the annual required rate, based on new location risk characteristics and model metrics, less the unearned factor as calculated in A. above based upon the number of days remaining in the policy term.
- C. The provisions of this endorsement replace any short rate provisions stipulated in this policy and where coverage was in force at any time during the period of June 1st to November 30th.

ADDITIONAL CONDITIONS ENDORSEMENT

It is hereby understood and agreed that the following additional conditions apply to this policy:

Subject to receipt of '22-'24 clean hard copy loss runs within 30 days of binding.

All Risk coverage is excluded for locations in public protection classes 8, 9, 10.

Coverage is subject to no more than 10% HUD/subsidized/Section 8 tenants.

Insured warrants no outstanding claims litigation nor outstanding public adjuster open claims.

Insurer(s) shall not be liable for more than the proportional share of the sublimit amounts offered by this policy in any one occurrence.

Loss due to damage from barbeque grills, hibachi grills or other similar open flame cooking devices is excluded. It is further warranted that there are no barbeque grills, hibachi grills or other similar open flame cooking devices within 10 feet of a covered property.

Newly Acquired Location(s) must be submitted for prior approval.

No clean room exposures.

Seawalls, bulkheads and retaining walls are excluded from coverage.

Spray polyure thane foam roofs are excluded from coverage as is any resulting loss or damage directly caused by the presence or failure of any spray polyure than foam roof.

Stock and resulting business income loss are excluded.

This policy excludes any loss or damage directly or indirectly caused by the use of Federal Pacific Stab-Lok electrical panels or aluminum wiring in any and all secondary switches such as electrical outlets or ceiling fans.

Vacant buildings are excluded from coverage.

Vehicles and resulting business income loss are excluded

EXTERIOR COSMETIC DAMAGE EXCLUSION

It is hereby understood and agreed that the following exclusion applies to the policy:

The following applies with respect to direct physical loss or damage from a **covered cause of loss** to a building or structure as shown on the latest Statement of Values on file with the Insurer(s).

Under this policy, the Insurer(s) will not pay for cosmetic damage to any exterior surface caused by a covered cause of loss.

As used in this endorsement, the following definitions apply:

Cosmetic damage means marring, pitting or other superficial damage that alters the appearance of the **exterior surface**, but such damage does not prevent the **exterior surface** from continuing to function as a barrier to entrance of the elements to the same extent as it did before the **cosmetic damage** occurred.

Exterior surface includes but is not limited to the shingles, tiles (including clay, concrete or any other type), cladding, metal or synthetic sheeting or similar materials covering any roof, and includes all materials used in securing any roof surface and all materials applied to or under any roof surface for moisture protection, as well as roof flashing, windows and window surfaces, doors, handrails and all exterior siding.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to any such loss, damage, cost, claim, or expense.

ORDINANCE OR LAW COVERAGE AND SUBLIMITS

SCHEDULE*

| Building No./ Premises No. | Coverage A | Coverage B Limit Of Insurance | Coverage C Limit Of Insurance | Coverage B And C Combined Limit Of Insurance | |
|-----------------------------------------|------------|----------------------------------|----------------------------------|-------------------------------------------------|--|
| Ali / Ali | X | \$0 | \$0 | \$1,000,000** | |
| * I I I I I I I I I I I I I I I I I I I | | | | | |

It is hereby understood and agreed that the following coverage is provided by this policy:

- A. Each Coverage Coverage A, Coverage B and Coverage C is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for that Coverage(s) in the Schedule.
- B. Application Of Coverage(s)

applicable.

The Coverage(s) provided by this endorsement apply only if both B.1. and B.2. are satisfied and are then subject to the qualifications set forth in B.3.

- 1. The ordinance or law:
 - a. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described **premises**; and
 - b. Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- 2. a. The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
 - b. The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
 - c. However if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

 In the situation described in B.2.b. above, the Insurer(s) will not pay the full amount of loss otherwise payable under the terms of Coverages A, B, and/or C of this endorsement. Instead, the Insurer(s) will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then the Insurer(s) will pay the full amount of loss otherwise payable under the terms of Coverages A, B and/or C of this endorsement.

- C. The Insurer(s) will not pay under Coverage A, B or C of this endorsement for:
 - 1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by **pollutants** or due to the presence, growth, proliferation, spread or any activity of **fungus**, wet or dry rot or bacteria; or
 - 2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**, **fungus**, wet or dry rot or bacteria.
 - 3. Any loss in value or any cost incurred due to an ordinance or law the Insured was required to comply with before the time of the current loss, even in the absence of building damage, and the Insured has failed to comply.

D. Coverage

1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, the Insurer(s) will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the limit of insurance shown on the Declarations Page as applicable to the **covered building**. Coverage A does not increase the limit of insurance.

2. Coverage B – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, the Insurer(s) will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

Coverage B is included within the limit of insurance per occurrence for the policy shown on the Declarations Page. Coverage B does not increase the limit of insurance.

The additional condition Coinsurance does not apply to Demolition Cost of Coverage.

- 3. Coverage C Increased Cost Of Construction Coverage
 - a. With respect to the building that has sustained covered direct physical damage, the Insurer(s) will pay the increased cost to:
 - 1) Repair or reconstruct damaged portions of that building; and/or
 - 2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- 1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- 2) The Insurer(s) will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Coverage C is included within the limit of insurance per occurrence for the policy shown on the Declarations Page. Coverage C does not increase the limit of insurance.

The additional condition Coinsurance does not apply to Increased Cost Of Construction Coverage.

- b. When a building is damaged or destroyed and Coverage C applies to that building in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:
 - 1) The cost of excavations, grading, backfilling and filling;
 - 2) Foundation of the building;
 - 3) Pilings; and
 - 4) Underground pipes, flues and drains.

The items listed in b.(1) through b.(4) above are deleted from Excluded Property, but only with respect to the coverage described in this Provision, 3.b.

- E. Loss Payment
 - 1. All following loss payment Provisions, E.2. through E.5., are subject to the apportionment procedures set forth in Section B.3. of this endorsement.
 - 2. When there is a loss in value of an undamaged portion of a building to which Coverage A applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the Replacement Cost valuation applies and the property is being repaired or replaced, on the same or another location, the Insurer(s) will not pay more than the lesser of:
 - The amount the Insured would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same location and to the same height, floor area, style and comparable quality of the original property insured; or
 - 2) The limit of insurance shown on the Declarations Page as applicable to the covered building. However Coverage A is not additional insurance and the amount payable may be lower than the limit of insurance for a covered building after the application of any applicable sublimit of insurance for a covered cause of loss and the limit of insurance for the policy shown on the Declarations Page.
 - b. If the Replacement Cost valuation applies and the property is not repaired or replaced, or if the Replacement Cost valuation does not apply, the Insurer(s) will not pay more than the lesser of:
 - 1) The actual cash value of the building at the time of loss; or
 - 2) The limit of insurance shown on the Declarations Page as applicable to the covered building. However Coverage A is not additional insurance and the amount payable may be lower than the limit of insurance for a covered building after the application of any applicable sublimit of insurance for a covered cause of loss and the limit of insurance for the policy shown on the Declarations Page.
 - 3. Unless Paragraph E.5. applies, loss payment under Coverage B Demolition Cost Coverage will be determined as follows:

The Insurer(s) will not pay more than the lesser of the following:

- a. The amount the Insured actually spends to demolish and clear the site of the described premises; or
- b. The applicable limit of insurance shown for Coverage B in the Schedule above. However Coverage B is not additional insurance and the amount payable may be lower than the limit of insurance for a **covered building** after the application of any applicable sublimit of insurance for a **covered cause of loss** and the limit of insurance for the policy shown on the Declarations Page.
- 4. Unless Paragraph E.5. applies, loss payment under Coverage C Increased Cost Of Construction Coverage will be determined as follows:
 - a. The Insurer(s) will not pay under Coverage C:
 - 1) Until the property is actually repaired or replaced, at the same or another premises; and
 - 2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. The Insurer(s) may extend this period in writing during the two years.
 - b. If the building is repaired or replaced at the same location, or if the Insured elects to rebuild at another location, the most the Insurer(s) will pay under Coverage C is the lesser of:
 - 1) The increased cost of construction at the same premises; or

- 2) The applicable limit of insurance shown for Coverage C in the Schedule above. However Coverage C is not additional insurance and the amount payable may be lower than the limit of insurance for a **covered building** after the application of any applicable sublimit of insurance for a **covered cause of loss** and the limit of insurance for the policy shown on the Declarations Page.
- c. If the ordinance or law requires relocation to another premises, the most the Insurer(s) will pay under Coverage C is the lesser of:
 - 1) The increased cost of construction at the new location; or
 - 2) The applicable limit of insurance shown for Coverage C in the Schedule above. However Coverage C is not additional insurance and the amount payable may be lower than the limit of insurance for a **covered building** after the application of any applicable sublimit of insurance for a **covered cause of loss** and the limit of insurance for the policy shown on the Declarations Page.
- 5. If a combined limit of insurance is shown for Coverages B and C in the Schedule above, Paragraphs E.3. and E.4. of this endorsement do not apply with respect to the building that is subject to the combined limit, and the following loss payment provisions apply instead:

The most the Insurer(s) will pay, for the total of all covered losses for Demolition Cost and Increased Cost Of Construction, is the combined limit of insurance shown for Coverages B and C in the Schedule above. However the combined limit of insurance for Coverage B and C is not additional insurance and the amount payable may be lower than the limit of insurance for a **covered building** after the application of any applicable sublimit of insurance for a **covered cause of loss** and the limit of insurance for the policy shown on the Declarations Page.

Subject to this combined limit of insurance or applicable sublimit of insurance for a **covered cause of loss**, the following loss payment provisions apply:

- a. For Demolition Cost, the Insurer(s) will not pay more than the amount the Insured actually spends to demolish and clear the site of the described **premises**.
- b. With respect to the Increased Cost of Construction:
 - 1) The Insurer(s) will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another premises; and
 - (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. The Insurer(s) may extend this period in writing during the two years.
 - 2) If the building is repaired or replaced at the same **premises** or if the Insured elects to rebuild at another **premises**, the most the Insurer(s) will pay for the increased cost of construction is the increased cost of construction at the same **premises**.
 - 3) If the ordinance or law requires relocation to another **premises**, the most the Insurer(s) will pay for the increased cost of construction is the increased cost of construction at the new **premises**.

PROTECTIVE SAFEGUARDS ENDORSEMENT

SCHEDULE*

| | Prem. No. | Bldg. No. | Protective Safeguards Symbols Applicable | | |
|-----------------------------------------------------------------------------------------------------------------------------|--------------|--------------|---------------------------------------------|--|--|
| | All | All | P-9 | | |
| Describe any "P-9:" | | | | | |
| Battery or hard wire smoke detectors provided in each unit | | | | | |
| * Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations Page. | | | | | |

A. The following is added to the Conditions section of this policy:

Protective Safeguards

- 1. As a condition of this insurance, the Insured is required to maintain the protective devices or services listed in the Schedule above.
- 2. The protective safeguards to which this endorsement applies are identified by the following symbols:
- "P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 - 1) Sprinklers and discharge nozzles;
 - 2) Ducts, pipes, valves and fittings;
 - 3) Tanks, their component parts and supports; and
 - 4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
 - 1) Non-automatic fire protective systems; and
 - 2) Hydrants, standpipes and outlets.
- "P-2" Automatic Fire Alarm, protecting the entire building, that is:
 - a. Connected to a central station; or
 - b. Reporting to a public or private fire alarm station.

"P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the **premises** are not in actual operation.

"P-4" Service Contract with a privately owned fire department providing fire protection service to the described premises.

"P-5" Automatic Commercial Cooking Exhaust and Extinguishing System installed on cooking appliances and having the following components:

- a. Hood;
- b. Grease removal device;
- c. Duct System; and
- d. Wet or dry chemical fire extinguishing system.

A maintenance contract in accordance with local regulations is also required for this system(s).

"P-6" Automatic burglar alarm connected to a central station in specified building(s).

"P-9" The protective system described in the Schedule.

B. The following is added to the exclusions section of this policy:

The Insurer(s) will not pay for loss or damage caused by or resulting from fire if, prior to the fire, the Insured:

- 1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify the Insurer(s) of that fact; or
- 2. Failed to maintain any protective safeguard listed in the Schedule above, and over which the insured had control, in complete working order.

If part of an **automatic sprinkler system** or Automatic Commercial Cooking And Exhaust Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to the Insurer will not be necessary if the Insured can restore full protection within 48 hours.

SINKHOLE LOSS EXCLUSION AND PROVISION FOR CATASTROPHIC GROUND COVER COLLAPSE

Exclusion - Sinkhole Loss

It is hereby understood and agreed that this policy does not cover any loss, damage, cost, claim or expense directly or indirectly arising out of a connection with a **sinkhole loss, sinkhole collapse**, or **sinkhole activity**. Such loss, damage, cost, claim, or expense is excluded regardless of any other cause or event contributing concurrently or in any sequence to such loss.

Sinkhole loss means structural damage to the covered building or structure, including the foundation, that is caused by settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments or rock materials into subterranean voids created by the effect of water on limestone, dolomite, or similar rock formations.

Additional Coverage - Catastrophic Ground Cover Collapse

A. Additional Coverage.

Notwithstanding the foregoing **sinkhole loss** exclusion, it is hereby understood and agreed that the Insurer(s) will pay for direct physical loss or damage to covered property caused by or resulting from **catastrophic ground cover collapse**.

Catastrophic ground cover collapse means geological activity that results in all of the following conditions:

- 1. The abrupt collapse of the ground cover;
- 2. A depression in the ground clearly visible to the naked eye;
- 3. Structural damage to the insured building or structure, including the foundation; and
- 4. The insured building or structure being condemned and ordered to vacated by the government agency authorized by law to issue such an order for that building or structure.

Catastrophic ground cover collapse does not:

- 1. Cover structural damage consisting merely of the settling or cracking of a foundation, structure or building;
- 2. Cover any cost or expense relating to the investigation, excavation, filling or remediation of any underground void or ground cover depression; or
- Increase the applicable limit of insurance regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as sinkhole loss or earth movement (if either or both of these causes of loss are covered), only one limit of insurance will apply to such loss or damage.

The Earthquake Exclusion attached to this policy does not apply to coverage for catastrophic ground cover collapse.

B. Limit of Insurance

The total of Insurer(s)'s liability for all loss, damage or expense for all coverage provided by this additional coverage for **catastrophic ground cover collapse**, after the application of any other sublimit of insurance for a specified interest listed within Section II – Sublimits of Insurance of the policy, will be the sublimit of insurance stated below per occurrence. The sublimit amount stated below is included within, and not in addition to, the applicable limit of insurance shown in the Declarations Page.

Sublimit of Insurance: \$250,000 per occurrence

Regardless of whether loss or damage attributable to **catastrophic ground cover collapse** also qualifies as **sinkhole loss** or **earthquake** (if either or both of these causes of loss are covered by this policy), only one limit of insurance will apply to such loss or damage.

Deductible

In the case of loss covered by this additional coverage for **catastrophic ground cover collapse** the Insurer(s) will only be liable if the Insured sustains loss, damage or expense in a single occurrence greater than the deductible specified below, and only for that amount that exceeds the deductible per occurrence up to the sublimit of insurance for **catastrophic ground cover collapse** shown in this endorsement.

Deductible: \$100,000 per occurrence

4. Additional Definitions:

Structural Damage means a covered building, regardless of the date of its construction, has experienced the following:

- 1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related to damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code.
- 2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems excess one and one third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location.
- 3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical **primary structural members** to such an extent that a plumb line passing through the center of gravity does not fall inside the middle third of the base as defined within the Florida Building Code.
- 4. Damage that results in the building, or any portion of the building containing **primary structural members** or **primary structural systems**, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within Florida Building Code; or
- 5. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

Primary structural member means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

Primary structural system means an assemblage of primary structural members.