

IN THE DISTRICT COURT IN AND FOR CHEROKEE COUNTY
STATE OF OKLAHOMA

FILED
SEP 14 2020

CHEROKEE NATION, an Indian Tribe,
CHEROKEE NATION BUSINESSES, LLC, and
CHEROKEE NATION ENTERTAINMENT, LLC

Plaintiffs,

vs.

LEXINGTON INSURANCE COMPANY, et al.,

Defendants.

LESA ROUSEY-DANIELS, Court Clerk
CHEROKEE COUNTY

By _____ Deputy

Case No. CV-20-150

Judge Douglas Kirkley

**DEFENDANTS ASPEN SPECIALTY INSURANCE COMPANY AND
ASPEN INSURANCE UK, LTD.'S RESPONSE TO
PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT**

Defendant Aspen Specialty Insurance Company and Aspen Insurance UK, Ltd., incorrectly sued herein as "Underwriters at Lloyd's-Aspen Specialty Insurance Company," (collectively "Aspen") object and respond to the Motion for Partial Summary Judgment on Business Interruption Coverage by the Cherokee Nation, Cherokee Nation Businesses, LLC, and Cherokee Nation Entertainment, LLC (collectively "the Cherokee Nation").

INTRODUCTION

Aspen adopts the arguments in the Opposition Brief filed by Lexington and offers the following additional argument. Aspen, as an excess insurer, owes no coverage until the underlying limits of insurance, including all conditions, have been exhausted. Aspen owes no obligation to the Cherokee Nation unless and until the insurers of the underlying policies have paid, admitted liability, or have been held legally liable for the full amount of their respective participation. There has been no exhaustion. Summary judgment in favor of the Cherokee Nation should be denied.

ADDITIONAL UNDISPUTED MATERIAL FACTS

Aspen offers the following material facts in opposition to the Cherokee Nation's Motion:

1. Aspen provides excess insurance to the Cherokee Nation:

a. The TPIP Policy states:

I. PRIORITY OF PAYMENTS

In the event of loss caused by or resulting from more than one peril or coverage, the limit of liability of the primary / underlying coverage shall apply first to the peril(s) or coverage(s) not insured by the excess layers and the remainder, if any, to the peril(s) or coverage(s) insured hereunder. *Upon exhaustion of the limit of liability of the primary / underlying coverage, this Policy shall then be liable for loss uncollected from the peril(s) or coverage(s) insured hereunder, subject to the limit of liability and the other terms and conditions as specified.*

Tribal First Policy Wording form, at page 8 of 68 (Ex. 1) (emphasis added).

b. Hallmark's "obligations under contracts of insurance to which they subscribe are several, not joint and are *limited solely to the extent of their individual subscriptions.*"

[*Id.* at 36 of 38 (emphasis added)].

c. Lexington is identified as the Insurer for the "Primary Layer" of \$2,500,000.

[Lexington Declarations (Ex. 2)].

d. The Schedule of Carriers form shows the primary layer of insurance as \$2,500,000

[Schedule of Carriers) (Ex. 3)]. Lexington is identified as the sole insurer for the "Primary Layer." [*Id.*]

e. The first excess layer of the Policy provides total coverage of \$12,500,000 Excess of \$2,500,000. [*Id.*] Aspen Specialty Insurance Co.'s participation in the first excess layer under Policy PX006CP19, is 2.5% (up to \$312,500). [*Id.*] Aspen Insurance UK, Ltd. also has 6% participation (up to \$1,500,000) in the excess layer of \$25,000,000 under Policy No. PRAGET719. [*Id.*]

ARGUMENT AND AUTHORITIES

“[T]here is usually no obligation to the insured until after the primary coverage limits have been exhausted.” *USF&G v. Federated Rural Elec. Ins. Corp.*, 2001 OK 81, ¶8, 37 P.3d 828, 831 (citing *Equity Mut. v. Spring Valley Wholesale Nursery, Inc.*, 1987 OK 121, 747 P.2d 947). “An excess insurer has a reasonable economic expectation that it will not be responsible on its policy until the insurance at the level lower to [it] has been exhausted in accordance with the express provisions and obligations in the insurance contract.” *Steadfast Ins. Co. v. Agricultural Ins. Co.*, 2013 OK 63, 304 P.3d 747 (citing *USF&G v. Federated Rural Elec. Ins. Corp.*, 2001 OK 81, ¶ 15, 37 P.3d 828, 833).

Aspen is an excess carrier. [Add. Mat. Fact No. 1]. No insurance payments have been made to the Cherokee Nation for its claim, and the primary and underlying layers of insurance have not been exhausted. Aspen owes no obligation to the Cherokee Nation at this time, and summary judgment should be denied.

Respectfully submitted,



By:

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Insurance Company and Aspen Specialty
Insurance Company and Aspen Insurance UK,
LTD*

CERTIFICATE OF SERVICE

I, hereby certify that on the 14th day of September, 2020, I caused to be mailed a true and correct copy of the within and foregoing instrument to:

<p>Michael Burrage Reggie Whitten J. Revell Parrish Patricia A. Sawyer Austin Vance J. Renley Dennis WHITTEN BURRAGE LAW FIRM 512 North Broadway Ave, Ste 300 Oklahoma City, OK 73102</p> <p>Michael B. Angelovich Bradley W. Beskin NIX PATTERSON, LLP 3600 N. Capital of Texas Hwy, Ste B350 Austin, TX 78746</p> <p><i>Attorneys for Plaintiff</i></p>	<p>Richard J. Doren Matthew A. Hoffman GIBSON DUNN & CRUTCHER, LLP 333 South Grand Ave Los Angeles, CA 90071-3197</p> <p>Phil R. Richards RICHARDS & CONNOR ParkCentre Blvd, 12th Floor 525 S. Main St. Tulsa, OK 74103</p> <p><i>Attorneys for Defendant Lexington Insurance Company</i></p>
<p>William W. O'Connor Margo E. Shipley HALL, ESTILL, HARDWICK, GABLE, GOLDEN & NELSON, P.C. 320 South Boston Ave., Ste 200 Tulsa, OK 74103-3706</p> <p><i>Attorneys for Defendants Arch Specialty Insurance Company, Liberty Mutual Fire Insurance Company, and RSUI-Landmark American Insurance Company</i></p>	<p>Robert Fisher Taylor Davis CLYDE & CO. 271 17th St. NW, Ste 1720 Atlanta, GA 30363</p> <p>Susan K. Sullivan CLYDE & CO. 355 S. Grand Ave, Ste 1400 Los Angeles, CA 90071</p> <p>Joe M. Hampton Amy J. Pierce Johnny R. Blassingame HAMPTON, BARGHOLS, PIERCE, PLLC Oklahoma Tower 210 Park Avenue, Suite 2700 Oklahoma City, OK 73102</p> <p><i>Attorneys for Defendant Chubb Bermuda, LTD</i></p>

<p>Shannon O'Malley Kristin C. Cummings Steven J. Badger Bennett Moss ZELLE, LLP 901 Main St., Ste. 4000 Dallas, TX 75202-3975</p> <p>Matthew Gonzalez ZELLE, LLP 45 Broadway, Ste 920 New York, NY 10006</p> <p>Dan Millea ZELLE, LLP 500 Washington Ave S., Ste 4000 Minneapolis, MN 55415</p> <p><i>Attorneys for Defendants Arch Specialty Insurance Company, Liberty Mutual Fire Insurance Company, RSUI-Landmark American Insurance Company, XL Insurance America, Inc., and AXA/XL America</i></p>	<p>Constantino P. Suriano Deanna M. Manzo MOUND COTTON WOLLAN & GREENGRASS, LLP One New York Plaza, 44th Fl. New York, NY 10004</p> <p>Dustin DuBose Andrea A. Ortiz MOUND COTTON WOLLAN & GREENGRASS, LLP 3 Greenway Plaza, Ste 1300 Houston, TX 77046</p> <p>Jack Cadenhead The Cadenhead Law Firm 223 E. Evans P.O. Box 2067 Seminole, OK 74818 and 114 S. Broadway Ada, OK 74820</p> <p><i>Attorneys for Defendant Allied World National Assurance Company</i></p>
<p>C. William Threlkeld Sterling E. Pratt FENTON FENTON SMITH RENEAU & MOON 211 N. Robinson Ave., Ste 800N Oklahoma City, OK 73102</p> <p><i>Attorneys for Defendants XL Insurance America, Inc. and AXA/XL America</i></p>	<p>Roger N. Butler, Jr. Nathaniel T. Smith SECREST HILL BUTLER & SECREST, PC 7134 S. Yale, Ste 900 Tulsa, OK 74136</p> <p><i>Attorney for Evanston Insurance Company</i></p>

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*Attorneys for Certain Underwriters at
Lloyd's, London subscribing to Policy No.
PJ193647: (ASC1414, XLC 2003, TAL 1183,
MSP 318, ATL1861, KLN 510, AGR 3268)
and XL Catlin Insurance Company UK Ltd;*

*Certain Underwriters at Lloyd's, London
subscribing to Policy No. PJ1900131: (CNP
4444);*

*Certain Underwriters at Lloyd's, London
subscribing to Policy No. PJ1933021: (KLN
510, ATL 1861, ASC 1414, QBE 1886, CIN
318, APL 1969, CHN 2015) and XL Catlin
Insurance Company UK Ltd;*

*Certain Underwriters at Lloyd's, London
subscribing to Policy No. PD-10367-05:
(BRT 2987) for the Cherokee Nation
Entertainment, LLC; PD-10367-05
(BRT2987) for the Cherokee Nation
Businesses, and PD-11091-00 (BRT2987)
for the Cherokee Nation;*

*Certain Underwriters at Lloyd's, London
subscribing to Policy No. PJ19000067:
(KLN 0510, TMK 1880, BRT 2987 and 2988,
BRT 2988, CNP 4444, ATL 1861, AUW*

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Attorneys for ABC Insurance Co.

*0609, TAL 1183, AUL 1274, Neon
Worldwide Property Consortium 9761); and*

*Endurance Worldwide Insurance Ltd T/AS
Sompo International (policy numbers
PJ1900134-A and PJ1900134-B).*



Kerry R. Lewis/Dan S. Folluo

EXHIBITS

Aspen's Separate Response to Motion for Partial Summary Judgment

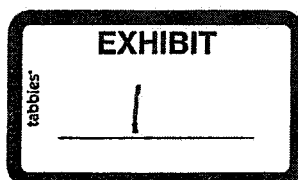
- Ex. 1: Tribal First Policy Wording, TPIP USA FORM No. 15 – excerpts
- Ex. 2: Lexington Declarations (first pages only)
- Ex. 3: Participation Schedule



**TRIBAL FIRST
POLICY WORDING**

TPIP USA FORM No. 15

**Coverage Incepting
July 1, 2019 to July 1, 2020**



The Company shall not be liable for loss to any Unit of Insurance covered hereunder unless such loss exceeds the percentages stated in this Policy of the replacement values of such Unit of Insurance at the time when such loss shall happen, and then only for its proportion of such excess.

I. PRIORITY OF PAYMENTS

In the event of loss caused by or resulting from more than one peril or coverage, the limit of liability of the primary / underlying coverage shall apply first to the peril(s) or coverage(s) not insured by the excess layers and the remainder, if any, to the peril(s) or coverage(s) insured hereunder. Upon exhaustion of the limit of liability of the primary / underlying coverage, this Policy shall then be liable for loss uncollected from the peril(s) or coverage(s) insured hereunder, subject to the limit of liability and the other terms and conditions as specified.

5. If there be any other insurance upon the within described property, the Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the Named Insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate the Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. The Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss there under payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the Named Insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:

Board of Fire Underwriters of the Pacific;
California Bankers' Association – Committee on Insurance

AA. SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several, not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

AB. LOSS PAYABLE PROVISIONS

A. LOSS PAYABLE

ALLIANT PROPERTY INSURANCE PROGRAM
DECLARATION PAGE
(PRIMARY LAYER)

SECTION A

POLICY NUMBER: 38412468

**SUB-LIMITS OF
LIABILITY CONT.:**

\$	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
\$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown.
\$	2,500,000	Money & Securities for named perils only as referenced within the policy.
\$	2,500,000	Unscheduled Fine Arts.
\$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration.
\$	750,000	Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
\$	50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).
\$	25,000,000	Transit.
\$	2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.
\$	2,500,000	Unscheduled Watercraft up to 27 feet.
	Varies per Named Insured	Per Occurrence for Off Premises Vehicle Physical Damage.
\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined 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 Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
\$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.

EXHIBIT

2

ALLIANT PROPERTY INSURANCE PROGRAM
DECLARATION PAGE
(Primary Layer)

1. **Insurer Name:** LEXINGTON INSURANCE COMPANY
Administrative Offices: 99 High Street, Boston, MA 02110-2310

2. **Policy Number:** 017471589/06

3. **Named Insured:** All Entities listed as Named Insureds on file with Alliant Insurance Services, Inc.

4. **Mailing Address of Insured:** As on file with Alliant Insurance Services, Inc.
c/o 325 E. Hillcrest Dr. Suite 250
Thousand Oaks, CA 91360

5. **Policy Period:** From: July 1, 2019
To: July 1, 2020
Both days at 12:01 a.m. Local Standard Time

6. **Limits of Liability:**

55% of \$2,500,000 Primary Layer Per occurrence, per declaration (as Section A and Section B noted below) subject to an annual aggregate which is adjustable based on the actual premium on file with Alliant Specialty Insurance Services Inc. for the perils of All Risk including Earthquake, Flood, Boiler and Machinery Breakdown, excluding Terrorism.

7. **Sub-Limits of Liability:**

The program sub-limits as outlined in Section A (Declarations 1-14, 18-30, 32-34) and Section B (Declarations 15-17, 31 and 37) are 100% per occurrence per declaration ground up sub-limits. Lexington shall not be liable for more than our proportional share (55% of the Primary \$2,500,000) of the program sub-limits which are part of and not in addition to the policy limit of liability. When a sub-limit of liability applies in the aggregate, the insurer's maximum amount payable for such sub-limited coverage will not exceed such sub-limit of liability during any policy year. To the extent there exists a difference between the Evidence of Coverage and program sub-limit the Evidence of Coverage sub-limit applies.

8. **Deductibles:**

Program Deductibles as outlined in the corresponding Sections below:

Section A: Declarations 1-14, 18-30, 32-34 exclusively

Section B: Declarations 15-17, 31 and 37 exclusively

To the extent there exists a difference between the Evidence of Coverage and program deductibles the Evidence of Coverage deductible applies.

9. **Terms and Conditions:** 25% Minimum Earned Premium and cancellations subject to 10% penalty

10. **Notification of Claims to:** Alliant Insurance Services, Inc.
Attention: Claims Department
100 Pine Street, 11 th Floor
San Francisco, CA, 94111

This document does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Schedule of Carriers and Participations.

Ray Corbett
Senior Vice President



Dated: 08/13/2019

(Authorized Representative)

Alliant Specialty Insurance Services
Alliant Underwriting Services
325 E. Hillcrest Drive, Suite 250
Thousand Oaks, CA 91360

ALLIANT PROPERTY INSURANCE PROGRAM
DECLARATION PAGE
(Primary Layer)

1. **Insurer Name:** LEXINGTON INSURANCE COMPANY
Administrative Offices: 99 High Street, Boston, MA 02110-2310

2. **Policy Number:** 38412453

3. **Named Insured:** All Entities listed as Named Insureds on file with Alliant Insurance Services, Inc.

4. **Mailing Address of Insured:** As on file with Alliant Insurance Services, Inc.
c/o 325 E. Hillcrest Dr. Suite 250
Thousand Oaks, CA 91360

5. **Policy Period:** From: July 1, 2019
To: July 1, 2020
Both days at 12:01 a.m. Local Standard Time

6. **Limits of Liability:**
35% of \$25,000,000
Primary Layer
Per occurrence, per declaration (as Section A and Section B noted below) subject to an annual aggregate which is adjustable based on the actual premium on file with Alliant Specialty Insurance Services Inc. for the perils of All Risk including Earthquake, Flood, Boiler and Machinery Breakdown, excluding Terrorism.

7. **Sub-Limits of Liability:**
The program sub-limits as outlined in Section A (Declarations 1-14, 18-30, 32-34) and Section B (Declarations 15-17, 31 and 37) are 100% per occurrence per declaration ground up sub-limits. Lexington shall not be liable for more than our proportional share (35% of the Primary \$25,000,000) of the program sub-limits which are part of and not in addition to the policy limit of liability. When a sub-limit of liability applies in the aggregate, the insurer's maximum amount payable for such sub-limited coverage will not exceed such sub-limit of liability during any policy year. To the extent there exists a difference between the Evidence of Coverage and program sub-limit the Evidence of Coverage sub-limit applies.

8. **Deductibles:**
Program Deductibles as outlined in the corresponding Sections below:

Section A: Declarations 1-14, 18-30, 32-34 exclusively
Section B: Declarations 15-17, 31 and 37 exclusively

To the extent there exists a difference between the Evidence of Coverage and program deductibles the Evidence of Coverage deductible applies.

9. **Terms and Conditions:** 25% Minimum Earned Premium and cancellations subject to 10% penalty

10. **Notification of Claims to:** Alliant Insurance Services, Inc.
Attention: Claims Department
100 Pine Street, 11 th Floor
San Francisco, CA, 94111

This document does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Schedule of Carriers and Participations.

Ray Corbett
Senior Vice President



Dated: 08/13/2019

(Authorized Representative)

Alliant Specialty Insurance Services
Alliant Underwriting Services
325 E. Hillcrest Drive, Suite 250
Thousand Oaks, CA 91360

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Copyright Property 2015, TPIP 37 Copy of SOC-Dec 37, TPIP

Participant's	Participant's	Company	Policy #
1	2,000,000 Primary	(for 35%) per Occurrence all named insureds over all Declarations combined, All Risk including EQ & FL, including BLM	
55.0000%	1,171,000	Easton Insurance Company	01/47158206
1	23,000,000	(for 35%) per Occurrence/Per Declaration, All Risk including EQ & FL, including BLM	
31.0000%	8,739,000	Easton Insurance Company	28412453
1	23,000,000	(for 15%) per Occurrence/Per Declaration, All Risk including EQ & FL, including BLM	
10.0000%	2,590,000	Easton Insurance Company	30412448
1	12,000,000 Excess of 12,000,000	To pay the difference between \$15,000,000 (100%) per occurrence per Declaration and 12,000,000 (for 100%) per occurrence, all members over all Declarations combined, subject to an annual aggregate (for 100%) as well as the with Allstate Insurance Services.	
2.5000%	311,200	All Risk including EQ, FL and BLM	
1.0000%	500,000	Pro-Underwriters at Lloyd's-Algon Specialty Insurance Company	PR0000219
3.0000%	371,500	Pro-Underwriters and Lloyd's Syndicate 4444 CUP	911809131
2.5000%	521,500	One Beacon - Homestead Insurance Company of NY	788000277
17.0000%	2,115,000	Hennrich Specialty Insurance Co.	779001341827
1	12,000,000 Excess of 12,000,000	To pay the difference between \$15,000,000 (100%) per occurrence per Declaration and 12,000,000 (for 100%) per occurrence, all members over all Declarations combined, subject to an annual aggregate (for 100%) as well as the with Allstate Insurance Services.	
31.0000%	4,739,000	All Risk including EQ, FL and BLM	
24.0000%	4,739,000	Pro-Underwriters and Lloyd's Syndicate 1414 A.S.C. 0510 C.U. 180 ATL 0314500 2058	PJ119041
1	80,000,000	To pay the difference between 150,000,000 (for 35%) per occurrence per Declaration and 80,000,000 (for 35%) per occurrence, all members over all Declarations combined, subject to an annual aggregate of \$175,000,000 (for 35%), All Risk including EQ & FL, including BLM	
33.0000%	11,500,000	Easton Insurance Company	01180403507
1	25,000,000 Excess of 25,000,000	To pay the difference between 150,000,000 (for 35%) per occurrence per Declaration and 25,000,000 (for 35%) per occurrence, all members over all Declarations combined, subject to an annual aggregate of \$175,000,000 (for 35%), All Risk including EQ & FL, including BLM	
8.0000%	1,500,000	Algon Insurance UK Ltd	PR0407718
2.8000%	520,000	Ironshore Specialty Insurance Company	002861401
2.0000%	520,000	Pro-Underwriters at Lloyd's - Lloyd's Syndicate 1700 AAA	PJ1800174
10.0000%	2,500,000	Pro-Underwriters at Lloyd's - Lloyd's Syndicate 1700 AAA	PJ1800174

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